



Westwood Farms

2033 Meander Run Road
 Locust Dale, VA 22948
 www.westwoodfarms.net



Lease Contract

This contract is made by and between Lessee (see Parties to the Contract: Lessee) and Stable (see Parties to the Contract: Farm) for the boarding of the horse listed below subject to the terms listed below:

Section I. Parties to the Contract

Lessee	
Name:	Phone (H):
Address:	Phone (W):
City:	Phone (C):
State, Zip:	E-mail:
Horse Information	
Name:	Registries:
Breed:	Registration #s
Date of Birth:	Color:
Health Information:	<p>Y N <i>Colic</i></p> <p><input type="checkbox"/> <input type="checkbox"/> Frequency: _____ Last Episode: _____</p> <p>Method of Treatment: _____</p> <p><input type="checkbox"/> <input type="checkbox"/> <i>Founder</i></p> <p>Frequency: _____ Last Episode: _____</p> <p>Method of Treatment: _____</p> <p><input type="checkbox"/> <input type="checkbox"/> <i>Allergies:</i> _____</p> <p>Frequency: _____ Last Episode: _____</p> <p>Method of Treatment: _____</p> <p>Habits/Vices (such as cribbing, biting, weaving, rinsing food, morning naps, etc.)</p> <p>_____</p> <p>_____</p> <p>_____</p>
Insurance Information	<p>Is the Horse insured? <input type="checkbox"/> Yes <input type="checkbox"/> No. What is the value of the horse: \$ _____</p> <p>Insurance Carrier (Equine Mortality): _____</p> <p>Phone Number: _____ Policy Number: _____</p> <p>Carrier's Address: _____</p>

Stable			
Designated Reps:	Jarred & Stephanie Langston	Farm Owners:	Anthony & Linda Clatterbuck
Address:	2033 Meander Run Road	Farm Address:	Guy Clatterbuck, Trustee
	Locust Dale, VA 22948		2033 Meander Run Road
Phone (C):	540-825-1300		Locust Dale, Virginia 22948
E-mail	stephanie@westwoodfarms.net	Website:	www.westwoodfarms.net

Conditions of the Contract

Section II. Financial Responsibilities

The Lessee agrees to pay the following fees:

- **Boarding Fees.** (if applicable). Lessee is responsible for all boarding fees if applicable.
- **Feed.** Stable shall provide hay (when necessary), grass and fresh water.
- **Deworming.** Regular rotation deworming every other month shall be performed by Stable.
- **Veterinary Fees.** All veterinary care, including but not limited to: vaccinations, dental work, and emergency veterinary services, shall be at the expense of the Stable.
- **Farrier Fees.** Stable shall provide trims. Shoeing shall be at the expense of the Lessee.

Section III. Payment

Payment is due in advance or on the same day of each and every month at the rate of \$275 per month, beginning on _____ (mo./day/yr.), made payable to Stephanie Langston and mailed or personally delivered to 2033 Meander Run Road, Locust Dale, Virginia 22948. Zelle transfers and Paypal (friends & family only or sender is responsible for fees) should be sent to stephanie@westwoodfarms.net. If Payment is more than five (5) days late, the lease is automatically terminated.

Section V. Disclaimers

a. **Protective Equestrian Headgear**

I, for myself and/or on behalf of my child or legal ward, have been warned and advised by Stable and I do understand that not wearing protective headgear increases the risk of serious injury and/or death. If the rider and/or parent or guardian, if minor, refuses to wear protective headgear it is at their own risk.

I, for myself and/or on behalf of my child or legal ward, heirs, administrators, personal representatives or assigns, release and discharge Stable and their respective officers, directors, employees, agents, representatives, insurers, assigns, and others acting on their behalf, or and from all claims, demands, or causes of action, whether the same be known or unknown, anticipated unanticipated, resulting from or arising out of bodily injury or property damage that may be sustained, or property damage which may occur, as a result of not wearing an SEI Certified – ASTM Equestrian Helmet.

(Signature)

(Name of Boarder/Rider)

Section VII. Agreement

Lessee’s signature on this Contract certifies and attests to the fact that Lessee has read and fully understands all of the terms and conditions outlines herein, and accepts this Contract as a legal and binding instrument on behalf of the Lessee, Lessee’s heirs, successors and assigns. This agreement constitutes the entire agreement between the parties. No other agreements, whether verbal or implied, are included. This contract may not be transferred or assigned. In the event it becomes necessary to refer debts arising from this contract to an attorney for collection, or if suit is instituted hereon, Lessee agrees to pay all reasonable court costs and attorney’s fees incurred in the suit or collection. Lessee further agrees that this contract is made and entered into in the County of Madison, state of Virginia and that it shall be interpreted, transacted and enforced under the laws of said state and within the designated county, regardless of the manner or location of solicitation.

Lessee Signature: _____

Date: _____

Lessee Print Name: _____

Date: _____

Stable Representative Signature: _____

Stable Representative Print Name: _____

BARN RULES

RESPECT OF OTHERS:

- ✓ Lessee understands and agrees that the facility grounds are to remain at all times, suitable for other persons in such area, and that *no belligerent, malicious, defamatory, lewd, vulgar, profane, racist, or otherwise objectionable conduct or language will be tolerated*. Lessee hereby consents that his/her conduct will at all times be dignified and civil, and hereby authorizes his/her immediate expulsion and permanent exclusion from the facility grounds if he/she breeches this covenant.
- ✓ Spending quality time with one's horse is precious to all of us. Boarders will respect the privacy of each individual and not impose on them with gossip, personal problems or unwanted advice. *Boarders will be held solely responsible for any of their guests on the facility grounds at all times.

RELEASE FORMS:

- ✓ **Release forms are required for any person who comes on to the facility grounds. See management for forms if you cannot locate them in the barn.**

ATTIRE:

- ✓ Proper equestrian shoes/footwear **are recommended** to be worn at all times while on the facility grounds. Anyone not wearing proper shoes/footwear understand that there is risk involved, that includes but is not limited to being stepped on by a horse.
- ✓ It is the responsibility of the boarder to wear protective headgear at all times for any type of riding. All riders understand that there is an inherent risk when riding and that it is recommended to always wear a properly fitted and approved riding helmet. If no approved protective equestrian helmet is worn it is at the riders own risk.
- ✓ It is recommended that all persons who do jump, have an observer with them who can assist should an accident occur.

ALCOHOL:

- ✓ Alcohol is not permitted on the facility grounds unless there is prior written approval from barn management.

TRAIL COURSE/ JUMPING OBSTACLES:

- ✓ The trails and obstacles located on the facility are available for your use. If you or your horse moves an obstacle please return it to its original place.

SMOKING:

- ✓ Smoking will be allowed in designated areas only, due to the potential risk of fire. No smoking will be allowed within twenty (20) feet of hay storage areas, barns or stalls, or anywhere else combustible material may be found. Please dispose of your butts in a trash cans, not the ground.

PERSONAL ARTICLES:

- ✓ Stable is not responsible for personal articles that are lost or stolen.
- ✓ All tack and supplies are to be stored in the tack room.
- ✓ Any items not properly stored may be picked up by stable management and/ or employees and placed in a designated lost and found area. After two full weeks and no claiming of item(s), stable has full right of possession of item(s) and may throw away, donate, or do with whatever is deemed appropriate by management.
- ✓ No Tack Boxes/ Trashcans/ Containers will be allowed in front of stalls without approval from barn management. Tack boxes and lockers are permitted in the tack room and upstairs office provided there is space available.

TYING OF HORSES:

- ✓ At no time will the boarder or handler tie a horse to any of the stall gates, arena gates or fencing.
- ✓ Horses should only be tied in designated tie areas

MAINTENANCE:

- ✓ It is the shared responsibility of both the boarder and Stable to report any problems or maintenance issues regarding broken jumps, gates, stalls, etc.

HOURS:

- ✓ The facility gate will open at 7:00 AM and close at 9:00 PM. The boarding facility is open daily to boarders unless posted otherwise by management.

CHILDREN SUPERVISION:

- ✓ All children must be under adult supervision at all times while on the facility grounds.
- ✓ It is not the responsibility of the Stable, Trainers, or its' Staff to supervise children while on facility grounds.

STORAGE:

- ✓ Do not leave feed bags or bags of bedding outside of your stall or tack shed, if they are not removed within 24 hours stable has the authority to dispose of or remove such unapproved items.

CLEANLINESS:

- ✓ It is the responsibility of the Lessee to ensure that all areas used for clipping or shoeing are cleaned to their respective state upon completion.
- ✓ Brooms and rakes are available, and please return them when finished.
- ✓ Muck buckets are for manure only, please put trash in designated trash cans.
- ✓ Please remind your farrier to clean up and use a magnet to pick up metal nails and fines. It is at the management's discretion that if at any point the farrier does not follow these rules the farrier will no longer be allowed on facility grounds.

VEHICLE USAGE AND PARKING:

- ✓ Motor driven vehicles, with the exception of Stable's, Vet's, Horseshoer's, and Trainer's vehicles, are to be confined to the roads and parking locations within the facility grounds, except when loading and unloading heavy supplies, such as grains and shavings. PLEASE DRIVE SLOW!!!!
- ✓ Please do not block the barn aisle, shop or lower barn with your vehicle at any time.
- ✓ Horse trailer parking spaces may be used as overflow parking for vehicles.

DOGS:

- ✓ Management reserves the right to restrict any and all dogs from property if there are any safety concerns or issues. Dogs must stay with Lessee at all times

TRAIL RIDING:

- ✓ It is suggested that boarders notify someone when leaving the grounds for a trail ride.

ATTENTION!!! PLEASE HAVE ALL GUESTS SIGN THIS FORM

RELEASE AND WAIVER OF LIABILITY

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD IF APPLICABLE) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF STEPHANIE FORD, WESTWOOD FARMS, THE TRAINER(S), THE MANAGEMENT, THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS ("THE RELEASEES").

I, _____ (and if applicable my minor child _____) (Hereinafter the Undersigned) reside at (Street Address) _____ in (City) _____ (State) _____ (Zip) _____.

In consideration for allowing me (and/or my minor child if applicable) to be in close proximity to horse(s), to ride, and/or handle horse(s) and on behalf of myself, and/or my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, may but is not limited to buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's foot/feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider/ handler or spectator to be injured, fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.
2. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear. I further understand that it is my responsibility to be instructed in the proper methods of handling and riding a horse, and that I should wear proper safety equipment at all times while riding horses, including without limitation, a helmet and riding boots, and that it is my sole responsibility to obtain safety equipment and safety instruction for this sport.
4. I, for myself and/or on behalf of my child or legal ward, have been warned and advised and I do understand that not wearing an SEI Certified – ASTM Equestrian Helmet and/or proper riding equipment increases the risk of serious injury and/or death. If the rider and/or parent or guardian, if minor, refuses to wear protective headgear it is at their own risk.
5. **RIDING LESSONS/ RIDING.** I HEARBY AGREE THAT I AM RESPONSIBLE FOR MAINTAINING CONTROL OF THE HORSE I RIDE; AND THE INSTRUCTOR OR ANY OTHER PERSON WILL NOT BE HELD LIABLE. INITIALS _____
6. I am aware and understand that in the ordinary course of business, motor vehicles (with or without horse trailers) continuously enter and exit the facility in close proximity to the areas and in the same areas in which horses are kept, groomed or ridden. Furthermore, tractors and other machinery are used on a daily basis in the operation, maintenance and repair of the facility. I also understand that people are working, walking, running, riding, handling horses, lunging horses, "turning out" horses, dogs bark, flags and other objects wave and other activities and conditions not limited to above listed items, these may cause horses to react in an unpredictable and dangerous manner without warning.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND LOSS THAT MAY RESULT TO ME AND/OR MY HORSE OR PROPERTY OR ANY OTHER PERSONS AND THEIR HORSE OR PROPERTY CAUSED BY ANY SUCH REACTION OF MY HORSE OR OF ANY OTHER HORSE UNDER MY CONTROL.

I am aware and understand that rain, runoff, or over-watering may cause the riding surface of the rings and grounds to become slippery, and that the slippery nature of the riding surface may not be apparent upon visual inspection. I am also aware and understand that the roads, grounds and fields at the facility any at any time be wet, slippery, rutted, eroded, rocky or contain holes.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE, AND LOSS THAT MAY RESULT TO ME AND/OR MY HORSE OR PROPERTY OR TO ANY OTHER PERSON AND THEIR HORSE OR PROPERTY CAUSED BY MY HORSE OR ANY HORSE UNDER MY CONTROL ENCOUNTERING UNSAFE CONDITIONS OF THE RINGS, ROADS OR GROUNDS WHETHER SUCH CONDITIONS WERE CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

7. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE: Stable, management, owners trainer(s), and any employees of such** for any loss, damage, injury (including death) or cost to me or my child's arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment.
8. Release **Stable, management, owners, trainers, and any employees of such** from any claim that **Stable, management, owners, trainers, and any employees of such** were negligent in connection with my or my child's riding a horse including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by **Stable, management, trainers, owners and any employees of such** or being on the premises of the Stable, which resulted in loss, damage, injury or death.
9. **INDEMNIFY, AND SAVE AND HOLD HARMLESS Stable, management, trainers, and any employees of such** from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse and/or and use of saddles, bridles, equipment and gear provided there with from or contributed to by me or my child's own negligence.
10. Agree to abide by and follow any instructions given or rules established by the **Stable, management, trainers** or any of its employees, guides or wranglers with regard to my or my child's riding or handling of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.
11. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of Virginia and is intended to be as broad and inclusive as is permitted by Virginia law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

12. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable, management, its owners, trainers, agents, employees, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.
13. **IT IS RECOMMENDED THAT I, MY CHILD, AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS NOT AVAILABLE AND HAS NOT BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY. IF I (AND/OR MY CHILD) DECLINE TO WEAR A HELMET IT IS AT MY/OUR OWN RISK.**
(PLEASE INITIAL HERE): _____.

This Agreement is given in part under the Virginia Equine Activity Liability Act (Code of Virginia § 3.1-790.130 et seq.) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning hereto, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to the sponsor/professional the fullest protection of a release, waiver of right to sue and assumption of all risks, which is afforded to the sponsor/professional by the Act and by general law.

I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver of Liability as a condition to Westwood Farms for allowing me and/or my child to ride, handle, and/ or be in close proximity to horse(s). I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of enjoying horses and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

Name: _____

Signature _____ Date: _____