

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between Opequon Enterprises, LLC (hereinafter referred to as "Owner") and _____(hereafter referred to as "Boarder").

WITNESSETH:

WHEREAS, the Boarder is the sole owner of (or owns an interest in and is the duly authorized agent of all of the other co-owners) of the animal described below, hereinafter referred to as "the animal, whether one or more"; and WHEREAS, the Boarder wishes to board the animal on the property of the Owner. Said animal is described as:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Care of Animal. The Owner shall allow the animal to be present upon the Owner's premises and shall supervise the care of the animal. Boarder shall see to the removal of horseshoes, trimming and current shots prior to the date of arrival. The Owner shall arrange for reasonable and necessary veterinarian care or other services on a needed basis, extra which farrier care or services shall be billed to the Boarder. No dental care shall be performed on the animal unless the Boarder makes arrangements for these services with Owner. All veterinary care shall be provided at the expense of the Boarder. The Owner may obtain such care if reasonably necessary. The Owner will see to the worming of the animal.

2. Liability for Costs. The boarder shall be liable for all board, veterinary and related charges incurred for the care of the animal. The Boarder shall also be liable for any other fees or charges incurred for the care of the animal. Such other charges shall include, but are not limited to, charges for any damage to facilities, stalls, fences, etc. of the facility beyond ordinary wear and tear, which may be caused by the animal of the Boarder.

3. Release of Liability. Neither the Owner, its employees or agents, shall be liable for any disease, accident, injury or death of the animal from any cause whatsoever including, but not limited to, fire, theft, lightning or Act of God; neither shall the Owner, his employees or agents, be liable for any injury or any injury or damage to any person, animal or property caused by the animal, the Boarder, his or her agents, employees or subcontractors, or from any cause whatsoever. The Boarder agrees to indemnify the Owner against any claim for any damage to any person, animal, or property caused by the animal, the Boarder, his or her agents, employees or subcontractors. As further consideration for use of the Owner's property, the Boarder agrees to execute the attached Waiver of Rights to Sue and Assumption of Risks (Exhibit "A").

4. Access to Facility. The Owner shall have absolute control over the facility including, but not limited to, the presence at the facility of persons, animals and property. The Boarder may visit the animal but must have permission in advance to come upon the property where the animal is boarded for the protection of the Boarder, the Owner and its staff, and the other animals. Neither the Boarder nor his or her agents or guests may ride upon any animal at the property owned or leased by Owner, unless written approval has been granted.

5. Board Rates. The basic field board for the animal shall be as follows: Two Hundred and Fifty Dollars (\$250.00) per month, or any portion of a month, for each animal kept on the premises of the Owner. Horses with special dietary or medicinal needs may pay more. Veterinary services shall be at the sole expense of the Boarder.

6. Payment of Board. The Boarder shall pay the Boarding fee to the Owner commencing the first day the animal is placed at the property and continuing upon the same day each month thereafter as long as the animal remains upon the property. Boarder agrees to pay all costs of collection, including reasonable attorney's fees, in case any payment due under this agreement is not made in accordance with the provisions herein.

7. Removal of Horses and Reasonable Care. The Boarder hereby agrees to be responsible for all costs and charges incurred in the transportation, and for any and all board, extra farrier and veterinary charges incurred for the care of such animal left upon the property, even if such charges are incurred at the request of the Owner, provided such charges are reasonably necessary under the circumstances presented to the Owner and that the Owner provides Boarder with notice of the delivery of such services within a reasonable time after their delivery.

8. Binding upon Heirs, etc. All terms and conditions of this Agreement shall be binding on the Boarder and their successors in interest including, but not limited to, their heirs, administrators, personal representatives and assigns.

9. Waiver. No term, provision or condition of this Agreement, nor their strict performance, nor any remedy provided for their breach shall be waived or lost by any prior acquiescence or forbearance on the part of the Owner.

OPEQUON ENTERPRISES

P.O. Box 5
Millwood, VA 22646

OWNER OF ANIMAL