

Kritter's Korner
14921 Largo Vista Drive
Haymarket, VA 20169
703 754-8393

Agreement made this _____ day of _____, 20____, by and between Kritter's Korner and (herein after called the "Boarder").

Now, therefor it is agreed as follows:

1. The Boarder covenants and warrants that it is in fact the owner (or legal guardian if owner is less than 18 years of age) of a _____ year old mare or gelding named _____.
2. The Boarder must provide Kritter's Korner with a certificate from a veterinarian indicating that the horse or pony of the Boarder has had a coggins test within the past year and that the results of said test were negative. The Boarder also states that, to the best of his/her knowledge, the horse has not been exposed to any contagious or infectious diseases for two weeks prior to his/her arrival at Kritter's Korner.
3. The Boarder agrees to practice good preventive medicine for the care of his/her horse or pony. This includes, but is not limited to maintaining a current coggins (within one year) and all immunizations, which are to be administered yearly. Kritter's Korner requires that the horse or pony be inoculated for the following: Eastern and Western Encephalitis, Rhinopneumonitis, Tetanus, Influenza, Potomac Fever and Rabies. The Boarder also agrees to have the horse or pony's teeth checked yearly and floated as needed.
4. Kritter's Korner agrees to provide the Boarder complete care services for the horse or pony named herein, including the pasture, up to 16 quarts of feed, hay, blanketing in the wintertime, and hay on a as needed basis for the sum of \$210.00 per month from the first day of each month beginning on _____, 20____: provided that payment is received by the fifth day of each month of which payment is due and there is no amount past due, *a discount of \$15.00 shall be allowed the Boarder for prompt payment.*
5. The cost of food supplements, shots, medicine, and veterinary care as well as shoeing expenses and those listed on the supplemental charges sheet are not included in the complete care services and are the sole responsibility of the Boarder.
6. Should the horse or pony become ill or injured, Kritter's Korner agrees to contact the Boarder as soon as possible for instructions. The Boarder agrees that if the Boarder cannot be reached and/or fails to reply to the notice and/or the horse or pony requires immediate action, Kritter's Korner shall have the right to use its best judgment in regard to measures to be taken for the welfare and health of the horse or pony.
7. The Boarder understands and agrees that he/she is solely responsible for his/her own tack and supplies for the horse or pony at Kritter's Korner, and that Kritter's Korner assumes no responsibility for the loss or damage of said tack and supplies. However, Kritter's Korner will take reasonable measures to insure the safekeeping of the Boarder's tack and supplies.

8. The Boarder understands that riding and being in the company of horses and ponies on the grounds of Kritter's Korner is a very hazardous activity. The Boarder has not been encouraged to ride horses or ponies on the grounds of Kritter's Korner, by any person, and does so of his/her own free will, specifically assuming the risk of any injury, accident, or mishap that might befall him/her.

The undersigned Boarder specifically releases:

- a. Kerrie A. Logsdon, individually
- b. Robert B. Logsdon, individually
- c. Edge Hill Homeowners Association
- d. All agents, employees, contractors, subcontractors, servants, licensees or concessionaires of Kerrie Logsdon and/or Edge Hill Homeowners Association.

The above named parties are hereby released from any liability in connection with any suits, actions, damages, liability and expense in connection with any loss of life, bodily or personal injury, or property damage arising from, or out, of any occurrence in, on, or from, the premises of Kritter's Korner or Edge Hill, especially the barn(s), paddocks, and riding areas, and the undersigned Boarder agrees to enter the above-mentioned areas at his/her own risk, and the undersigned Boarder hereby releases the parties above-named to the fullest extent possible from all claims of every kind arising by virtue of entry for any purpose onto Kritter's Korner, and specifically from riding or working with horses or ponies thereon.

This release is binding upon the heirs, successors, assigns, and personal representatives of the undersigned Boarder.

In the event that any of the above named parties are made party to any litigation arising out of any occurrence upon Kritter's Korner or Edge Hill involving the undersigned Boarder, the undersigned Boarder or his/her representatives shall protect and hold the above mentioned parties (Paragraph 8A & 8B) harmless and shall pay all the above mentioned parties costs, expenses and attorney's fees in connection with said litigation or claim.

Rider Releases. Boarder agrees to insure that all persons working with horse or ponies in the Boarder's care and custody will execute the Kritter's Korner Rider's Release prior to riding or working with horse or ponies at Kritter's Korner.

Insurance. Boarder covenants not to make any claim of any nature against or through Kritter's Korner and/or Kerrie A. Logsdon's insurance.

9. Should the Boarder or any of the Boarder's guest, invitees, employees or agents of any kind abuse a horse or pony, take unnecessary risks, or otherwise endanger others in the sole opinion of Kerrie A. Logsdon, the Boarder may be required to leave the premises immediately and this agreement may become null and void.

10. Kritter's Korner has insurance on its facilities in the event of fire or other casualty. However, Kritter's Korner does not assume responsibility or liability for any injury or illness common to horses or ponies while it is at Kritter's Korner. Kritter's Korner shall have no responsibility or liability for any injury or illness, which may so occur.

11. The Boarder is responsible for damage caused by its horse or pony, which includes, but is not limited to the breaking of a stall door or fence board, or injury to other property. The Boarder shall reimburse Kritter's Korner for the cost of the repairs due to such damage.

12. This agreement may be terminated by the Boarder or by Kritter's Korner upon thirty-day written notice with or without reason. Kritter's Korner may terminate this agreement at any time that such termination is deemed in the best interests of other Boarders at Kritter's Korner. The reasons for such termination include, but are not limited to, delinquent payments, the horse or pony developing a contagious disease, or him or her becoming a danger to the other animals at Kritter's Korner.

13. In the unlikely event of delinquent payments, Kritter's Korner reserves the right to sell any of the supplies owned by the Boarder if there is a balance 60 days overdue. The Boarder shall receive written notice 15 days in advance of any attempt to sell any of the Boarder's belongings. Any moneys remaining after the settlement of the debt to Kritter's Korner shall be returned to the Boarder.

14. Should the Boarder continue to be delinquent, Kritter's Korner reserves the right to sell said horse or pony in order to satisfy any balance 120 days overdue. The Boarder shall receive written notice 15 days in advance of any attempt to sell said horse or pony. Any moneys remaining after the settlement of the debt of Kritter's Korner will be returned to the Boarder.

15. Should it become necessary for Kritter's Korner to settle any outstanding debt with the Boarder in court, the Boarder shall be responsible for any and all costs and expenses associated with said litigation.

16. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrator, successors and assigns of the parties hereto.

17. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral representations or understandings. This agreement may not be modified or changed, except by written instrument executed by the parties hereto.

18. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the individual parties have signed and sealed this Agreement, having read same and understanding same.

BOARDER

KRITTER'S KORNER

BY: _____