

VERIDA FARM, LLC
BOARDING AGREEMENT

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and between Verida Farm, LLC., hereinafter referred to as “Stable,” and _____, hereinafter referred to as “Owner.”

TERM: This boarding agreement shall commence on _____, 20____ and shall continue indefinitely unless terminated pursuant to the terms of this Agreement.

LOCATION: Verida Farm, LLC is located at 1100 Woodside Avenue, Mertztown, Pennsylvania 19539.

FEES: Owner agrees to pay a boarding fee to Stable in the amount of \$_____ per day/week/month (circle one). Boarding fees are due on the first day of each and every month. If this Agreement is entered into on a day other than the first of the month then the first boarding fee due will be prorated for the month and shall be due at the signing of this agreement. Any boarding fees not paid by the 10th day of the month are subject to finance charges at the rate of _____.

SECURITY DEPOSIT: A security deposit in the amount of \$_____ shall be paid to Stable at the time of the signing of this agreement. The security deposit shall be returned to Owner within thirty (30) days after the termination of this agreement so long as all boarding and any other accrued fees have been paid.

STABLE’S RIGHT TO REJECT HORSES: If after the arrival of the horse the Stable believes the horse to be dangerous or otherwise undesirable for Stable’s operation, Stable reserves the right to terminate this Agreement and request that Owner remove the horse. Any boarding fees, vet bills or other fees related to the horse’s presence on Stable’s premises shall be the sole responsibility of Owner.

STABLE’S RIGHT TO ASSERT LIEN: In the event boarding fee is overdue by ten (10) days, Stable is entitled to exert a lien against said horse and Owner’s personal property upon the premises in accordance with the laws of the State of Pennsylvania.

OWNER INFORMATION: Owner agrees to provide to Stable an Owner Information Sheet setting out all of the contact information for Owner and a description of the horse to be boarded. A separate Owner Information Sheet shall be submitted for each horse boarded by Owner at Stable.

FEED, FACILITIES, SERVICES: In consideration for boarding fees paid by Owner, Stable agrees to provide adequate feed and shelter for normal and reasonable care required to maintain the health and well-being of the horse(s). Owner acknowledges that he/she has inspected the Stable's facilities and finds same in safe and proper order. Additional services to be provided by Stable along with charges for said services are posted in Stable's office and are subject to change at Stable's discretion.

EMERGENCY CARE On occasion horses will require emergency veterinary or farrier care. Stable agrees to attempt to contact Owner should Stable feel that medical attention is needed for said horse(s); however, if Stable is unable to contact Owner, then Owner authorizes Stable to secure emergency, veterinary and farrier care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

OWNER UNDERSTANDS THAT STABLE WILL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED IN ADVANCE BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES. ANY EMERGENCY VETERINARY CARE WILL BE BILLED DIRECTLY TO OWNER BY THE VETERINARY PROVIDING TREATMENT.

Owner's written instructions regarding emergency care in the event that Stable is unable to reach Owner for consultation including whether the horse is a surgical candidate and any dollar amount limitation are as follows:

_____ (Owner's initials)

Owner agrees to notify Stable of any and all changes 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 Stable 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 horse(s).

ROUTINE ANIMAL MAINTENANCE: Stable agrees to schedule necessary farrier appointments and deworming of the horse(s) as is reasonably necessary at Owner's expense. Stable will then bill Owner for the costs and payment is due to Stable within fifteen (15) days of the billing date. Any routine veterinary care such as annual vaccinations and Coggins tests shall be scheduled by Stable and the cost of same will be billed to the Owner by the Veterinarian providing the service.

At the time of the signing of this Agreement Owner agrees to provide Stable with all the health records with regard to his/her horse(s) boarded at Stable that Stable may need in order to provide horse(s) with adequate care.

COGGINS TEST Owner will provide Stable proof a negative Coggins test prior to delivering horse(s) to Stable.

OWNERSHIP By signing this Agreement Owner warrants that the horses(s) that are the subject of this Agreement are either owned by Owner or that Owner has the legal authority to arrange for care of the horse(s).

STANDARD OF CARE: THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF THE ORDINARY CARE PROVIDED BY A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

RISK OF LOSS: OWNER UNDERSTANDS AND AGREES THAT THE RISK OF LOSS OF THE HORSE(S) REMAINS WITH OWNER DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF STABLE. STABLE 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 BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF STABLE, 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 Stable's premises.

The Owner fully understands the Stable does not carry any insurance on any horse(s), not owned by it, located on Stable's premises 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 Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

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

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

MODIFICATION OR TERMINATION: Owner agrees that Stable may modify this agreement at any time. Stable agrees that Owner will be given a thirty (30) day notice of any

modifications. Either party may terminate this agreement upon a thirty (30) day notice to the other, regardless of the rental period. Any notices required by this provision shall be sent in writing to Verida Farm, LLC 1100 Woodside Avenue, Mertztown, Pennsylvania 19539 and to the Owner at the Owner's billing address provided on the Owner information sheet.

RELEASE OF ANIMAL: In the event someone other than the Owner shall call for the horse(s) such person shall have written authority signed by the Owner prior to Stable releasing the horse(s).

RIGHT OF LIEN: Owner is put on notice that Stable has a right of lien as set forth in the laws of the State of Pennsylvania, 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, Stable 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 Stable exercises Stable'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 Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable'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 fees and costs.

PROPERTY IN STORAGE ON STABLE'S PREMISES: Owner may store certain equipment on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any equipment or other property stored at Stable as same as stored at the Owner's risk.

INHERENT RISKS AND ASSUMPTION OF RISK:

WARNING You are advised that there are inherent risks, including risk of serious injury or death, while engaging in equine activities. By engaging in equine activities and in accordance with the terms of this agreement, you hereby assume risks of all injury or death.

Owner acknowledges that 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 injury, harm or death to persons on or around them; the unpredictability of an equines 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 person to act in a negligent manner that may contribute to injury to that individual or others, such as failing to maintain control over the animal while handling said animal. Owner expressly releases Stable from any and all claims for personal injury or property damage, even if caused by negligence (if

allowed by the laws of this State) by Stable or its representatives, agents or employees.

ENTIRE AGREEMENT: This writing 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.

CHOICE OF FORUM/CHOICE OF LAW: This contract is made and entered into in the State of Pennsylvania, and shall be enforced and interpreted in accordance with the laws of said State.

SEVERABILITY: In the event one or more parts of this Agreement are found to be unenforceable or illegal the other portions hereof shall be deemed in full force and effect.

PARTIES BOUND: The terms, conditions and provisions of this Agreement are binding upon and shall inure to the benefit of Stable and Owner and their respective heirs, personal representatives, successors and assigns.

Stable and Owner have executed this Agreement as of the day, month and year written above.

STABLE:

Verida Farm, LLC

By _____
Michele Oren, President

OWNER:
