

BOARDING CONTRACT

This Boarding Agreement is made, effective as of _____, by and between Horse Haven Stables, Inc., a Washington corporation, of 13620 Old Snohomish-Monroe Road, Snohomish, Washington 98290, here referred to as "Boarder", and _____ of _____, here referred to as "Owner."

WHEREAS Boarder wishes to board said horse, and Owner wishes to have said horse boarded, the parties agree as follows:

SECTION 1
DELIVERY OF HORSE TO BOARDER

- 1.1 Boarding Rate. The horse shall be stabled with Boarder from _____ at 13620 Old Snohomish-Monroe Road, Snohomish, Washington at the monthly rate of \$_____ per month. Monthly stable fees will not be pro-rated. Owner shall pay a deposit of \$_____ which shall be held until the termination of this agreement

- 1.2 Boarding. The above horse will be boarded in: ____ Box Stall, ____ Box Stall with Paddock, ____ Pasture, ____ Other: _____

- 1.3 Veterinary Care. In the event of an emergency, Owner consents to all medical treatment necessary. Owner's veterinarian is _____, who can be reached by telephone at _____. If Owner's veterinarian cannot be reached, Owner consents to treatment by the Stable Manager or the Stable Veterinarian, Pilchuck Veterinary Hospital, Inc., P.S. All veterinarian charges will be Owner's responsibility.

SECTION 2
IDENTIFICATION

Owner agrees that the above horse shall be identified as follows:

Horse Name: _____ Reg. No: _____
Breed: _____ Color: _____
Sex: _____ Age: _____ Brand: _____
Distinctive Markings: _____
Special Instructions: _____
Estimated Value: _____

Immunization Dates (Most Recent):

Distemper: ___/___/___ Tetanus: ___/___/___ Wormer: ___/___/___
Virus Flu: ___/___/___ Other: ___/___/___

SECTION 3: LATE PAYMENTS

- 3.1 The Boarding fee is due and payable on the first day of each month. A \$25.00 late fee will be assessed if rent is received after the 5th of the month. Interest will then be charged at 12% per annum on any balance not paid after the 5th of the month.
- 3.2 Thirty days (30) notice is required prior to moving the horse out of facility, or Owner will be responsible for the full months boarding fee.
- 3.3 Should Owner fail to timely pay rent and other costs, a lien will attach to the horse. Boarder will post a notice regarding such lien at the facility, and will provide a copy of such notice to Owner, pursuant to RCW 60.56.015. In lieu of a lien, Boarder may choose to retain Owner's deposit.

SECTION 4: CARE OF HORSE; SUPPLIES

- 4.1 **Care.** Boarder shall care for and maintain Owner's horse in a manner consistent with proper horse raising practices in the County of Snohomish, State of Washington.
- 4.2 **Feeding.** The horse will be fed twice daily and food supplements will be fed if provided by Owner. Owner may not feed his horse without prior arrangement with Boarder.
- 4.3 **Cleaning.** Stalls will be cleaned Monday through Saturday.
- 4.4 **Turn Out.** Horses will be turned out on alternate days, weather permitting.
- 4.5 **Miscellaneous Costs.** All costs of training, lessons, shoeing, worming, veterinarian services, transporting, and any other costs and expenses are Owner's responsibility.
- 4.6 **Owner's Warranty.** Owner warrants this horse, to the best of his knowledge has not been exposed to any contagious or infectious disease for two weeks prior to boarding.
- 4.7 **Supplies.** Boarder shall maintain an adequate water supply on the premises. Where necessary to the health and maintenance of the horse, Boarder shall purchase special feed or processed feed after securing written approval from Owner, in which case Owner agrees to reimburse Boarder promptly for the costs of such added feed.

SECTION 5: RISK OF LOSS

- 7.1 Boarder will not be responsible for loss of the horse by fire, theft, injury, death, or from any other cause, other than the gross negligence or illegal act of Boarder or its agents or employees. Owner is therefore encouraged to obtain insurance for the full replacement value of the Owner's horse.
- 7.2 Any guests of Owner are Owner's responsibility, and Owner will be liable for any damage caused by his guests.

SECTION 6: INDEMNIFICATION OF BOARDER

- 8.1 Owner shall indemnify Boarder from and against any and all claims arising from the conduct or management of, or from any work or thing whatsoever done in or about the above-described premises or any building or structure on or the equipment of such premises during the term of this agreement, or arising during such term from any condition of any road, stream, or passage-way adjoining the above-described premises or appurtenances to such premises, arising from any act or negligence of Boarder or any of its agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to the property of any person, persons, corporation or corporations, occurring during such term in or about the described premises, and against all costs, attorneys fees, expenses, and liabilities incurred in connection with any such claim, action, or proceeding brought on or concerning such matters.
- 8.2 Owner acknowledges the risks involved in riding and working around horses, which include bodily injury from using, riding, training or being in close proximity to horses. In addition, Owner understands that both horse and rider can be injured in normal daily activities as well as during showing and competition. Owner therefore agrees to indemnify Boarder from any such injuries to himself, any family member, or any spectator/guest accompanying Owner on the premises of Horse-Haven Stables, Inc.

SECTION 7: DELIVERY OF HORSE BACK TO OWNER

Owner shall retrieve his horse from Boarder at the above address at the expiration of this agreement, at his own expense. However, Owner can request that Boarder deliver the horse, and Boarder agrees to do so, provided delivery is to be made within a 20-mile radius of the facility. A \$50.00 fee will be charged for this service.

SECTION 8: TERMINATION

Should either of the parties to this agreement desire to terminate this agreement, such party may do so by giving the other party thirty (30) days' written notice of the intention to so terminate.

SECTION 9: EFFECT OF AGREEMENT

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns to the parties.

SECTION 10: NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION 11: GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Venue and Jurisdiction will be proper in Snohomish County, State of Washington.

SECTION 12: EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION 13: ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION 14: MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

SECTION 15: PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

SECTION 16: ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION 17: COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Dated: _____

Signature

Address: _____,
_____,
_____,
HM Phone: _____,
Wk Phone: _____,
Cell: _____