

**WESTVIEW FARMS, INC.**  
**50 BANK ST.**  
**WHITE PLAINS, NY**  
**914-949-4000**

**BOARDING CONTRACT**

This boarding "**Agreement**" is made the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between **Westview Farms, Inc.** and \_\_\_\_\_, residing at \_\_\_\_\_, phone number being \_\_\_\_\_.

1. **HAZARDOUS ACTIVITY:** Owner understands and acknowledges that any activity involving horses is an inherently dangerous and risky activity, and will accept the consequences which might occur as a result of any such activity. Owner and Owner's Custodian (if applicable), hereby acknowledge and assume all risk, chance of hazard of said activity, including without limitation, injuries, death, or damage resulting or to result from any occurrence or accident arising from Owner's and/or Owner's Custodian's equine activity upon the Premises (as hereinafter defined).
2. **OWNERSHIP:** Owner owns the \_\_\_\_\_ named \_\_\_\_\_, having registration number \_\_\_\_\_. If there is a multiple of horses being boarded, use a separate sheet and attach to this Agreement.
3. **LOCATION OF STABLE:** Horse shall stand at Westview Farm, Inc., (the "Stable"), having the location of 869 Old Quaker Hill Rd, Pawling, NY 12564 (the "Premises). While boarding at the Stable, Owner grants permission to the Stable to secure the services of a licensed veterinarian, when deemed an emergency by the Stable.
4. **HEALTH CERTIFICATES:** On the day of arrival, "Owner" or Owner's Custodian will provide "Stable" with a current, negative Coggins Test Certificate and an up date Veterinary Certificate.

5. **HOLD HARMLESS AND RELEASE OF CLAIMS:** "Owner" hereby releases, acquits and forever discharges Stable, Trainer, and Manager and the Owners, Officers, Employees, and Agents of the Stable and any other persons, firms, corporations, of and from any and all suits, actions, causes of action, claims or demands for damages, costs, loss of use, loss of services, loss of consortium, expenses, compensation, consequential damage, punitive damage, or any other things whatsoever on account of, or in any way growing out of, any and all known or unknown personal injuries and death and property damage resulting or to result from any occurrence or accident involving "Owner", the spouse, the children Owner's Custodian or any guests upon the Premises. "Owner" further agrees to hold harmless Trainer, Manager, and Stable for any act or omission committed by Trainer, Manager, or Stable in putting down horse, except for willful misconduct or gross negligence.
6. **GOVERNING LAW:** This Agreement is made in and shall be construed according to the laws of New York State. The parties hereto consent and submit to the jurisdiction of and venue in the Court of Dutchess County.
7. **BINDING EFFECT:** This Agreement shall be binding upon the parties and their respective successors, and assigns.
8. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The executed Agreement is to be returned to Westview Farms, Inc., 50 Bank Street, White Plains, New York 10606.
9. **BOARDING FEE:** The Stable shall be paid for the services of board and keep of the horse. The current rates in effect are \$\_\_\_\_\_ per month (the "Boarding Fee"), and from time to time, may change as determined by "Stable". This fee also includes training of horse. Payment is due on the day of arrival and on the first day of each month thereafter, in advance. Payment in full is required prior to releasing the horse to the "Owner" or "Custodian". Under no circumstances will the horse be permitted to leave the "Stable", until the bill is satisfied. Boarding will begin on \_\_\_\_\_, 2007. Boarding fees shall be made payable to Westview Farms, Inc. and mailed to 50 Bank St., White Plains, NY 10606. The phone number of our main headquarters in White Plains is (914) 949-4000.
10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and no representations, inducement, promises or agreements, oral or otherwise, not embodied herein shall be of any force or effect whatsoever. Owner further states that he/she has carefully read the foregoing Agreement, knows the contents thereof and understands that this Agreement including the release of claims is contractual, and hereby signs the same as his/her own free act.

**IN WITNESS WHEREOF**, The parties hereto, intending to be legally bound, have caused this agreement to be executed the day and year first above written.

**ATTEST:** \_\_\_\_\_ **STABLE:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_ **OWNER :** \_\_\_\_\_