

SPRING LEDGE FIELD BOARD

RATE SHEET AND PAYMENT AGREEMENT

This Boarding Agreement (hereinafter "Agreement") is made this _____ day of _____(month), _____(year), by and between SPRING LEDGE, LLC (hereinafter "SPRING LEDGE") 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 \$_____, SPRING LEDGE shall permit Boarder to field board at SPRING LEDGE's facilities in The Plains, Virginia, the horse or pony known as _____, more particularly described as follows:

AGE: _____ HEIGHT: _____ SEX: _____ COLOR: _____

MARKINGS/TATOOS/BRANDS (if any): _____

BREED: _____

SIRE (if known): _____ DAM (if known): _____

DATE/YEAR OF BIRTH (if known): _____

BREED REGISTRY INFORMATION (if applicable): _____

(hereinafter "the Horse"). The monthly fee includes trimming feet, worming, vaccinations and dentist. Boarder acknowledges that SPRING LEDGE 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. SPRING LEDGE agrees that it will not change its rates without thirty days notice.

2. PAYMENT TERMS: Boarder shall keep a credit card on file. Boarder's credit card will be charged automatically on the _____ day of each month for that month's board. Extra expenses, if any, will be billed separately. Boarder has 30 days to pay from the date the invoice is received. A 10% convenience charge will be added to any bill paid by Spring Ledge LLC on behalf of Boarder that should have been paid directly by Boarder. Any bill 60 days past due will be automatically billed to the credit card on file. If the credit card does not go through, a 1.5% interest charge will be added to the unpaid bill. Billing disputes must be raised within 15 days of receipt or bill will stand. Boarder agrees to pay SPRING LEDGE 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 SPRING LEDGE which is not paid within thirty days of the date of SPRING LEDGE's bill.

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 written notice hand-delivered or mailed to the other party (Notice by SPRING LEDGE to Boarder by mail to the address provided below, or to a subsequent address provided to SPRING LEDGE by Boarder; Notice by Boarder to SPRING LEDGE at the address provided above), or upon Boarder's abandonment of the Horse. Boarder shall give SPRING LEDGE 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 SPRING LEDGE's 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 SPRING LEDGE a security interest in the Horse and in any other personal property owned by

Boarder that is located on SPRING LEDGE's premises, to secure the payment of any and all sums owed to SPRING LEDGE pursuant to this Agreement. Boarder authorizes and appoints SPRING LEDGE 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 SPRING LEDGE 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 Spring Ledge 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 Spring Ledge's 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 Spring Ledge, shall become the exclusive property of SPRING LEDGE, and SPRING LEDGE 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 SPRING LEDGE takes possession and title of the Horse it 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 POWER OF ATTORNEY:** SPRING LEDGE agrees to make reasonable efforts to contact Boarder in the event veterinary services for the Horse may be required. If SPRING LEDGE cannot reach Boarder or a designated representative, then Boarder agrees that SPRING LEDGE shall have the absolute discretion to order any routine veterinary or farrier care for the Horse unless SPRING LEDGE receives prior written notice to the contrary from Boarder. In addition, Boarder agrees that SPRING LEDGE shall have the absolute discretion to order any veterinary or other care, (____including euthanasia if recommended by a veterinarian, and owner or a designated representative cannot be reached within 60 minutes of such recommendation/____not including euthanasia) that is rendered necessary, in the opinion of SPRING LEDGE, by an emergency. Notwithstanding the foregoing, SPRING LEDGE shall not be liable to Boarder for any failure to obtain such 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: \$ _____. Emergency contact #: _____.

7. Boarder warrants that the Horse is in good health and has a negative Coggins. Boarder will indemnify and hold harmless SPRING LEDGE for any damages, or costs of defending any claims, including attorneys' fees, arising from any misrepresentation of the Horse's good health.

8. **INSURANCE AND RISK OF LOSS.** Boarder acknowledges and agrees that SPRING LEDGE has no responsibility to acquire or provide insurance for liability, mortality, loss or 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 SPRING LEDGE and agrees to release and hold harmless SPRING LEDGE therefrom. Boarder agrees to indemnify and hold SPRING LEDGE 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 SPRING LEDGE against any and all such subrogation claims and to indemnify SPRING LEDGE for any costs of defending such claims, including attorney's fees.

9. BOARDER AGREES TO INDEMNIFY AND HOLD HARMLESS SPRING LEDGE, OAK LEAF, LLC, SPRINGFIELD FARM, LLC I, SPRINGFIELD FARM, LLC II, ITS AND THEIR MEMBERS, 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 SPRING LEDGE, 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 within a reasonable time.

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 Albemarle 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:

SpringLedge LLC Credit Card Authorization Form

Visa/ Master Card / American Express

Credit Card Number : _____

Expiration Date: ____/____/____ CCV Code: _____

Credit Card Billing Address:

Street: _____

City: _____ State: _____ Zip Code: _____

Card Holder's Signature: _____ **Date:** _____

Please indicate if you would like your bills and receipts sent: ____ Electronically or ____By mail

BOARDER:

Signature

Boarder's Address, E-mail and Phone: _____

OWNER OF HORSE (if different from Boarder):

Signature

Printed Name and Address: _____

Please complete and sign this document and return it to:
Springledgeva@gmail.com or PO Box 332, The Plains, VA 20198