

Tumalo Cascade Equine Center Boarding Contract

This BOARDING CONTRACT is made and entered into on this _____ day of _____, 20____, by and between TUMALO CASCADE EQUINE CENTER, LLC, hereinafter designated "Manager," and _____ hereinafter designate "Owner," and if Owner is a minor, Owner's parent or guardian_____. Manager agrees to accept Owner's horse _____, Reg. No. _____ for boarding; and, it is the plan and intention of Owner to board this horse. For and in consideration of the agreements hereinafter set forth, Owner and Manager mutually agree as follows:

1. Owner agrees that Tumalo Cascade Equine Center, LLC, their agents and employees are not liable for death, sickness and/or accident, including consequential damages, caused to horse, except if caused by the willful and wanton gross negligence of Manager. In addition, Owner agrees to hold Tumalo Cascade completely harmless and not liable for any injury whatsoever caused to Owner, and /or any loss or damage to personal property. _____
2. It is the Owner's responsibility to carry full and complete insurance coverage on Owner, Owner's horse and all personal property. Owner agrees to abide by all of Tumalo Cascades rules and regulations and wear proper safety equipment. (i.e. hard hat) _____
3. Owner shall pay Manager for boarding services, and described below, \$_____per month or \$_____per day. Marked boxes indicated services included in Board. Services **NOT** included in board are priced and described below:

Bathing	<u>\$35.00/per bath</u>
Grooming	<u>\$05.00/per grooming</u>
Exercising	<u>\$15.00/per session</u>

4. Board is due on the first (1st) of each preceding month, timely payments are strictly enforced. A late fee of \$35.00 will be charged on payments received more than seven (7) days late; plus a finance charge of 1 $\frac{1}{2}$ % per month (18% annually) will be charged on all accounts 20 days past due. If payment is overdue by 90 days, Tumalo Cascade is entitled to a lien against horse for amount due and shall enforce lien and sell horse for amount due, according to the appropriate laws of the state. A security deposit of (\$400.00 - \$300.00) payable with this contract, shall be refunded to Owner within thirty (30) days of completion of contract. _____
5. Horse shall be free from infectious, contagious or transmissible disease: current negative Coggins test, Veterinarian's health certificate, a health, worming and immunization record. Tumalo Cascade reserves the right to refuse horse if not in proper health. _____
6. Tumalo Cascade reserves the right to notify the Owner within 7 days of horse's arrival if horse, in Manager's opinion, is deemed dangerous, sick or undesirable for a boarding stable. In such case, Owner is responsible for removing horse within 7 days and for all fees incurred during horse's stay. After all fees have been paid, this Contract is concluded. _____

7. Regular veterinarian and farrier attention will be arranged by Manager, Owner, and shall be invoiced by Manager, Veterinarian and Farrier directly to Owner. In the event of sickness and/or accident to the horse (s), after reasonable efforts have failed to contact Owner within a reasonable time, Manager is then hereby authorized to contact a veterinarian/farrier for treatment as manager determines is required for the health and well being of said horse(s). _____
8. If horse dies, is sold, or upon thirty (30) days written notice to Manager after this date _____, Owner may terminate this Contract for any reason. In such case, Manager shall be paid for all fees incurred up to termination date. After all fees have been paid in full, this Contract is concluded. If proper notice is not given, manger shall keep security deposit and consider it liquidated damages. _____
9. Every precaution is taken to protect horse from illness, theft, fire are accident. The stable owner and management shall not, while exercising reasonable care, be held responsible for illness, theft, fire or accident. _____ A copy of the barn rules and safety procedures were discussed to the owner at the time of this contract. _____
10. Owner is responsible for damages caused by their horse(s) to the barn/stalls/arenas/ fences/etc., and will be billed for repairs.
11. Owner agrees to hold Stable harmless from any claim resulting from damage or injury caused by said horse, to Owner or his quests and invitees, or anyone, including but not limited to, legal fees and /or expenses incurred by Stable in defense of such claims. _____
12. Commencement of this Contract shall begin on or about _____, and be concluded on or about _____, and /or when Manager or Owner gives thirty (30) days written notice and Manager will be held harmless. _____
13. This Contract is non-assignable and non-transferable. If stable shuts down, Manager will give Owner thirty (30) days written notice and Manager will be held harmless. _____
14. 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 Stable Rules. In the event of any dispute or disagreement relating in any manner whatsoever to this Agreement, the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the Arbitration Service of Portland, Oregon and shall be commenced within 45 days of such disagreement, or the request of either party to mediate. In the event that the parties are unable to successfully resolve said dispute through mediation, then the parties agree to submit to binding arbitration by and according to the rules of the Arbitration Service of Portland, Oregon, within thirty (30) days of any declaration of impasse. Should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach. _____
15. This Contract is made and entered into the State of Oregon and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, that individual clause is null and void. _____
16. This Contract represents the entire agreement between the parties. No other agreements or promised, verbal or implied, are included unless specifically stated in this written agreement. Additional agreements should be separately initialed by each party. If none, check box .

Stable Rules: Owner hereby acknowledges receipt and understanding of the current Stable Rules, and Safety procedures 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/her guests and invitees according these Rules. Owner acknowledges the Rules include, but are not limited to:

- Stable hours are from 7:00am - 9:00pm unless other wise discussed with the barn manager.
- Owner is responsible to clean up after his/her horse(s) outside of the stalls and their guests.
- Helmets are to be worn if owner or rider is 18 years and under at all times as well as for jumping or speed events.
- Please do not turn your horses out in an arenas or pastures. The stable has set times for all horses to enjoy turn out times. Thanks
- Please notify the barn if you are leaving for a show/trail ride/vacation/vet/etc and for how long.
- Please turn off lights in the evening when you are done and shut the doors behind you. (this includes the tack rooms and bathroom)
- The entrance gate in the front of the barn is to be closed at all times.
- If you see something broken or something is broken, please tell the barn manager. Safety is # 1.
- All horses are to comply with all yearly vaccinations and routine worming.
- It is absolutely forbidden to use or borrow anyone else's stuff without permission. (If it is not yours please leave it alone)
- No one is allowed to handle or ride anyone else's horse, unless written permission is on file from the owner.
- Communication is a wonderful thing, if you have a problem or a concern please come talk to us.
- Safety procedures were discussed with Owner. _____

Stable may revise these Rules from time to time and Owner agrees that 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 termination of this Agreement.

When Manager and Owner and Owner's parent or guardian, if Owner is a minor, sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Manager's (or authorized agent's) signature Owner's (or authorized agent's) signature

Address & Telephone of Owner Owner's parent/Guardian if owner is a minor

Security deposit of \$ _____ received on _____ by _____

Tumalo Cascade Equine Center

Release from Liability

This RELEASE FROM LIABILITY is made and entered into on this ____ day of _____, 20____, by and between Tumalo Cascade Equine Center LLC, hereinafter RIDER; and, if Rider is a minor, Rider's parent or guardian, _____. In return for the use today, and on all future days, of property, facilities, and services of the Manager/Instructor, the Rider, his heirs, assigns and legal representatives, hereby expressly agree to the following:

- 1. Rider is responsible for full and complete insurance coverage on his horse, personal property and himself.*
- 2. Rider understands there are risks in and around equine activities.*
- 3. RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED WITH IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON MANAGER/INSTRUCTOR'S PROPERTY AND FACILITIES including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.*
- 4. Rider agrees to hold Manager/Instructor and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and **AGREES NOT TO SUE** them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Rider's use of or presence upon Manager's/Instructor's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Manager/Instructor.*
- 5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code § 1542) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.*
- 6. Rider agrees to indemnify and defend Manager/Instructor against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which in any way arises from Rider's use of or presence upon the Manager's/Instructor's property and facilities.*
- 7. Rider agrees to abide by all of Manager's/Instructor's rules and regulations.*
- 8. If Rider is using Rider's horse, the horse shall be free from infection, contagious or transmissible diseases. Manager/instructor reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.*
- 9. This contract is non-assignable and non-transferable and is made and entered into the State of Oregon, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then the clause is null and void. When the Manager/Instructor and Rider (and Rider's parent or guardian, if Rider is a minor) signs this contract, it will then be binding on both parties, subject to the above terms and conditions.*

I have read and understand this release. I also have received a copy of the stable rules.

Manager's/Instructor's Signature

Rider's Signature

Address & Telephone of Rider

Rider's Parent or Guardian (if Rider is a minor)

*Tumalo Cascade Equine Center
Stable Rules and Regulations*

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*Tumalo Cascade Equine Center
Owner and Horse Information*

Please print legibly

Owner's Name _____ *Date* _____

Address _____ *Day Phone* (____) _____

City, State, Zip _____ *Evening Phone* (____) _____

Emergency numbers _____

Horses Name _____ *Reg./Tattoo/Chip No.* _____

Breed _____ *Color* _____ *Age* _____

Markings _____

Veterinary Name _____ *Phone* (____) _____

Address _____

Name of Horse Insurance Provider _____

(If you do not have Horse Insurance, we recommend you carry insurance on you horse(s).)*

Give dates of last immunization: Tetanus _____ *Influenza* _____ *Encephalitis* _____

West Nile _____ *What type of deworming paste used last* _____

Rhino _____

Any Known Allergies _____

List any colic's or surgeries or medical conditions _____

Special Instructions to Stable _____
