

BOARDING AGREEMENT

This Board Agreement (“Agreement”) between Pond View Farm, LLC and _____ Residing at _____ (“Boarder”)

In consideration of the mutual obligations expressed herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agreed as follows:

1. Pond View Farm, LLC shall permit Boarder to stable at its facilities the horse or pony known to Pond View Farm, LLC as _____ (“Horse”), more particularly described as: _____
_____ And shall permit Boarder to have access to Horse’s exercise areas, tack rooms, and wash stalls in any manner which is consistent with Pond View Farm, LLC’s rules and regulations which may be posted or distributed from time to time, and in a manner which is not disturbing to the enjoyment of such facilities by Pond View Farm, LLC’s other boarders.
2. Pond View Farm, LLC also agrees to provide, and Boarder agrees to participate in the following additional services:

3. The agreement shall be for a term of one (1) month from the date stated above, and shall renew automatically for additional periods for one (1) month each until terminated by one of the parties by written notice delivered to mailed to the other party at least (15) days prior to the date of termination. Notice by Pond View Farm, LLC to boarder by mail to the address provided below, or by posting such notice on the Horse’s stall door will be deemed sufficient. Pond View Farm, LLC will render bills to Boarder monthly for the above boarding and other services, if any, at its then prevailing rates, and Boarder agrees to pay all such bills upon receipt. Boarder acknowledges that Pond View Farm, LLC has informed Boarder of its rates in effect as of the date of this agreement and boarder agrees that such rates are fair and reasonable charges for the boarding and other services, if any. Pond View Farm, LLC agrees that it will not change such rates without thirty (30) days notice given by posting at farm’s barn or other documentable notice, which notice shall be deemed sufficient to bind the parties.
4. In addition the charges set forth above, Boarder agrees to pay all charges which are reasonable necessary for the boarding, maintenance, and healthcare of the Horse Including, without limitation, charges for farmers, clipping, veterinary care, and medications. Boarder agrees that such charges may be added to the monthly board bill or may be billed separately at Pond View Farm, LLC’s discretion, and that any separate bills will be paid upon receipt.
5. Boarder agrees to pay Pond View Farm, LLC interest at the rate of 18% per annum (1.5% per month) on any amount owed to Pond View Farm, LLC, which is not paid within thirty (30) days of the date of Pond View Farm, LLC’s bill.
6. Boarder agrees that Pond View Farm, LLC shall have the absolute discretion to order any routine veterinary or farrier cares for the horse unless Pond View Farm, LLC receives prior written notice to the contrary from boarder. In addition, boarder agrees that Pond View Farm, LLC shall have the absolute discretions to order any veterinary or other care that is rendered necessary, in the opinion of Pond View Farm, LLC, by an emergency. Notwithstanding the foregoing, Pond View Farm, LLC shall not be liable to Boarder for any failure to obtain such care. Boarder shall be solely responsible for providing the horse’s insurer with any notice of illness or injury, which may be required by any policy of insurance covering the horse.
7. Boarder will proved Pond View Farm, LLC with a veterinary statement, including a copy of a negative coggins and recent Rhino and influenza vaccinations, before moving their horse to Pond View Farm, LLC. In the event that these documents prove fraudulent, Boarder will indemnify Pond View Farm, LLC for any cost of defending claims, including attorney fees arising from such misrepresentation, Boarder further agrees to indemnify and hold harmless Pond View Farm, LLC for any damages arising from misrepresentation of the horses good health.
8. Boarder acknowledges and agrees that Pond View Farm, LLC has no responsibility to acquire or provide insurance of liability, mortality, loss or use, medical or surgical care, or any other insurance coverage for the horse, for boarder, or for any other person, and that boarder must obtain such insurance at Boarder’s own expense if it is desired.
9. Boarder agrees to indemnify and hold Pond View Farm, LLC harmless from any and all claims, suits, or judgments arising out of any subrogation interest of any insurer or Boarder or of the Horse, and Boarders further agrees to defend Pond View Farm, LLC against any and all such subrogation claims and to indemnify Pond View Farm, LLC for any costs of defending such claims, including attorney’s fees.

10. In addition to any lien provided by law, Boarder hereby grants Pond View Farm, LLC a security interest in the horse and in any other personal property owned by Boarder which is located on Pond View Farm, LLC's premises, to secure the payments of all sums owed to Pond View Farm, LLC for Board or other services. Boarder authorized and appoints Pond View Farm, LLC, as Boarder's attorney-in-fact for the purposes of executing any financing statements and sales and consignment agreements, which may be necessary to protect the security interest and to sell the collateral. Boarder grants to Pond View Farm, LLC all remedies to secured parties. Including the right to sell the collateral at private or public sale and to deduct from the proceeds all board, transportation, an other expenses included in keeping and sale of the collateral, and any other sums due hereunder.
11. Subject to lien remedies set for the in Paragraph 9, Boarder agrees to remove the Horse from Pond View Farm, LLC's premises promptly upon termination of this Agreement. In event the Horse is not removed promptly, Pond View Farm, LLC shall have the following remedies, which may enforced following 10 days written notice, which may be posted on the horse's stall door, mailed or delivered to Boarder, in addition to any and all other remedies provided hereunder:
 - a. Pond View Farm, LLC may collect from Boarder at a daily rate computed based on Pond View Farm, LLC's current prevailing monthly rate board, together with interest, costs and attorney's fees; and/or
 - b. Pond View Farm, LLC may take possession and title of the Horse and dispose of the Horse in any manner which Pond View Farm, LLC deemed appropriate with all expenses of such disposal, including costs and attorney's fees, to be borne by Boarder
12. Boarder has been advised to wear ASTM approved protective headgear and hard-soled footwear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury resulting from failure to do so and/or from selecting headgear or footwear which does not adequately protect against injury.
13. In consideration of being permitted to board the horse at Pond View Farm, LLC's facilities, being permitted to use said facilities, and/or receiving training, Instruction, or other assistance from Pond View Farm, LLC or any of it's employees or agents in any location whatsoever, Boarder knowingly and expressly waives boarder's rights to sue Pond View Farm, LLC, their employees, agents, successors, heirs, and assigns, for any injury, Death, Loss, or damages caused to boarder or to boarder's property (including, without limitation, the horse), and boarder agrees to assume all risks inherent in boarding, riding, or otherwise coming in contact with horses, including, without limitation, the risks of injury, death, loss or damage to boarder's property. Boarder acknowledges that Boarder has given notice of the risks inherent in Equine activities. Including the propensity of an equine to behave in dangerous ways which may result in injury to a participant in an equine activity; the inability to predict an equine's reactions sound, movements, objects, persons, or animals; and hazards of surface or subsurface conditions, and boarder expressly agrees to assume all such risks and waives all rights to sue for injuries caused by such risks. This waiver and express assumption of risks shall specifically apply to boarder and to any and al minor children an/or wards of boarders, in accordance with the terms. Boarder further expressly agrees to indemnify and hold harmless Pond View Farm, LLC, their employees, agents, successors, heirs, and assigns, from any loss claims, suits or judgments resulting from any injury or claim or injury sustained by any other persons resulting from any injury or claim of injury sustained by any other persons invited to Pond View Farm, LLC's facilities by boarder or used the horse or any of boarder's other property with boarder's knowledge an/or consent.
14. If boarder is a minor or otherwise under a legal disability, this agreement shall be signed by boarder's parent or legal guardian, by signing, the parent or legal guardian agrees (1) To guarantee the payment and performance of all boarders' obligations hereunder including, without limitation, the payment of all sums owed for board or other services, interests, costs and attorney's fees; (2) To waive the parent's guardian and minor's rights to sue the parties name in paragraph 12, above; (3) To assume the risks set forth in paragraph 12, in addition all other risks or rider or otherwise coming into contact with horses; (4) To indemnify and hold harmless Pond View Farm, LLC, Their employees, agent, successors, heirs, and assigns from any loss, claims, suit, or judgments resulting from any injury, personal representative(s), and further indemnify Pond View Farm, LLC, their agents, employees, successors, heirs, and assigns from any and all costs of defending such claims including attorney's fees.
15. The parties agree that the waiver and indemnity provisions of this agreement shall apply to injury, death, loss or damage sustained by boarder and/or boarder's parent or guardian, regardless of whether such injury, death, loss or damage occurs on Pond View Farm, LLC premises or elsewhere.
16. The parties acknowledge that this document contains their entire agreement and there are no agreements or assurance not contained in writing herein. The agreement may not be changed, modified, or amended except by a writing signed by the parties.

