

## DAYBREAK STABLES BOARD RATE SHEET AND PAYMENT AGREEMENT

This Boarding Agreement is made this \_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by and between DAYBREAK STABLES, INC. 640 Cedarwood Ln. White Post, VA 22663 (hereinafter "DAYBREAK STABLES") and \_\_\_\_\_ (hereinafter "Boarder").

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

1. At the monthly rate of \$\_\_\_\_\_, for \_\_\_\_\_ (type of service) DAYBREAK STABLES shall permit Boarder to board at DAYBREAK STABLES' facilities in White Post, Virginia, the horse or pony known as \_\_\_\_\_, more particularly described as follows:

REGISTERED NAME (if different than above) \_\_\_\_\_

AGE/YOB: \_\_\_\_\_ HEIGHT: \_\_\_\_\_ SEX: \_\_\_\_\_ COLOR: \_\_\_\_\_ MICROCHIP #: \_\_\_\_\_

MARKINGS/TATOOS/BRANDS (if any):  
\_\_\_\_\_

BREED: \_\_\_\_\_ SIRE: \_\_\_\_\_ DAM: \_\_\_\_\_

(hereinafter "the Horse"). The monthly fee includes routine feet trimming, deworming, vaccinations and dental floating. Boarder acknowledges that DAYBREAK STABLES 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, to be provided. DAYBREAK STABLES agrees that it will only change its rates with thirty days' advance notice to Boarder.

2. PAYMENT TERMS: Boarder shall pay monthly board fees in advance, by the 1<sup>st</sup> day of each month using PayPal, Venmo or by check sent to DAYBREAK STABLES' address. Extra expenses not included in the monthly fee, if any, will be billed to Boarder by separate invoice. Boarder shall pay any such expenses within 30 days from the date the invoice is received. A 10% convenience charge will be added to any bill paid by DAYBREAK STABLES on behalf of Boarder that should have been paid directly by Boarder to the service provider. Any bill past due will automatically incur a 1.5% interest charge added to the unpaid bill. Billing disputes must be raised within 15 days of receipt of the invoice or bill will stand. Boarder agrees to pay DAYBREAK STABLES interest at the rate of 18% per annum (1.5% per month), in addition to all costs of collection, including attorneys' fees, on any amount owed to DAYBREAK STABLES which is not paid within thirty days of the date of receipt of DAYBREAK STABLES' invoice.

3. TERM AND TERMINATION: This Agreement shall be for a term of one month from the date stated above, and shall renew automatically for additional periods of one month each until

terminated by one of the parties. This Agreement will terminate upon 30 days written notice hand-delivered or mailed to the other party, or by mutual agreement in writing signed by both parties, (Notice by DAYBREAK STABLES to Boarder by mail to the address provided below, or to a subsequent address provided to DAYBREAK STABLES by Boarder; Notice by Boarder to DAYBREAK STABLES at the address provided above), or upon Boarder's abandonment of the Horse. Boarder shall give DAYBREAK STABLES 30 days' notice of termination and shall pay all charges accruing through the thirtieth day even if the Horse is removed prior thereto. Subject to the lien remedies set forth herein, Boarder agrees to remove the Horse from DAYBREAK STABLES' premises promptly upon termination of this Agreement.

4. LIEN: In addition to the provisions described above and any lien provided by law, Boarder hereby grants DAYBREAK STABLES a security interest in the Horse and in any other personal property owned by Boarder that is located on DAYBREAK STABLES' premises, to secure the payment of any and all sums owed to DAYBREAK STABLES pursuant to this Agreement. Boarder authorizes and appoints DAYBREAK STABLES as Boarder's attorney-in-fact for the purposes of executing any financing statements and sales and consignment agreements which may be necessary to perfect the security interest and to sell the collateral. Boarder grants to DAYBREAK STABLES all remedies to secured parties under Article 9 of the Commercial Code (Virginia Code Ann. §§8.9A-101 *et seq.*) including the right to sell the collateral at private or public sale and to deduct from the proceeds all board, transportation, and other expenses included in the keeping and sale of the collateral, and any other sums due hereunder.

5. ABANDONMENT: Boarder agrees that for the purposes of this Agreement, "abandonment" of the Horse shall occur upon any of the following events: (a) Boarder's failure to pay DAYBREAK STABLES any sums due it pursuant to this Agreement within 90 (ninety) days of the date due, or; (b) Boarder's failure to remove the Horse from DAYBREAK STABLES' premises within 60 (sixty) days after the termination of this Agreement by written notice. It is the intent of the parties that in the event of Boarder's abandonment of the Horse, the Horse and any other personal property owned by Boarder and located on DAYBREAK STABLES' premises shall become the exclusive property of DAYBREAK STABLES, and DAYBREAK STABLES may take possession and title of the Horse and any such personal property of Boarder without resort to legal action, other authorization or further notice to Boarder. Boarder understands and agrees that if DAYBREAK STABLES takes possession and title of the Horse, DAYBREAK STABLES may dispose of the Horse in any manner which it deems appropriate, with all expenses of such disposal, including costs and attorneys' fees to be borne by Boarder.

#### 6. VETERINARY AND OTHER CARE AND VETERINARY POWER OF ATTORNEY:

A. ROUTINE VETERINARY AND OTHER CARE: DAYBREAK STABLES shall provide routine veterinary and farrier care (including feet trimming, deworming, vaccinations and dental floating) for the Horse. DAYBREAK STABLES shall have the sole and absolute discretion to determine the service provider and manner of routine care.

B. NON-ROUTINE VETERINARY AND OTHER CARE: Boarder agrees that DAYBREAK STABLES shall have the absolute discretion to order any non-routine veterinary or other care rendered necessary by an event it deems to be an emergency,

including euthanasia if recommended by a veterinarian, up to the preauthorized spending limit specified below. DAYBREAK STABLES shall make reasonable efforts to contact Boarder or the designated representative at the telephone number provided below if DAYBREAK STABLES determines in its sole discretion that non-routine veterinary or other services for the Horse are required. If such non-routine veterinary or other care exceeds the preauthorized spending limit specified below, DAYBREAK STABLES shall have the sole and absolute discretion to order euthanasia. DAYBREAK STABLES shall not be liable to Boarder for any failure to obtain emergency or non-routine care. Boarder shall be solely responsible for providing the Horse's insurer with any notice of illness or injury that may be required by any policy of insurance covering the Horse.

Preauthorized spending limit for emergency and/or critical care: \$ \_\_\_\_\_.

Please write out spending limit for amount indicated:

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Indicate preference for receiving bills/invoices for non-routine services:

Email or  Mail

Emergency contact NAME and #:

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7. Boarder warrants that the Horse is presented in good health and has a negative EIA/Coggins test within the past 12 months. Boarder acknowledges and agrees that Full Board is the only service level at which DAYBREAK STABLES will administer, by provision of the Boarder, ongoing supplements, medications or therapies necessary for the Horse to remain in good health. Boarder will indemnify and hold harmless DAYBREAK STABLES for any damages, or costs of defending any claims, including attorneys' fees, arising from any misrepresentation of the Horse's good health, including any failure of the Boarder to supply known and necessary regularly administered supplements, medications or therapies required for the Horse, and written instructions for their use.

8. INSURANCE AND RISK OF LOSS. Boarder acknowledges and agrees that DAYBREAK STABLES has no responsibility to acquire or provide insurance for liability, mortality, loss of use, medical or surgical care, or any other insurance coverage for the Horse, for Boarder, for Boarder's personal property, or for any other person or person's property, and that Boarder must obtain such insurance at Boarder's own expense if it is desired. Boarder assumes any and all risk of loss or injury to the Horse and to any personal property kept at DAYBREAK STABLES and agrees to release and hold harmless DAYBREAK STABLES therefrom. Boarder agrees to indemnify and hold DAYBREAK STABLES harmless from any and all claims, suits, or judgments arising out of any subrogation interest of any insurer of Boarder or of the Horse, and Boarder further agrees to defend DAYBREAK STABLES against any and all such subrogation claims and to indemnify DAYBREAK STABLES for any costs of defending such claims, including attorney's fees.

**9. BOARDER AGREES TO INDEMNIFY AND HOLD HARMLESS DAYBREAK STABLES, CEDARWOOD FARM, GREENWOOD FARM AND THEIR OWNERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS, OR DAMAGE SUSTAINED OR CLAIMED BY THE BOARDER OR THE BOARDER'S PERSONAL REPRESENTATIVE(S), AND FURTHER TO INDEMNIFY DAYBREAK STABLES, ITS EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEY'S FEES.**

10. Boarder also warrants that s/he is the owner of the Horse. In the event that Boarder is not the owner of the Horse, Boarder must obtain the owner's signature to this Agreement.

11. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, and shall be construed and governed in accordance with the laws of the Commonwealth of Virginia. Jurisdiction and venue for any action between the parties hereto shall be in a state court of competent jurisdiction in Clarke County, Virginia. In the event of any litigation between the parties to this Agreement, it is expressly agreed that the non-prevailing party shall be liable to the prevailing party for the latter's reasonable attorneys' fees and costs of litigation. In the event that any portion of this Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of the Agreement, which shall survive intact.

**BY MY SIGNATURE BELOW, I AGREE TO THE TERMS SET FORTH HEREIN:**

BOARDER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Boarder's Address, E-mail and Phone:  
\_\_\_\_\_  
\_\_\_\_\_

OWNER OF HORSE (if different from Boarder):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Owner's Printed Name, Address, E-mail and Phone:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please complete and sign this document and return it to: [info@virginiahorseretirement.com](mailto:info@virginiahorseretirement.com) or

Daybreak Stables, Inc., 640 Cedarwood Lane, White Post, VA 22663