



## Focus Forward Driving Center

Emily Langer, Manager

1838 Glenarvon Drive, Bremono Bluff, VA 23022

(860)942-4955 | [emily\\_langer@yahoo.com](mailto:emily_langer@yahoo.com)

### Training Board Contract

WITNESS THIS AGREEMENT this (date) \_\_\_\_\_, 2019 by and between Focus Forward Equine, hereinafter referred to as "Stable," and (name) \_\_\_\_\_ hereinafter referred to as "Owner."

**1. Fees, Term, and Location.** Owner acknowledges and accepts those terms set forth in the fee schedule, attached here to, applicable on the date above as issued by Stable, whether said fees be daily, weekly, or monthly. Payment shall be issued in accordance with that fee schedule on a timely basis. Any charges not paid in a timely manner shall be subject to charges set forth in the fee schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at fees applicable at the time of said return. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Stable's opinion is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The boarding fee of \$ (refer to the attached Fee Schedule) is due upon the first day of the month. A late fee of \$5.00 per day shall be charged and become due by owner if monthly boarding fee is not received as outlined above. In the event said payment is overdue by ten (10) days, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Virginia.

**2. Description of Horse(s) to be Boarded.** Owner agrees to submit a fully completed Equine Profile Sheet for each horse boarded upon execution of this agreement. Owner agrees to submit copies of any and all registration papers on horse/s that establishes proper ownership of horse/s. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

**3. Feed, Facilities, and Services.** Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and wellbeing of the animals. If applicable, Owner acknowledges Owner has inspected the facilities and finds them in safe and proper order. The standard services to be provided herein and the charges therefore are indicated in the attached Fee Schedule and are subject to change at Stable's discretion.

**4. Risk of Loss.** During the time that the horse (s) is/are in the custody of Stable, Stable shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on Stables' premises. The Owner fully understands that Stable does not carry any insurance on any horse(s) not owned by it for any other purposes. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner. Proof of equine mortality insurance will be required for any equines valued at or above \$10,000.00.

**5. Hold Harmless.** Owner agrees to hold Stable harmless from any claim resulting from damage or injury caused by said horse, Owner or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Stable in defense of such claims.

**6. Emergency Care.** Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner within ½ hour in case of emergency, or reasonable amount of time, Stable is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horse(s). All costs of such care incurred 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.

**STABLE SHALL 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 HEREIN OR ON EQUINE PROFILE SHEETS, BY OWNER THAT THE HORSE (S) IS/ARE NOT SURGICAL CANDIDATES.**

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

**7. Limitation of Actions.** Any action or claim brought by Owner against Stable for breach of this Contract must be brought within one (1) year of the date such claim or loss occurs.

**8. Shoeing, Worming and Vaccinations.** Owner agrees to pay for trims or necessary shoeing. Owner agrees to pay for regular deworming and vaccinations per the Stables requirements. Owner is responsible for the expense of all routine and non-routine services such as veterinary care, chiropractic, dental, etc. Owner agrees to provide Stable with all relevant health records regarding the horse(s) management, care or training needs.

**9. Ownership-Coggins Test.** Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon signing of this agreement. If the horse is leased, a copy of the lease terms and responsible parties will be requested.

**10. Changes or Termination of This Agreement.** It is agreed by the parties that this Agreement may be changed or terminated upon Sixty (60) days notice, regardless of the boarding period. All notices must be issued in writing unless otherwise agreed upon by the parties.

**11. Right of Lien.** The Owner is put on notice that Stable has a right of lien as set forth in the laws of this state, 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's fees, costs, and other related expenses for which a minimum charge of \$2,500.00 will be assessed.

**12. Entire Agreement.** This contract 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. This contract is made and entered into in the State of VA and shall be enforced and interpreted in accordance with the laws of said State.

**13. Enforceability of Contract.** In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

By :

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(Owner)

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(Stable)

Focus Forward Driving Center  
A Division of Focus Forward Equine Management LLC

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(Date)



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### Training Board Policies

- Training/board fees are due on the 1<sup>st</sup> of the month, or the day the horse arrives on property. Payment will be considered late by the 7<sup>th</sup> of the month and is subject to a \$5 per day late fee.
- Training clients are expected to pay their boarding fees automatically. Any additional fees, such as pre-approved equipment, supplies, or medical purchases will be invoiced.
- Additional services such as clipping, braiding and sheath cleaning will be invoiced.
  
- Owners must complete an equine profile page, including contact information, sign our policies document, and sign a liability release.
  
- It may be necessary for owners to provide the appropriate harness and carriage equipment for the training of their horse. We do not always have the appropriate size available. We are happy to assist owners with these purchases if necessary. Damage or loss of any owner provided tack or equipment is not the responsibility of the stable, management, farm or its employees. We will do our best to take wonderful care of your belongings. We understand their value!
  
- Pictures of equines and any personal equipment will be taken upon arrival. They will be added to your Equine Profile and documents file, as well as emailed to you for your records.
  
- Horses coming to be “started” or “broke” to drive are required to stay a minimum of 3 months. If at any point the horse is deemed unsuitable for driving it will be free to exit the training program at that time. Otherwise we ask that owners allow the full 3 months of training to get their horse off to the right start. Owners should plan to take lessons themselves to improve upon their skills and their partnership with their horse.
  
- Fitness & Conditioning programs can be customized to suit your specific needs and goals for the future.
  
- Horses are fed quality hay and grain ration twice daily.
- Blanket changes, fly spray and fly masks will be applied for no additional fees.
- Any necessary supplements or medications will be fed as directed. Provided by the owner, at their expense.
- Horses will receive regular turnout time dependent on weather. Horses will be in private or compatible groups. Horses may only be turned out in their pre-approved paddocks for their safety and in compliance with our grazing program. Horses may not be moved to a different paddock without permission of the Barn Manager.
- We can facilitate farrier care, dentistry and veterinary services as needed, with no holding fees. Associated professional fees are at the owners’ expense.
- Horses that crib, or chew wood are required to wear a cribbing strap or muzzle at the owner's expense.
- Grain room, hay loft/storage and shavings are off limits. To request a change please notify the manager.



I acknowledge that I have read, and agree to abide by the rules, policies and restrictions outlined above:

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Owner Signature

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Date