

Straight Forward Dressage & Jumpers, Inc.

MONTHLY BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 2020 made by and between Straight Forward Dressage & Jumpers, Inc., hereinafter referred to as "STABLE", providing services as an independent contractor and (Owner's name) _____, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

The Equine Activity Liability laws of the State of Washington, RCW 4.24.540, state among its statutory provisions that “an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant engaged in an equine activity”

1. FEES, TERMS AND LOCATION

In consideration of \$800 per horse per month paid by OWNER in advance on the first day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis commencing _____, 2020. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month. Late Fees: Boarding fees paid between the 2nd and fifth day of the current month due will be subject to a late fee of \$25.00. Fees received after the sixth will be subject to a late fee of \$50.00.

2. DESCRIPTION OF HORSE(S)

Name:

Age:

Color:

Sex:

Breed:

Insurance Carrier, Policy and phone number (*if applicable*):

3. FEED AND FACILITIES

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse (s).

4. VACCINATIONS

Upon arrival of horse to STABLE proof of current tetanus, sleeping sickness, and influenza vaccinations is required. Horses are required to be vaccinated regularly. A negative current EIA test is required for all horses arriving from out of state. Please attach proof of vaccinations (6 months is considered current) and record of negative EIA text (current to 12 months). Your veterinarian may also forward records to patrickbilles@gmail.com before your horse arrives at the STABLE.

5. 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, 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 of STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse (s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of STABLE, *are to be borne by OWNER*. The barn carries a maximum liability policy of \$5,000 per horse per incident.

6. 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 any and all claims.

7. EMERGENCY CARE

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number

(_____), should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

8. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. 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 but are not limited to Rules on attached page. STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

9. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 8 Stable Rules. Any payment due STABLE under this AGREEMENT shall be due and payable by the first day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

10. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT. OWNER shall still be liable for the full amount of board for 30 days if proper notice is not given in writing. Horses deemed dangerous shall be removed within 36 hours notice by STABLE to owner. If OWNER does not/can not comply, OWNER is responsible for any and all costs involved in relocation of HORSE.

11. RIGHT OF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Washington for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss.

12. DAMAGE

OWNER is responsible for damage caused by horses beyond reasonable wear and tear. If your horse causes excess damage i.e. damage from chewing or kicking stall walls or paddocks, you will be given a bill that is due upon receipt.

13. LAST MONTH DEPOSIT

Owner will leave a deposit in the amount of \$800 with first month's board costs. A total deposit of \$800 will be paid as a damage deposit and the remainder will go towards last month's board.

Owner's Name: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone : _____

OWNER

STABLE