

O'Sullivan Farms, LLC
P.O. Box 670 Charles Town, WV 25414 (304)725-2276

HORSE BOARDING AGREEMENT

WITNESS THIS AGREEMENT THIS _____ day of _____, in the year 2020,

by and between **O'Sullivan Farms, LLC**, hereinafter referred to as "Farm" and

_____, hereinafter referred to as "Owner."

1. FEES, TERM, AND LOCATION. Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Farm, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Farm reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Farm's opinion, is deemed to be dangerous or undesirable for Farm's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

All boarding bills shall be issued to owner on a monthly basis, and due and payable within thirty (30) days from date issued. In the event said payment is overdue by ten (10) days, Farm shall be entitled to exert a lien against said horse, and the 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 **West Virginia**.

For all new clients, a security deposit of \$1,000, payable with this Contract, will be required, and will be applied to the board bill. If a credit remains after the horse departs, the Owner will be refunded the remaining amount within thirty (30) days from the departure date.

The initial daily charge applicable to the services as set forth below are set forth in attached fee schedule.

2. DESCRIPTION OF HORSE(S) TO BE BOARDED. Owner agrees to submit a fully completed Mare Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

3. FEED, FACILITIES, AND SERVICES. Farm agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animals. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are as posted in the office of Farm and are subject to change at Farm's discretion.

4. RISK OF LOSS AND STANDARD OF CARE. During the time that the horse(s) is/are in custody of farm, farm shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the horse(s) or any other cause of action, whatsoever, arising out of or being connected in any

way with the boarding of said horse (s), except in the event of negligence on the part of farm, its agents, and/or employees. this includes, but is not limited to, any personal injury or disability the horse owner, or owner's guest, may receive on farm's premises.

The Owner fully understands that Farm does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Farm are to be borne by the Owner. Farm strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

The standard of care applicable to farm is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall farm be held liable to owner for equine death or injury in an amount in excess of five thousand dollars (\$5,000) per animal. owner agrees to obtain equine insurance for any animals valued in excess of five thousand dollars (\$5,000), at owner's expense, or forego any claim for amounts in excess of five thousand dollars (\$5,000). owner agrees to disclose this entire agreement to owner's insurance company and provide farm with the company's name, address and policy number. Failure to disclose insurance information shall be at owner's risk.

5. HOLD HARMLESS. Owner agrees to hold Farm harmless from any and all claims arising from damage or injury caused by owner's horse(s) to anyone, and defend Farm from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Farm.

6. VETRINARY AND EMERGENCY CARE. Owner must sign a Veterinary Consent Form with the resident veterinary to receive veterinary treatment and to arrange direct billing to Owner.

Farm agrees to attempt to contact Owner should Farm feel that medical treatment is needed for said horse(s), but, if Farm is unable to contact Owner, Farm is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by Owner within thirty (30) days from the date owner receives notice thereof, or Farm is authorized, as Owner's agent, to arrange direct billing to Owner.

Farm shall assume that owner desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless farm is instructed herein or on owner's information sheets, by owner that the horse(s) is/are not surgical candidates.

Owner agrees to notify Farm of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Farm as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

7. LIMITATION OF ACTIONS. Any action or claim brought by Owner against Farm for breach of this Contract or for loss due to negligence must be brought within (1) year of the date such claim or loss occurs.

8. SHOEING AND WORMING. Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide Farm with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Farm within thirty (30) days from the date of such services or veterinary treatment, Farm is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of the owner, and upon

presentation by Farm of the bill for such services rendered, including service charges, any bill shall be paid within thirty (30) days from the date the bill is submitted to the Owner.

9. OWNERSHIP-COGGINS TEST. Owner warrants that he owns the horse(s) and will provide proof satisfactory to Farm of the negative Coggins test upon request.

10. CHANGES OR TERMINATION OF THIS AGREEMENT. It is agreed by the parties that his Agreement may be changed or terminated upon thirty (30) days notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place in Farm's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Farm.

11. RULES AND REGULATIONS. The owner agrees to abide by all the rules and regulations of the Farm. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

12. RIGHT OF LIEN. The Owner is put on notice that Farm has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Farm will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Farm exercises Farm's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Farm's representatives setting forth the material facts of the default and foreclosure as well as Farm's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.

13. PROPERTY IN STORAGE ON FARM'S PREMISES. Upon approval by farm, Owner may store certain tack and equipment on the premises of Farm at no additional charge to Owner. However, Farm shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Farm as same is stored at the Owner's risk. Farm shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.

14. INHERENT RISKS AND ASSUMPTION OF RISK. The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a

negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

15. ENTIRE AGREEMENT. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of West Virginia, and shall be enforced and interpreted in accordance with the laws of said State.

16. ENFORCEABILITY OF CONTRACT. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Signature of Owner (or Authorized Agent) _____

Address: _____

City/State/Zip: _____

Telephone: _____

Signature of Farm Owner: _____

O'Sullivan Farms, LLC
P.O. Box 670
Charles Town, WV 25414
(304) 725-2276