

## Yorktown Stables - Horse Boarding Agreement

**We only accept horses that meet the following criteria:**

- **Current negative Coggins**
- **Current vaccinations.**
- **No dangerous / damaging vices, such as cribbing, weaving, biting, kicking, etc.**

This Equine Boarding Agreement (“Agreement”) is being entered into by Yorktown Stables located at 201 Hansford Lane, Seaford, Virginia 23696.

This agreement is made between Kristen Paster (herein referred to as the Property Owner) and \_\_\_\_\_ (herein referred to as the Horse Owner).

1. **Term.** The term of this agreement shall commence on this day \_\_\_\_\_ of \_\_\_\_\_, 2025 and shall renew automatically for successive periods thereafter unless canceled on 30 days written notice by either party. Contract breaking fee of \$300.00 for less than 30-day notice.
2. **Boarding Fee.** Board of \$800.00 is due on the 1<sup>st</sup> day of each month, Yorktown Stables will allow a grace period until the 5<sup>th</sup> of the month. Payment received after the 6<sup>th</sup> of the month will be subject to a \$25 per day late fee. There will be a \$35.00 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.
3. **Feeding.** Yorktown Stables shall board, keep, feed, and water the horse up to two (2) times daily. Yorktown Stables will feed Boarder's horse normal quantities of grain (1 scoop) and good quality hay (up to 6 flakes) daily or access to roundbale. If feed in excess of normal amounts is required by boarder, and additional charge will be billed monthly. Yorktown Stables has the right to modify these feed amounts as necessary depending on horse's consumption and/or excessive wasting of hay by the horse. Boarder agrees to feed according to schedule set between parties.
4. **FACILITIES, SERVICES, AND OWNER RESPONSIBILITIES.** Owner acknowledges that owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are as posted in the Stable and are subject to change at Stable's discretion.
  - Stall Maintenance: owner responsible.
  - Grooming and Exercise. Boarder shall be solely responsible for the grooming and exercise of its horse. Boarder may request Yorktown Stables to provide grooming and exercise services for a charge in addition to the monthly board. Turn out will be done by Yorktown Stables weather and horses personality permitting to ensure safety for all horses.

6. The Horse owner will have the use of the tack room to store equipment. Property Owner, management and staff will not be responsible for lost or stolen articles. The Horse Owner must tidy the Property Owner's equipment and premises after use. The property is open as a full service equine facility between the hours of 9AM – 7:00PM , Monday through Saturday. The Horse Owner must seek permission of the Property Owner to be on the premises after closing hours.

7. Health of Horse. Boarder warrants that he or she owns said horse and said horse is current with worming, influenza, tetanus, rhino, West Nile and any other necessary vaccinations. Boarder also warrants said horse has a negative coggins and is in good general health.

8. Veterinary Care. Boarder acknowledges he or she is responsible for all veterinary care for said horse and any and all veterinary charges for the same. If a boarder wishes to use an alternate veterinarian/farrier/equine dentist, they must make arrangements themselves to contact their care provider of choice, and to be at Yorktown Stables when services are being rendered. Boarder acknowledges that Yorktown Stables reserves the right to obtain veterinary care for their horse if necessary and to have the veterinarian bill the Boarder for services.

9. Farrier Care. Boarder acknowledges he or she is responsible for any and all farrier care for said horse and all farrier charges for the same. Boarder acknowledges Yorktown Stables reserves the right to obtain farrier care for their horse if necessary and to have the farrier bill the boarder for the services. Please leave a check with Kristen prior to the farrier appointment. (Every 5-6 weeks) Checks can be made payable to: Joe Cuthbertson. Horse holding fee \$10 trims \$20 shoes.

10. Emergency Care. Should Yorktown Stables discover that emergency medical care is needed for Boarder's horse, Yorktown Stables will immediately contact Boarder at the telephone number Boarder has provided. Boarder is solely responsible for providing accurate contact numbers.

If the Yorktown Stables is unable to contact the Boarder, the Yorktown Stables is authorized to, but has no duty to secure emergency veterinary care for said horse. Yorktown Stables' judgment regarding measures taken for emergency care of a horse will be conclusively presumed to be correct. All costs for said emergency care will be paid by the Boarder within the time period required by the party providing the emergency service.

A. Emergency contact telephone number: \_\_\_\_\_

11. Risk of Loss. Boarder hereby assumes it shall bear the entire risk of loss and damage to said horse from any and all causes whatsoever. Boarder acknowledges Yorktown Stables shall not be held responsible for any sickness, disease, theft, or injury suffered by the horse arising out of or in any way connected with this Boarding Agreement.

12. Insurance. Boarder acknowledges and understands the Yorktown Stables does not carry insurance on Boarder's horse for any purpose and that all risk connected with boarding or for any other reason for which horse on the premises of Yorktown Stables are to be born by the Boarder.

13. Boarder/Guest Risk of Loss. Boarder agrees to assume and shall bear all responsibility and risk of loss to himself or herself and his or her employees, agents, invitees, guests and family members while on property of the Yorktown Stables, including but not limited to grooming, riding, spectating and participating in equestrian activities. Boarder agrees to hold Yorktown Stables, its employees, agents, contractors, and assigns harmless from any and all liability or damages or injury or death to persons, guests, horses or property arising for any reason whatsoever in using said premises. Boarder agrees to pay any and all legal fees or expenses incurred by Yorktown Stables in the defense of any such claims. A Release, Assumption of Risk and Waiver has also been executed by Boarder and is incorporated here by reference as though fully set forth. Guests that ride boarders' horse are also required to sign said waiver.

14. Right of Agisters Lien. Boarder acknowledges and is aware Yorktown Stables has a right of lien on said horse for outstanding services over \$1500.00. Boarder acknowledges Yorktown Stables has the right, without process of law, to retain said horse on the premises until the amount of such indebtedness for outstanding services is paid in full.

15. Default. If Boarder fails to pay any fees or charges provided in connection with this agreement, Yorktown Stables has the right to exercise anyone of the following remedies:

- A. To terminate this agreement.
- B. To take legal action to recover all fees and outstanding amounts due.
- C. To retain the horse pursuant to its lien and/or an order authorizing the sale of the horse as provided by law.
- D. Seek reimbursement for any attorney's fees, expenses, and/or court costs incurred in connection with the default.

16. Rules and Regulations. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include:

1. You are welcome to visit your horse at any time - we do ask that you notify Kristen if you are visiting outside of regular lesson hours.
2. No dogs are allowed.
3. You are responsible for your guests. Please make sure they follow all boarding rules.
4. Please respect use of the arena while lessons are in session, see weekly schedule.
6. Leave all gates as you originally found them.
7. Cruelty to animals will not be tolerated.
8. Please park in designated areas only.
9. No horses should be let loose to graze, roam, etc, always keep control of your horse.
10. Please keep the barn and tack room neat and organized.
11. Ride at your own risk.

17. Virginia Equine Liability Act. Boarder acknowledges that he or she has been provided with a copy of Virginia's Equine Liability Act and has read it and agrees to abide by its terms and conditions in their entirety and disclaims and waives any challenges to the provisions of the Equine Liability Act, of whatever kind. All provisions of the Equine Liability Act are incorporated herein as if set forth fully.

18. Minors. No minor (person under age 18) is permitted at Yorktown Stables unless such minor's parent or natural guardian has signed this agreement on such minor's behalf. Boarder assumes all risk of injuries to any minors brought to Yorktown Stables under all circumstances.

19. Death of Horse. In the event of the death of the Boarder's horse, Boarder is responsible for making all the arrangements and paying for all of the costs associated with the removal, burial and/or disposal of said animal.

20. Boarder has read, understood and signed the release of liability attached to this document. Such documents are incorporated herein as though set forth here fully.

21. Except as set forth in paragraph 20, this document constitutes the entire agreement between the parties. This Agreement consists of and is limited to:

- A. Horse Boarding Agreement
- B. Boarder Contact Information Sheet
- C. Release/Waiver of Liability
- D. Virginia Equine Liability Act

All signatories to this document acknowledge that he or she has read this agreement in its entirety and fully understands the same.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kristen Paster/Yorktown Stables

\_\_\_\_\_  
Signature of Participant -or- \*Legal Guardian

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Printed name of \*Legal Guardian (if appl.)

*\*Form must be signed by a legal guardian if the participant is under 18 years of age.*

*Yorktown Stables*

Yorktown Stables – Boarder Contact Information Sheet

Owner's Name \_\_\_\_\_

Additional Owners \_\_\_\_\_

Phone #'s (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

Primary E-mail: \_\_\_\_\_ Secondary E-mail: \_\_\_\_\_

Horse's Registered Name \_\_\_\_\_

Horse's Barn Name \_\_\_\_\_

Color \_\_\_\_\_

Specific Markings: \_\_\_\_\_

Does the horse have any dangerous tendencies or habits? (Kicking, Biting, Rearing, etc)

If yes, describe: \_\_\_\_\_

\_\_\_\_\_

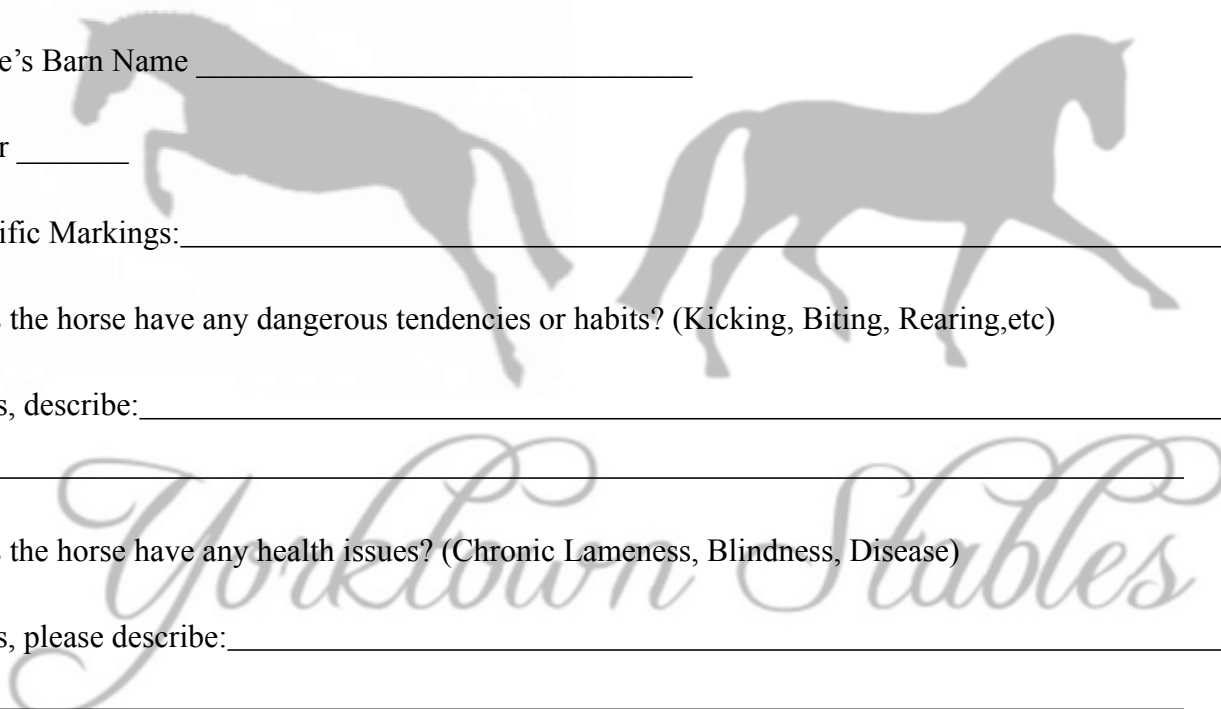
Does the horse have any health issues? (Chronic Lameness, Blindness, Disease)

If yes, please describe: \_\_\_\_\_

\_\_\_\_\_

Colic \_\_\_\_\_ Frequency \_\_\_\_\_ Date: \_\_\_\_\_ (Mo/Yr)

Founder \_\_\_\_\_ Frequency \_\_\_\_\_ Date: \_\_\_\_\_ (Mo/Yr)



Allergies, if known: \_\_\_\_\_

Other \_\_\_\_\_

Current Vaccinations: Yes\_\_\_ No\_\_\_\_\_ (Please Provide Veterinary Proof)

Date of last Worming: \_\_\_\_\_ (Month) Coggins Test: \_\_\_\_\_ Month/Year \_\_\_\_\_ (Please Provide Written Proof)

Special Care Requirements: \_\_\_\_\_

Emergency Contact: (In the event you cannot be reached) \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Veterinarian \_\_\_\_\_ Phone Number \_\_\_\_\_

Is Horse Insured? \_\_\_\_\_ Insurance Carrier \_\_\_\_\_ Policy# \_\_\_\_\_

Insurance Carrier Phone #: \_\_\_\_\_

Is this horse considered a surgical candidate in the event of colic or serious illness? YES \_\_\_ NO \_\_\_

Initial: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_



CODE OF VIRGINIA

TITLE 3.1. AGRICULTURE, HORTICULTURE AND FOOD  
CHAPTER 27.5. EQUINE ACTIVITY LIABILITY ACT

Va. Code Ann. § 3.1-796.130 (1994)

§ 3.1-796.130. Definitions

As used in this chapter, unless the context requires a different meaning:

"Directly engages in an equine activity" means a person who rides, trains, drives, or is a passenger upon an equine, whether mounted or unmounted, but does not mean a spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive, or ride as a passenger upon an equine.

"Equine" means a horse, pony, mule, donkey, or hinny.

"Equine activity" means (i) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.

"Equine activity sponsor" means any person or his agent who, for profit or not for profit sponsors, organizes, or provides the facilities for an equine activity, including but not limited to pony clubs, 4-H clubs, hunt clubs, riding clubs, school- and college-sponsored classes and programs, therapeutic riding programs, and operators, instructors, and promoters of equine facilities, including but not limited to stables, clubhouses, ponyride strings, fairs, and arenas at which the activity is held.

"Equine professional" means a person or his agent engaged for compensation in (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine or (ii) renting equipment or tack to a participant.

"Participant" means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 3.1-796.131. Horse racing excluded

The provisions of this chapter shall not apply to horse racing, as that term is defined by § 59.1-365.

§ 3.1-796.132. Liability limited; liability actions prohibited

A. Except as provided in § 3.1-796.133, an equine activity sponsor or an equine professional shall not be liable for an injury to or death of a participant engaged in an equine activity.

B. Except as provided in § 3.1-796.133, no participant or parent or guardian of a participant who has knowingly executed a waiver of his rights to sue or agrees to assume all risks specifically enumerated under this subsection may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the risks inherent in equine activities, including (i) the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (ii) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals; and (iii) hazards of surface or subsurface conditions. The waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor. In the case of school and college sponsored classes and programs, waivers executed by a participant or parent or guardian of a participant shall apply to all equine activities in which the participant is involved in the next succeeding twelve month period unless earlier expressly revoked in writing.

§ 3.1-796.133. Liability of equine activity sponsors, equine professionals

No provision of this chapter shall prevent or limit the liability of an equine activity sponsor or equine professional who:

1. Intentionally injures the participant;
2. Commits an act or omission that constitutes negligence for the safety of the participant and such act or omission caused the injury, unless such participant, parent or guardian has expressly assumed the risk causing the injury in accordance with subsection B of § 3.1-796.132; or
3. Knowingly provides faulty equipment or tack and such equipment or tack causes the injury or death of the participant.

HISTORY: 1991, c. 358.



The following is a list of rules and regulations:

#### RESPECT OF OTHERS:

\*The horse owner 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. The horse owner 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 or print them from our website.

#### 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.

\*Appropriate clothing is required. No bathing suites, excessively revealing clothing, or any clothing deemed inappropriate will not be tolerated

\*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.

#### TRAIL COURSE/ JUMPING OBSTACLES:

\*The trail and jump 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. This includes all jump poles must be returned to their original jump cup and height if you are to knock down a rail.

#### SMOKING/OPEN FLAMES:

\*No Smoking allowed \*No open flames or BBQs

Initial: \_\_\_\_\_

TRAINERS/ INDEPENDENT CONTRACTORS:

\*Only insured trainers who have received approval from barn management may train and/or instruct on facility grounds.

\*If you “appear” to be giving a lesson/ training or giving advice this is considered a lesson situation and it is not allowed without approval from Stable.

HORSE HANDLING, RIDING, BLANKETING, SUPPLEMENTING, ETC:

Horse owner/leaser MUST be present if you are to handle a horse other than your own. This includes blanketing, riding, handling, supplementing, etc. The exception to this rule – insured, stable approved trainers are allowed to handle non owned horses.

LEASE HORSES

Leases are allowed at Stable under certain conditions: If a horse owner would like to lease their horse, a lease contract must be signed and a copy must be given to the Stable. You may not lease multiple horses- unless there is prior written approval from Stable Management

PERSONAL ARTICLES:

\*Stable is not responsible for personal articles that are lost or stolen.

\*All tack and supplies, with exception of the halter, lead rope and/or blanket, are to be stored in the tack shed.

\*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

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

CRIBBING HORSES:

\*Cribbing horses are not permitted at Yorktown Stables. Horses that develop cribbing while at Yorktown Stables will be given 30 days notice to vacate.

Initial: \_\_\_\_\_

#### 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.

#### CONCERNED BOARDERS:

\*If a boarder has any problems or concerns pertaining to their horse's stall, feed, or well being, it is their responsibility to inform management in person or through a written letter/note. At no time should the boarder request such change or information from the facility maintenance employees, as they will not have the authority to act upon or change such policy or procedure.

#### 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 boarder/owner to ensure that all areas used for clipping or shoeing are cleaned to their respective state upon completion. \*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.

\*Please use muck buckets if you would like to remove any manure/debris from your horse's paddock or stall. All manure must be dumped in the manure containment area immediately.

#### 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!!!! 5 MPH OR LESS**

\*Please do not drive into the barn.

\*Please do not block the barn aisle, mare motel aisle, trailers, vehicles or other neighboring stalls with your vehicle at any time. \*Please use designated parking lot areas

Initial: \_\_\_\_\_

**DOGS:**

\*Management reserves the right to restrict any dogs from property if there are any safety concerns or issues. Dogs must stay with owner at all times

**SAFETY:**

\*It is the responsibility of the boarder to ensure that proper arena etiquette is maintained. This includes left-shoulder to left-shoulder when passing in opposite directions, and continual movement of horses in arenas so as not to conflict with other riders in the same arena.

\*Stallions are not permitted.

\*Any horse and/ or rider that is deemed hazardous or a danger to other riders and or its' participants may be asked to leave by management.

**LANDSCAPING:**

\*Horses are allowed to graze on seasonal grass growing but please do not allow horses to graze on planted agriculture and landscaping (Please be careful of some weeds as they may be hazardous to your horse's health.)

Not following these rules/requirements may result in fines or fees. I agree to follow all rules and regulations listed above: Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Initial: \_\_\_\_\_

Welcome to the Yorktown Stables family!

*Yorktown Stables*