

BOARDING AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR BOARDED HORSE.

THIS AGREEMENT, dated the ____ day of _____, 20____, made between Flying Change Stables, LLC, with its principal business located at 6835 Old Guide Road, Lynden, WA 98264, hereinafter called "STABLE"; and

Name: _____

Address: _____

Home Phone: _____ Cell Phone _____

hereinafter called "OWNER".

1. FEES, TERM & LOCATION.

In consideration of the board which is due on the first of the month or week, or the day of, and paid by OWNER in advance, STABLE agrees to board the herein described horse at STABLE located at 6835 Old Guide Road, Lynden, WA 98264. Commencing on _____, monthly board shall be due on the 1st of each month.

Late fees will be enforced for any delinquent charges. The board is due before the 5th of each month. OWNER will be charged a Late Fee of \$25.00 after the 5th and a \$50.00 Late Fee after the 15th. Any board unpaid at 30 days will be charged a Late Fee of \$100.00 and will require payment in advance for any further services rendered. There will be a \$35.00 fee for any returned checks.

The STABLE'S fee schedule may change at any time. Should such change occur, STABLE shall give OWNER no less than 30 days written notice. The STABLE must reserve this right given the changing costs of running a stable, including, but not limited to, the cost of hay, electricity, water, etc. Services requested that are not included at chosen board fee level will be billed a la carte.

On signing this Agreement, OWNER will pay to STABLE the sum of **\$450.00 as a security deposit for each horse**. OWNER may not, without STABLE'S prior written consent, to any sum due under this Agreement. Within 45 days after OWNER has vacated the premises, returned keys, and provided STABLE with a current address, STABLE will return the deposit in full or give OWNER an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by STABLE, along with a check for any deposit balance. The OWNER is not entitled to any interest on the security deposit for the time period during which it is held by the STABLE.

The term of this Agreement shall begin on _____20____ and continue on a month to month basis until terminated in accordance with the provision of this Agreement.

*The OWNER has seen **and accepted the property “as is”** and is satisfied with the conditions of said property. Any insurance on the horse is the OWNER’S responsibility to purchase from an appropriate company of his/her choosing. The OWNER also acknowledges and accepts the fact that there is no full-time resident on the premises and that the STABLE does not guarantee 24-hour monitoring of the premises. The STABLE may be closed or the hours modified on holidays; holiday hours will be posted in the barn when applicable.*

2. DESCRIPTION OF HORSE.

Name _____

Age _____ Height _____ Weight _____

Color _____ Sex _____

Breed _____

Price (required) _____

Registration # _____ (if applicable)

Unusual Markings/Brands _____

Vices: _____

Allergies: _____

3. EMERGENCY CARE.

STABLE agrees to attempt to contact OWNER should STABLE feel that medical treatment is needed for said horse. In the event the OWNER is not available to make decisions about treatment, nor can an alternate authorized person be reached, the STABLE has the authority to secure emergency veterinarian care and/or blacksmith care. The STABLE and its employees are hereby authorized as an agent for the OWNER to call the veterinarian and/or farrier.

Should the primary veterinarian be unavailable, STABLE is authorized to call any other licensed veterinarian that can handle the call. OWNER is responsible to pay all costs relating to this care. The STABLE is authorized to act as OWNER’S agent and to arrange billing to the OWNER. In an emergency situation where transportation to an intensive care facility is advised immediately, or the nature of the emergency

indicates that the veterinary bill could be in the thousands, and OWNER cannot be reached, the STABLE is directed to: _____

The STABLE is capable of transporting the OWNER'S horse immediately to facility of OWNER'S choosing per the OWNER'S instructions. The OWNER is, however, responsible for mediation and trailering costs of said trip at \$1/mile.

Limitations to Emergency Care

In the event of an emergency where I cannot be reached, I, the undersigned Horse Owner would like to impose the following guidelines (limits, if any, to type and cost of care and emergency procedures):

- Do everything possible to save the life of the horse, no matter what the cost or time involved.
Yes No Comment:

- Do everything possible to administer aid to the horse, e.g., broken leg, but immediate loss of life not eminent.
Yes No Comment:

- Leave the choice to the attending vet as to whether it is feasible to use drastic care measures or euthanize the horse (please indicate if you wish a second opinion).
Yes No Comment:

- Is there a dollar (\$) limit that you do not wish to exceed in emergency care (e.g., the vet states that leg is broken and may be saved, or that the horse has colic and may be saved by surgery at the farm or hospital, but the initial cost will be \$XXXX and continued care cost is unknown)? Remember that even if there are complications during emergency care and costs exceed this amount, you are responsible as the Horse Owner. Amount \$ _____
Comment:

- If the horse needs to be transported to a veterinary hospital, who do we contact to move the horse?

- Is horse insured? Yes / No
- Is horse insured for Colic Surgery? Yes / No

Name of Insurer _____
Address _____
Agent Name/Phone No. _____
Other Pertinent Information _____

Farrier _____ Phone: _____

Should regular farrier be unavailable to handle an emergency, STABLE is authorized to call any other farrier that can handle the call. OWNER is responsible to pay all costs relating to this care. The STABLE is authorized to act as OWNER'S agent and to arrange billing to the OWNER.

4. FEED & FACILITIES.

STABLE will provide and feed standard pelleted feed and high-quality grass mix hay daily, at no additional cost to OWNER, except if horse requires in excess of 3 pounds of pelleted feed per day and/or 20 pounds of hay per day. In the event horse requires feed beyond the identified parameters, STABLE shall work with owner to address feeding needs and costs. STABLE will supply water with the cost of board. The feeding of supplements, supplied by the OWNER, will be charged according to the board fee schedule chosen by the OWNER. OWNER will not feed own horse at any time unless cleared by the STABLE management (this does not include horse cookies or treats). Any and all medications, under veterinarian direction, shall be given or applied to OWNER'S horse by the STABLE and shall be charged for accordingly by the STABLE management. Medications shall be supplied by the OWNER (or vet) with detailed instructions as to administration. The OWNER takes full responsibility for the liability of their horse and the medication that is being given to said horse. STABLE will label and update, as appropriate, stall card with OWNER'S horse's correct feed/supplement instructions.

5. TRAINING.

STABLE will allow certain trainers to provide training services for OWNER and OWNER'S designees as requested. Trainers are not employees of STABLE, but rather are independent contractors to OWNER and OWNER'S designees and will bill OWNER for requested services. STABLE requires that any third-party trainer with whom the OWNER works have his or her own professional liability policy in place as STABLE'S insurance policy will not cover any liability arising from trainer's training or advice. Trainer will provide evidence of such insurance, which will be kept on file at STABLE. Otherwise the OWNER shall be solely responsible for the exercise of the animal(s).

6. RISK OF LOSS.

During the time that the horse is in custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE'S premises. The OWNER fully understands that STABLE does not carry any insurance on any horses not owned by it, STABLE carries no insurance for OWNER'S horse, or covered under any public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse is in the possession on the premises of STABLE, are to be borne by the OWNER. **OWNER is hereby warned that while on STABLE'S premises, direct loss, damage, theft, or injury to OWNER'S horse, tack, equipment, and trailer are not covered by STABLE'S insurance.** The actual OWNER, having financial interest in such items, must carry his or her own personal property insurance under a homeowner's, tenant's or other insurance policy, or under a separate policy as in the case of the loss of a horse.

7. HOLD HARMLESS.

In consideration of STABLE undertaking the board and related services under the terms set forth herein, OWNER agrees to hold STABLE and its associates, assigns, and agents, harmless from any claim resulting from damage or injury caused by said horse to anyone and agrees to pay any legal fees, and/or expenses incurred by STABLE in defense of such claims.

Further, all persons designated as OWNER in this Agreement on behalf of themselves and their representatives, heirs and assigns, hereby release, waive, discharge and agree not to sue STABLE, its officers, directors, shareholders, employees, agents, contractors, farriers, veterinarians, and trainers, and their successors and assigns with respect to any loss or damages, injuries or death to OWNER and the horse utilized by them or to any other property of theirs, whether caused by the acts of any such persons or otherwise.

This release specifically covers, but is not limited to, inherent risks of an equine activity which means a danger or condition that is an integral part of an equine activity including, but not limited to, any of the following:

- a. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- b. The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- c. Hazards, including, but not limited to, surface or subsurface conditions;
- d. A collision with another equine, another animal, a person, or an object;
- e. the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

The term "equine activity" is defined to include, among other things, the activities you engage in at *Flying Change Stables, LLC*, with respect to the riding and boarding of horses, and the term "equine activity participant" includes the signer or represented minor identified as "OWNER" and other riders and boarders in that regard.

OWNER, on behalf of himself and his designees, and their respective representatives, heirs and assigns, hereby releases, waives, discharges and agrees not to sue STABLE, its officers, directors, shareholders, employees, agents and contractors and their successors and assigns with respect to any liability or claim made by any person with respect to the loss, sickness, disease, estray, theft, injury or death of the horse, whether caused by the negligence of STABLE or otherwise.

OWNER also similarly and to the same extent, releases such persons named above from any claims or demands with respect to any first aid, treatment or other services rendered to OWNER or OWNER'S designee or the horse utilized by OWNER or OWNER'S designee in connection with the services contemplated by this Agreement.

8. RISK OF LOSS-INSURANCE.

OWNER acknowledges that there could be a risk of injury, damages, or loss of life to said horse by keeping said horse at pasture. OWNER expressly assumes such risk and waive(s) any claim he or she might state against STABLE as a result of injury incurred in boarding said horse at the STABLE. OWNER also acknowledges that his or her property, including but not limited to the vehicle, horse trailer,

tack, and any other property, may be at risk of damage when located in the pasture area of the STABLE. OWNER expressly assumes such risk and waive(s) any claim he or she might state against STABLE as a result of such property being located in the pasture area.

The undersigned(s) further agree(s) to hold the OWNERS harmless for physical injury to others, property damage, or loss of life, which result from the undersigned's horse. It is agreed that during the term of this agreement the risk of said horse shall be assumed by OWNER, and in the event of loss or injury of the horse, OWNER agrees to hold STABLE harmless from any loss or injury to said horse. It is specifically understood that the STABLE is not providing any type of insurance for the horse or OWNER.

OWNER further agrees to reimburse and pay for any property owned by STABLE which is damaged by OWNER or OWNER'S horse. If the horse becomes excessively destructive or STABLE is unable to handle the horse because of behavioral problems and such inability to handle such horse causes a risk to the horse or to the STABLE and/or any employee, agent, leader, instructor, contractor or volunteer, STABLE may terminate this Agreement and OWNER must remove the horse from the property within ten (10) days of written notice of such termination pursuant to said conditions.

9. OWNERSHIP AND VACCINATIONS UPON ENTRY ONTO PREMISES and ONGOING VACCINATIONS AND DE-WORMING.

OWNER warrants that he/she owns said horse. Horse shall be free from infectious, contagious, or transmittable disease. STABLE may require records of immunizations at its discretion.

STABLE may schedule a "clinic" with its primary veterinarian, at which time OWNER will have the option to obtain necessary de-worming, vaccinations, oral hygiene, genital hygiene, or what the veterinarian recommends for that time of year. STABLE also offers the service of giving shots & worming at certain times each year or upon request.

STABLE recommends OWNER participate in STABLE'S de-worming schedule, and for horse to have vaccinations in the spring and fall of each year. OWNER agrees to provide proof of such de-worming and vaccinations upon request of STABLE, if they are not obtained through the STABLE.

STABLE reserves the right to refuse any horse if not in proper health upon arrival. STABLE reserves the right to notify Owner within seven (7) days of horse's arrival if horse is, in STABLE'S opinion, dangerous, sick, or undesirable for boarding stable. In such case, owner is responsible for removing horse within fourteen (14) days and for all fees incurred during horse's stay. After all fees have been paid, this Contract is concluded.

10. RIGHT OF LIEN.

The OWNER is put on notice that STABLE has a right of lien, as set forth in the law of the State of Washington, for the amount due for the board and keep of such horse, and also for such storage and shall have the right, without process of law, to retain the said horse and all of OWNER'S equipment until the amount of such indebtedness is discharged. Furthermore, OWNER hereby grants a possessory lien against the boarded horse to STABLE for the value of all unpaid charges resulting from boarding and rendering any other services to horse. Should such charges go unpaid STABLE shall be entitled to exercise the right to enforce said lien according to the laws of Washington. OWNER should make every attempt to work with the STABLE in working out a payment plan before he or she gets into trouble. Please, just come talk, we can work things out.

11. STABLE’S RIGHT TO REFUSE BOARD.

STABLE reserves the right to refuse the continuation of board of any horse for any reason, include, but not limited to: animal’s poor health or unsoundness; dangerous propensities, habits and/or vices which STABLE is not equipped to handle; OWNER’S refusal to obey STABLE rules or to cooperate with STABLE on reasonable requests relative to the management, welfare, and safety of animals and people on premises; and, also in event of the discontinuation of the business of boarding horses. In such event, STABLE shall give OWNER ten (10) business days’ written notice to remove boarded horse from premises. After all fees have been paid in full this agreement is concluded. Failure to pay boarding fees or other charges as due shall also entitle STABLE to immediately terminate this Agreement, and to keep the animal in STABLE’S possession until all fees and charges are paid in full.

12. VISITOR PERMISSION TO HANDLE HORSE.

In the event someone other than OWNER and/or OWNER’S family members call for, or seek possession of, the boarded horse at STABLE, such parties shall have written permission or other agreed-upon pre-arranged permission to remove, handle, or ride specific boarded horse.

13. AGREEMENT SCOPE AND GOVERNING LAW.

This Agreement shall be legally binding upon STABLE and OWNER and OWNER’S parents and/or legal guardians, should OWNER be a minor, when signed by both parties. This Agreement is entered into in the State of Washington and will be interpreted and enforced under the laws of this state. If any clause, phrase, or word is in conflict with State Law, then that single part is null and void.

14. RULES.

STABLE may from time to time post reasonable rules in connection with the operation of its facilities. Such rules shall become a part of this Agreement and any failure to observe them on the part of OWNER or OWNER’S designees shall constitute a default under this Agreement.

THIS AGREEMENT IS SUBJECT to the laws of the State of Washington.

Executed this _____ day of _____, 20____.

“STABLE”

“OWNER”

Allison Aurand

By: Flying Change Stables, LLC
Allison Aurand
6835 Old Guide Road
Lynden, WA 98264
(360) 510-7180

