

BOARDING AGREEMENT

This Agreement is made ____/____/____, between Hidden Jewel Farm (referred to as "Stable"), located at 40134 Pine Ridge Rd. Chiloquin, OR 97624 and _____ (referred to as "Owner"), owner of the horse(s) described in Paragraph 2.

1. Fees.

(a) Turn out with run-in shelter --- In consideration of \$ _____ per horse per month paid by Owner **in advance** on the first day of each month, the stable agrees to board said horse(s) beginning _____.

(b) 12 x 12 stall in barn --- In consideration of \$ 225.00 per horse per month paid by Owner in advance on the first day of each month, the stable agrees to board said horse-beginning _____. Options to the basic fee paid in the same timely fashion are available as listed below. Each additional requested service **must be or checked** by the owner. These options can be changed at any time Stable receives written notice from Owner. The fees are subject to change given 30 days written notice by Stable.

- (1) Hay two times per day, water. X - hay provided by owner
- (2) Grooming [] - \$5.00 per groom
- (3) Turn out (applicable only with stall boarders and weather permitting) [] - included
- (4) Administer any supplemental feeds, grains, vitamins/minerals, salt (provided by Owner) [] - \$5.00 per month
- (5) Owner desires hay at all times – Cost dependant on hay prices [] - \$_____ per month
- (6) Owner desires extra bedding in stall [] - 10.00 per bag
- (7) Trailer storage – Owner desires to store horse trailer on premises. [] - \$40.00 per month

2. Description of the Horse(s).

Name: _____ Color: _____ Breed: _____ Sex: M F G Size: _____ hands Age: _____ Registration/Tattoo No. _____ Disposition – rate from 0-10 (10 = HIGHLY spirited, needing experienced handler) _____	Name: _____ Color: _____ Breed: _____ Sex: M F G Size: _____ hands Age: _____ Registration/Tattoo No. _____ Disposition – rate from 0-10 (10 = HIGHLY spirited, needing experienced handler) _____
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Pre-existing conditions (soundness, scars, health problems) Owner has listed below:

Horse: _____ _____ _____	Horse: _____ _____ _____
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Stable acknowledges horse(s) have been delivered in good condition by transporter evidenced with photos attached. _____.

3. Stall Boarding

If boarding in a stall and no options are chosen (#3 on page 1), the Owner will be expressly responsible for all exercise, keeping the stall clean and dry and bedding installed and it is understood that they **WILL NOT** be turned out.

4. Standard of Care.

All care is provided by Owner.

OR

Stable agrees to provide normal and reasonable care to maintain the health and well-being of said horse.

Optional Special Instructions:

(a) _____

(b) _____

5. Damages caused by horse(s)

Owner is liable for repairing or replacing damages connected with having the horse(s) on the property to include, but is not limited to: run-ins, fencing, arena, hot-walker, wash rack, etc.. Owner will have the option of doing or having repairs done at their cost or having the Stable repair or have repairs done and bill Owner. Such expenses shall be included and paid for in the next month's board.

Risk of Loss/Hold Harmless

Warning! Under Oregon law, no person shall be liable for damages sustained by another solely as a result of risks inherent in equine activity, in so far as those risks are, or should be, reasonable obvious, expected or necessary to the person injured.

Oregon Revised Statutes s 30.689

6. Indemnity.

Owner agrees to hold Stable harmless from any claim caused by said horse(s) and agrees to pay legal fees incurred by Stable in defense of a claim resulting from damage by said horse(s).

7. Emergency Care.

If medical treatment is needed, Stable will call Owner. In the event Owner is not reached, Stable has the authority to secure emergency veterinary and/or blacksmith care. However, Stable has no responsibility to pay for such emergency care. Owner is responsible to pay all costs relating to this care. Stable is authorized to arrange billing to the Owner, but Owner must make such arrangements with veterinarian and clinic in advance. (Attach list of preferred providers with phone #)

8. Shoeing, Vaccinations and Worming.

Owner agrees to have the horse wormed, vaccinated and feet maintained on a regular schedule. In the event it is not accomplished and proven to Stable, Stable is authorized to arrange for such services, but not obligated to do so. Such expenses shall be included in the next billing.

9. Ownership - Coggins Test.

Owner warrants that he owns the horse and will provide, prior to the time of delivery, proof of a negative Coggins test **if applicable**.

10. Termination.

Either party may terminate this agreement. In the event of a default, the wronged party has the right to recover attorneys' fees and court costs, resulting from this failure of either party to meet a material term of this agreement.

11. Notice.

Owner agrees to give Stable thirty (30) days notice to terminate this agreement. The Owner cannot assign this agreement unless the Stable agrees in writing.

12. Right of Lien.

Stable has the right of lien as set forth in the law of the State of Oregon for the amount due for board and additional services agreed upon and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

13. (a) Governing Law.

This Agreement is subject to the laws of the State of Oregon. Any legal action must be taken in Klamath County. The parties have executed this Agreement this _____ day of _____, _____.

OR

(b) Arbitration.

The parties to this Agreement mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in Klamath County.

14. Entire Agreement.

This constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

STABLE:

Signed by: _____ Telephone _____

Email: _____

OWNER:

Signed by: _____ Telephone _____

Address _____

Email _____

Person Authorized to make decisions for the horse(s) in the event Stable cannot reach Owner:

Name: _____ Phone: _____

Stable Rules

The following rules are to be used to help everyone enjoy their equine experience.

1. Each person must be considerate and respectful of others. There is **zero** tolerance for any mistreatment, neglect or abuse of any animal or person.
2. All persons must have a signed Release Form on file with the Stable.
3. Respect the private/posted areas of the property. Common areas are: arenas, hot walker, round pen, wash rack, alleyways, and driveways.
4. Common areas are to be kept tidy and riding and storage areas clean. Please put things away where it was found and in the same condition that you found it. A service charge of \$5.00 will be assessed to the Owner if garbage is left out in the common areas.
5. Do not spook or scare the horses. The Stable is not responsible for any injury, accident and or death associated with scaring or spooking an equine due to inappropriate behavior or misbehavior.
6. Keep gates closed – If a horse escapes due to the Owner's or Owner's guest's actions or failure to act, an additional fee of \$50 per escapee shall be assessed to the next month's fees plus all actual costs for damages and/or vet bills associated with leaving the gates open.
7. Do not give "treats" to any horse other than your own unless written permission is on file with the Stable. Some horses could have stomach problems that you are not aware of.
8. Owners may not handle any horse other than their own.
9. No one under the age of sixteen (16) years will be allowed to retrieve horses without adult supervision.
10. No Owner or visitor may enter a pasture where a stallion is.
11. Do not ride without the proper safety equipment. Stable will not be held responsible for any injury, accident and/or death occurring because you failed to use the proper safety equipment. Minor children are to use a riding helmet when riding.
12. No visitors are allowed in the stalls or pastures.
13. No Smoking or alcoholic beverages are allowed on the premises.
14. Always remember that you are among animals that have their own minds and fears. Stay alert!

Entire Agreement.

This constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

STABLE:

Signed by: _____ Telephone _____

OWNER(S):

Signed by _____

Address _____

Telephone(s) _____