

Westwood Farms

2033 Meander Run Road
 Locust Dale, VA 22948
 www.westwoodfarms.net



Boarding, Training & Sales Contract

This contract is made by and between Owner (see Parties to the Contract: Horse Owner) and Stable (see Parties to the Contract: Farm) for the boarding of the horse listed below subject to the terms listed below:

Section I. Parties to the Contract

Horse Owner	
Name:	Phone (H):
Address:	Phone (W):
City:	Phone (C):
State, Zip:	E-mail:
Horse Information	
Name:	Registries:
Breed:	Registration #s
Date of Birth:	Color:
Health Information:	<p>Y N <i>Colic</i></p> <p><input type="checkbox"/> <input type="checkbox"/> Frequency: _____ Last Episode: _____</p> <p>Method of Treatment: _____</p> <p><input type="checkbox"/> <input type="checkbox"/> <i>Founder</i></p> <p>Frequency: _____ Last Episode: _____</p> <p>Method of Treatment: _____</p> <p><input type="checkbox"/> <input type="checkbox"/> <i>Allergies:</i> _____</p> <p>Frequency: _____ Last Episode: _____</p> <p>Method of Treatment: _____</p> <p>Habits/Vices (such as cribbing, biting, weaving, rinsing food, morning naps, etc.)</p> <p>_____</p> <p>_____</p> <p>_____</p>
Insurance Information	<p>Is the Horse insured? <input type="checkbox"/> Yes <input type="checkbox"/> No. What is the value of your horse: \$ _____</p> <p>Insurance Carrier (Equine Mortality): _____</p> <p>Phone Number: _____ Policy Number: _____</p> <p>Carrier's Address: _____</p>

Stable			
Designated Rep:	Stephanie & Jarred Langston	Farm Owners:	Anthony & Linda Clatterbuck
Address:	2063 Meander Run Road		Guy Clatterbuck, Trustee
	Locust Dale, VA 22948	Farm Address:	2033 Meander Run Road
Phone (C):	540-825-1300		Locust Dale, Virginia 22948
E-mail	stephanie@westwoodfarms.net	Website:	www.westwoodfarms.net

Conditions of the Contract

Section II. Fees

The Owner agrees to pay the following fees:

- a. **Boarding Fees.** (if applicable)
 - Field Board: \$350.00 / month. Includes hay, free choice salt and minerals, deworming every other month, use of the pasture and access to grass and fresh water. Access to the riding ring, trails, tack and feed rooms is permitted.
 - Stall Board: \$650 / month. Includes above plus use of the stall and grain. Also includes handling for the farrier and vet, turnout services and blanketing services.
- b. **Training Fees.** (if applicable)

Training results depend on horse and are not guaranteed. We will put forth our best effort, but there is no guarantee that horse will never buck, rear, bolt, kick, strike, spook or bite. Westwood Farms is in no way responsible for the actions of horses or owners during or after training.

 - Jarred Langston: \$50/session for trailer-in training sessions
- c. **Veterinary Fees.** All veterinary care, including but not limited to: vaccinations, dental work, and emergency veterinary services, shall be at the expense of the Owner. The farm veterinarian is Chris Robinson of Blue Mountain Equine. The Owner may call his office at 540-948-3293 and set up an account directly.
- d. **Farrier Fees.** All farrier care, including but not limited to trimming, shoeing and emergency farrier care shall be at the expense of the Owner. The farm farrier is Jarred Langston. The Owner may call him directly and arrange for payment 229-977-4939.
- e. **Damages by Horse.** Any damages cause by said horse shall be the responsibility of the Owner. Charges for repair of damages caused by said horse shall be at cost if the repairs are made by a subcontractor or the replacement cost of the item damaged.
- f. **Promotional Fee.**
 - \$150 one-time promotional fee covers producing, posting, submitting and managing all print and online advertising. Stable shall select avenues it deems appropriate. Stable will arrange for the filming and photography needed for proper visual representation. Upon completion of filming and photography, Stable shall manage the editing of sales videos and photographs for use in advertising. Stable agrees to perform such work in as reasonable and prudent timeframe as possible to capture the best visual representation possible.
- g. **Consignment Fees.** (if applicable) The Promotional fee is deducted from the commission due from Consignment fees.
 - Commission Percentage: 10% of sale price with a minimum of \$250. Monthly Boarding fees apply. Training or Fitting fee optional, but recommended.
 - Gross Sale: Owner agrees to accept \$_____. Stable may keep any funds obtained over Owner's agreed amount. Monthly board fees apply after 30 days.

Section III. Payment

Board (if applicable), farrier fees and fees for damages are due in advance or on the same day of arrival of each and every month at the board rate of \$_____ per month, beginning on _____ (mo./day/yr.), made payable to Stephanie Langston and mailed or personally delivered to 2033 Meander Run Road, Locust Dale, Virginia 22948. Zelle transfers and Paypal (friends & family only) should be sent to stephanie@westwoodfarms.net. Board will be considered late if not received by 5:00 pm on the 5th day of each month. A late fee of 10% on the unpaid portion of the board will be applied and deemed as additional board. In the event said payment is not received by the 10th, Stable shall be entitled to exert a lien against said horse, and personal property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said Horse and/or equipment for the amount due in accordance with the laws of the State of Virginia. Owner understands that on the 10th day, Stable has the right to secure Horse and Owner's possessions until said payment is received.

- a. **Arrival Date:** _____
- b. **Late Payment.** Owner is put on notice that Stable has and may assert and exercise a right of lien, as provided for by the laws of the State of Virginia, for any amount due for the board and keep of horse, and also for any storage

or other charges due hereunder, and further agrees Stable shall have the right, without process of law, to attach a lien to Horse after one (1) month of non-payment or partial payment and Farm can then sell horse to recover its loss.

- c. **Reimbursement.** There will be no reimbursement of funds should the Owner decide to take said horse before the end of the 30-day contract.
- d. **Final Payment.** All fees due must be paid in full before the horse leaves the farm. Owner shall be responsible for reasonable attorney's fees and court costs if necessary to collect fees due hereunder.

Section IV. Requirements

- a. The horse shall be healthy, free from infectious, contagious or transmittable disease.
- b. **A current negative coggins** (tested within 1 year) and a health certificate (obtained within 30 days) shall be required.
- c. Said horse must be current on the following vaccinations: Eastern, Western & Venezuelan Encephalomyelitis; Influenza; Rhinopneumonitis (EHV-1/4); Rabies and Tetanus. West Nile is recommended, but at Owner's discretion.
- d. Horses who are dangerous to handlers, crib or weave will be not accepted. Stable reserves the right to return the aforesaid Horse to the Owner if at any time the horse is deemed dangerous or unsuitable for boarding. In such a case, Owner is responsible for removing the Horse within seven (7) days and for all expenses incurred during Horse's stay. After all fees have been paid in full, this Contract is concluded.

Section V. Sales Responsibilities

- a. **Stable.** The Stable agrees to perform the following tasks to facilitate the sale of the listed horse(s):
 - a. Produce, post, submit and manage all print and online advertising. Print advertising may include flyers, magazines, newsletters and any other media that offers an opportunity that is deemed appropriate.
 - b. Assist Seller in setting an accurate asking price for the horse(s) and in negotiating a final selling price. Stable will not accept or agree to any negotiated sales price from a prospective buyer below the full asking price of \$ [REDACTED] without first consulting with and receiving approval from Owner.
 - c. Manage all communications with prospective buyers, set up appointments for visits, be in attendance for visits, and represent the horse as honestly and accurately as possible. Stable will conduct communications and appointments with the utmost professional attitude. Stable will keep Owner informed as to all communication and appointments.
 - d. Assist prospective buyers in coordinating pre-purchase veterinary examinations and shipping arrangements. Stable will be present whenever possible for pre-purchase veterinary examinations and to meet shippers when they arrive to pick up the horse.
- b. **Owner.** The Owner agrees to perform the following tasks to facilitate the sale of the listed horse(s):
 - a. Provide Stable with all necessary and possessed information regarding to the horse so that Stable may represent the horse to prospective buyers as honestly and accurately as possible.
 - b. Provide Stable with all applicable signed registration forms, transfers and health documentation.
 - c. Owner agrees to allow Stable to accept any unconditional offer to buy the horse, as long as the offer is at or above asking price. The Stable will deliver the horse sale proceeds to the Owner within one week after the received funds have been cleared by the bank. The sales agent is entitled to deduct the commission and other outstanding fees from the horse sale proceeds before delivery to the Owner.
 - d. Owner warrants that it is the sole lawful and registered owner of the horse. Owner warrants that the Horse will be delivered to Buyer free of all liens or encumbrances

Disclaimers

- a. **Liability.** During the time that the horse is in custody of Stable, neither Stable nor any of its representatives shall be liable for any sickness, disease, theft, injury or death, which may be suffered by the Horse or any other cause of action, whatsoever, arising out of or being connected in any way with the training, sale or boarding of said Horse. This includes, but is not limited to, any personal injury or disability the Horse may receive while on premises or in the care of Stable or one of its representatives. Owner also agrees to have all guests sign a release of liability form located at Stable.
- b. **Insurance.** Responsibility for insurance and risk of loss is the sole responsibility of the Owner. Owner assumes all unavoidable risks inherent in all horse related activities including, but not limited to sickness, disease, theft, injury or death to Horse, Owner, and Owner's invited guests. Owner agrees to look solely to his/her insurance, if any, for

compensation for any such loss, and further agrees to indemnify and hold harmless Stable and all representatives. Stable recommends that the client acquire a comprehensive full mortality, major medical and automatic renewal policy to protect Owner's Horse.

c. **Protective Equestrian Headgear**

I, for myself and/or on behalf of my child or legal ward, have been warned and advised by Stable and I do understand that not wearing protective headgear increases the risk of serious injury and/or death. If the rider and/or parent or guardian, if minor, refuses to wear protective headgear it is at their own risk.

I, for myself and/or on behalf of my child or legal ward, heirs, administrators, personal representatives or assigns, release and discharge Stable and their respective officers, directors, employees, agents, representatives, insurers, assigns, and others acting on their behalf, or and from all claims, demands, or causes of action, whether the same be known or unknown, anticipated unanticipated, resulting from or arising out of bodily injury or property damage that may be sustained, or property damage which may occur, as a result of not wearing an SEI Certified – ASTM Equestrian Helmet.

(Signature)

(Name of Boarder/Rider)

Section VI. Emergency Care, Accidental Loss or Injury

- a. Stable, or one of its representatives, agrees to attempt to contact Owner in the case of accidental loss, injury or illness of said Horse.
- b. Should Stable feel that medical treatment is needed for said Horse and is unable to contact Owner, Owner authorizes Stable to secure emergency veterinary and/or farrier care required for the health and well-being of said Horse. Owner shall pay all costs of secured care. Westwood Farms is authorized, as Owner's agent, to arrange direct billing to the client. Owner desires that the cost of such care not exceed \$ _____. In the event that the costs exceed the amount set forth, Owner agrees that horse may be humanely euthanized.

Section VII. Agreement

Owner's signature on this Contract certifies and attests to the fact that Owner has read and fully understands all of the terms and conditions outlines herein, and accepts this Contract as a legal and binding instrument on behalf of the Owner, Owner's heirs, successors and assigns. This agreement constitutes the entire agreement between the parties. No other agreements, whether verbal or implied, are included. This contract may not be transferred or assigned. In the event it becomes necessary to refer debts arising from this contract to an attorney for collection, or if suit is instituted hereon, Owner agrees to pay all reasonable court costs and attorney's fees incurred in the suit or collection. Owner further agrees that this contract is made and entered into in the County of Madison, state of Virginia and that it shall be interpreted, transacted and enforced under the laws of said state and within the designated county, regardless of the manner or location of solicitation.

Horse Owner Signature: _____

Date: _____

Horse Owner Print Name: _____

Stable Representative Signature: _____

Date: _____

Stable Representative Print Name: _____

ATTENTION!!! PLEASE HAVE ALL GUESTS SIGN THIS FORM

RELEASE AND WAIVER OF LIABILITY

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD IF APPLICABLE) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF JARRED AND/OR STEPHANIE LANGSTON, WESTWOOD FARMS, THE TRAINER(S), THE MANAGEMENT, THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS ("THE RELEASEES").

I, _____ (and if applicable my minor child _____) (Hereinafter the Undersigned) reside at (Street Address) _____, in (City) _____ (State) _____ (Zip) _____.

In consideration for allowing me (and/or my minor child if applicable) to be in close proximity to horse(s), to ride, and/or handle horse(s) and on behalf of myself, and/or my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, may but is not limited to buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's foot/feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider/ handler or spectator to be injured, fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.
2. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear. I further understand that it is my responsibility to be instructed in the proper methods of handling and riding a horse, and that I should wear proper safety equipment at all times while riding horses, including without limitation, a helmet and riding boots, and that it is my sole responsibility to obtain safety equipment and safety instruction for this sport.
4. I, for myself and/or on behalf of my child or legal ward, have been warned and advised and I do understand that not wearing an SEI Certified – ASTM Equestrian Helmet and/or proper riding equipment increases the risk of serious injury and/or death. If the rider and/or parent or guardian, if minor, refuses to wear protective headgear it is at their own risk.
5. **RIDING LESSONS/ RIDING.** I HEREBY AGREE THAT I AM RESPONSIBLE FOR MAINTAINING CONTROL OF THE HORSE I RIDE; AND THE INSTRUCTOR OR ANY OTHER PERSON WILL NOT BE HELD LIABLE. INITIALS _____
6. I am aware and understand that in the ordinary course of business, motor vehicles (with or without horse trailers) continuously enter and exit the facility in close proximity to the areas and in the same areas in which horses are kept, groomed or ridden. Furthermore, tractors and other machinery are used on a daily basis in the operation, maintenance and repair of the facility. I also understand that people are working, walking, running, riding, handling horses, lunging horses, "turning out" horses, dogs bark, flags and other objects wave and other activities and conditions not limited to above listed items, these may cause horses to react in an unpredictable and dangerous manner without warning.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND LOSS THAT MAY RESULT TO ME AND/OR MY HORSE OR PROPERTY OR ANY OTHER PERSONS AND THEIR HORSE OR PROPERTY CAUSED BY ANY SUCH REACTION OF MY HORSE OR OF ANY OTHER HORSE UNDER MY CONTROL.

I am aware and understand that rain, runoff, or over-watering may cause the riding surface of the rings and grounds to become slippery, and that the slippery nature of the riding surface may not be apparent upon visual inspection. I am also aware and understand that the roads, grounds and fields at the facility any at any time be wet, slippery, rutted, eroded, rocky or contain holes.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE, AND LOSS THAT MAY RESULT TO ME AND/OR MY HORSE OR PROPERTY OR TO ANY OTHER PERSON AND THEIR HORSE OR PROPERTY CAUSED BY MY HORSE OR ANY HORSE UNDER MY CONTROL ENCOUNTERING UNSAFE CONDITIONS OF THE RINGS, ROADS OR GROUNDS WHETHER SUCH CONDITIONS WERE CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

7. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE: Stable, management, owners trainer(s), and any employees of such** for any loss, damage, injury (including death) or cost to me or my child's arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment.
8. Release **Stable, management, owners, trainers, and any employees of such** from any claim that **Stable, management, owners, trainers, and any employees of such** were negligent in connection with my or my child's riding a horse including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by **Stable, management, trainers, owners and any employees of such** or being on the premises of the Stable, which resulted in loss, damage, injury or death.
9. **INDEMNIFY, AND SAVE AND HOLD HARMLESS Stable, management, trainers, and any employees of such** from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse and/or and use of saddles, bridles, equipment and gear provided there with from or contributed to by me or my child's own negligence.
10. Agree to abide by and follow any instructions given or rules established by the **Stable, management, trainers** or any of its employees, guides or wranglers with regard to my or my child's riding or handling of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.
11. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of Virginia and is intended to be as broad and inclusive as is permitted by Virginia law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

12. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable, management, its owners, trainers, agents, employees, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.
13. **IT IS RECOMMENDED THAT I, MY CHILD, AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS NOT AVAILABLE AND HAS NOT BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY. IF I (AND/OR MY CHILD) DECLINE TO WEAR A HELMET IT IS AT MY/OUR OWN RISK.**
(PLEASE INITIAL HERE): _____.

This Agreement is given in part under the Virginia Equine Activity Liability Act (Code of Virginia § 3.1-790.130 et seq.) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning hereto, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to the sponsor/professional the fullest protection of a release, waiver of right to sue and assumption of all risks, which is afforded to the sponsor/professional by the Act and by general law.

I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver of Liability as a condition to Westwood Farms for allowing me and/or my child to ride, handle, and/ or be in close proximity to horse(s). I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of enjoying horses and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

Name: _____

Signature _____ Date: _____