

Boarding Agreement for Consignment

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 200__ made by and between Hidden Creek Farm, (Kandi Sterling Agent) hereinafter referred to as "FARM," Providing services as an independent contractor, located at 30 Marshall Rd, Ruckersville, VA, 22968 and

Owner _____

Address: _____

City: _____ State _____ Zip _____

Phone: _____

email _____

1. Fees, Terms and Location

In consideration of \$ _____ per horse, per month, paid by owner in advance on the First day of each month, STABLE agrees to board the herein described horse(s) on a month to month basis commencing _____, 200__. Partial months boarding shall be paid on a pro-rata basis based on the number of days boarded in a standard 30 day month.

2. Horse:

Name _____ Age _____

Color _____ Registration # _____

Sex _____ Breed _____

3. FARM agrees to provide normal and reasonable care and handling to maintain the health and well being of the horse(s)

4. Coggins test is required for all horses.

5. RISK OF LOSS

During the time that the horse(s) is/are in the custody of FARM, FARM shall NOT be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on Farm's premises. OWNER fully understands and hereby acknowledges that FARM does NOT carry any insurance on any horse(s) not owned by FARM, including, but not limited to such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that ALL risks relating to boarding of horse(s) or for any other reason, for which the horse(s) is/are in the possession of STABLE, are to be borne by OWNER.

6. HOLD HARMLESS

OWNER agrees to hold FARM harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by FARM in defense of any claims.

7. EMERGENCY CARE

FARM agrees to attempt to contact OWNER, at the following emergency telephone number(_____), should FARM feel that medical treatment is needed for said horse(s). In the event the FARM is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by FARM, FARM is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by FARM as FARM determines is required for the health and well-being of said horse(s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that FARM is authorized to arrange direct billing by said care provide to the OWNER.

8. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due FARM under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determination of default.

9. ASSIGNMENT

This AGREEMENT may NOT be assigned by OWNER without the express written consent of FARM.

10. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to FARM as to the termination of this AGREEMENT. OWNER agrees to notify FARM for pick up of horse, by appointment. Horse(s) must be removed from FARM at the end of the agreement.

11. RIGHT OF LIEN

OWNER is put on notice that FARM 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 the horse(s), and also for any storage or other charges due hereunder, and further agrees FARM shall have the right, without process of law, to attach a lien to horse(s) after two (2) months of non-payment or partial payment and FARM can then sell horse(s) to recover its loss.

11. CONSIGNMENT SALE

1. FARM agrees to promote horse(s) for client and show due diligence in selling horse(s) for OWNER. This shall include placing free internet ads on horse classified websites, taking phone calls, showing the horse to perspective clients, being present as AGENT for vet checks, and acting as the sale agent.
2. Additional advertising may be placed by OWNER at the expense of OWNER
3. OWNER has the sole right to set the sale price, and to accept or reject any offer.
4. FARM makes no representations, or guarantees that the horse will sell for the price set by the owner.
5. FARM may terminate agreement at any time it feels horse(s) is/are not suitable for sale due to temperament or soundness.

6. OWNER may terminate agreement at any time (See 10)
7. OWNER may refer prospective buyers to FARM. In the event that OWNER wants to show the horse to a prospective buyer, farm MUST be notified via email 48 hours before the appointment.
8. OWNER may ride horse(s) at any time during regular business hours for 9 am to 7 pm.
9. OWNER agrees to pay FARM a percentage of the total sale price, as follows:

| | |
|-------------------------------------|-----------------------|
| If the horse sells in the 1st month | 14% of the sale price |
| If the horse sells in the 2nd month | 12% of the sale price |
| If the horse sells in the 3rd | 10% of the sale price |
| Any time after the 3rd month | 8% of the sale price |

This agreement is subject to the Laws of the State of Virginia.

OWNER

Date

Kandi Sterling, agent
Hidden Creek Farms

Date