

Derby Farms

17720 NE Woodinville-Duvall Rd.

Woodinville, WA 98072

425-483-9583

www.derbyfarms.com

HORSE BOARDING AGREEMENT

WITNESS THIS AGREEMENT this ____ day of _____, in the year 20____ by and between **DERBY FARMS aka Pamela T. Pentz** hereinafter referred to as "Stable,"

and _____, hereinafter referred to as "Owner."

1. FEES, TERM, AND LOCATION. Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned this agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Stable's opinion, is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The boarding fee is due upon the first of the preceding month. In the event said payment is overdue by ten (10) days, Stable shall access a late fee of \$25.00 per month. If the boarding fee becomes 90 days past due the Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Washington.

The initial monthly charge applicable to the services as set forth below shall be **\$575.00 USD** per month. Any fraction of a month used shall be pro-rated at **\$20.00 per day**.

2. DESCRIPTION OF HORSE TO BE BOARDED.

- a. Name: _____
- b. Age: _____
- c. Breed: _____
- d. Sex: _____

3. FEED, FACILITIES, AND SERVICES. Stable agrees to provide adequate **feed (Hay 3 x daily and pelleted grain 2x daily)** and facilities for normal and reasonable care (**12 x12 foot stall cleaned daily and bedded with wood shavings**) required to maintain the health and well being of the animals. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are as posted in the office of Stable and are subject to change at Stable's discretion. **SERVICES** such as Training, Lessons, Hauling, Clipping, will be billed at their posted rate and are due at the same time as the Board.

4. RISK OF LOSS AND STANDARD OF CARE. DURING THE TIME THAT THE HORSE (S) IS/ARE IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE (S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE (S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF STABLE, ITS AGENTS, AND/OR EMPLOYEES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL INJURY OR DISABILITY THE HORSE OWNER, OR OWNER'S GUEST, MAY RECEIVE ON STABLE'S PREMISES.

The Owner fully understands that Stable does not carry any insurance on any **horse** not owned by it for boarding or for any other purposes, whether 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 in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse by Owner.

THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE. IN NO EVENT SHALL STABLE BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN ANY AMOUNT.

5. HOLD HARMLESS. Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by owner's horse to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse boarded with Stable.

6. EMERGENCY CARE. Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse, but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse. All costs of such care incurred shall be paid by Owner.

STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, **UNLESS STABLE IS INSTRUCTED HEREIN BY OWNER THAT THE HORSE (S) IS/ARE NOT SURGICAL CANDIDATES.**

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well being, and/or medical treatment of the horse.

7. LIMITATION OF ACTIONS. Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within 60 days of the date such claim or loss occurs.

8. SHOEING AND WORMING. Owner agrees to provide the necessary shoeing and worming of the horse as is reasonably necessary, at Owner's expense. Owner agrees to have the horse wormed and vaccinated on a regular schedule.

9. OWNERSHIP. Owner warrants that he owns the horse.

10. CHANGES OR TERMINATION OF THIS AGREEMENT. It is agreed by the parties that this Agreement may be changed or terminated upon **thirty (30) days notice**, regardless of the rental period. Notices may be verbal or in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place in Stable's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

11. RULES AND REGULATIONS. The Owner agrees to abide by all the following rules and regulations of the Stable.

- a. **NO DOGS ALLOWED AT DERBY FARMS.**
- b. **NO SMOKING ON THE PROPERTY.**
- c. **HOURS OF OPERATION: 8 AM-9 PM DAILY.**
- d. **CLOSED for Lessons and Training on Sundays and Mondays.**

12. RIGHT OF LIEN. The Owner is put on notice that Stable has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse, and also for storage and services, and shall have the right, without process of law, to retain said horse until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse. In the event Stable exercises Stable's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs, and other related expenses.

13. PROPERTY IN STORAGE ON STABLE'S PREMISES. Owner may store tack and equipment including a horse trailer on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.

14. INHERENT RISKS AND ASSUMPTION OF RISK. The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;

certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

15. ENTIRE AGREEMENT. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Washington and shall be enforced and interpreted in accordance with the laws of said State.

16. ENFORCEABILITY OF CONTRACT. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Signature of Owner (or Authorized Agent) _____

Address: _____

City/State/Zip: _____

Telephone: _____ **Home** _____ **Cell**

E-Mail Address: _____

Signature of Stable _____

Pamela T. Pentz dba Derby Farms