



FarmHill Equestrian Center, LLC

23118 Northeast 37th Avenue, Ridgefield, WA 98642

BOARDING CONTRACT

On _____, 20____, this contract was entered into by _____, (“Owner”) who is the owner/boarder of the horse described below, and Barbara Hort, the managing owner of FarmHill Equestrian Center, LLC (“FEC”), located at 23118 Northeast 37th Avenue, Ridgefield, Washington. It is understood that the word “Owner” means the owner and/or boarder of the horse, and “FEC” means the owner/operator of FarmHill Equestrian Center, LLC and its agents.

Horse Name: _____ Barn Name: _____
Birthdate: _____ Color: _____ Sex: _____ Markings: _____

Veterinarian: _____ Phone: _____ Cell: _____
Horseshoer: _____ Phone: _____ Cell: _____
Insurance Company: _____ Phone: _____

Horse’s Medical History/Problems: _____

Supplements (Type/Amount/Frequency): _____
Hay type/amount: _____ Grain type/amount: _____

Owner Address: _____
Day Phone: _____ Eve Phone: _____
Cell Phone: _____ Email: _____
Owner birthday, if under 18 years old): _____
Owner guardian, if under 18 years old: _____

The Owner and Barbara Hort for FarmHill Equestrian Center, LLC agree that:

1. **Agreement to Board Horse.** The parties agree that the horse described above shall be boarded at FEC, and that the owner and other persons authorized by Barbara Hort shall have use of the FEC facilities, under the rules pertaining to these premises and their use. In the event someone other than owner will be handling or riding the horse, such person or persons shall have been made known to FEC. Such persons shall sign a Hold Harmless agreement, and shall abide by all the terms of this agreement and the rule of FEC. No person is authorized to change or alter the terms of this agreement without prior approval of all parties involved.

2. **Term.** The boarding of this horse shall begin on _____ and continue monthly until terminated by either party upon thirty (30) days written notice to the other. FEC reserves the right to evict the Owner with 7 days written notice.

3. **Boarding Fees – Payments, Charges, and Liens.**

The boarding fees shall be paid in advance on the **first day** of each month. The board check should be made to the order of **FarmHill Equestrian Center, LLC**, mailed to Barbara Hort at **3485 NW Thurman Street, Portland, Oregon 97210**, or else placed in her box at FEC. FEC reserves the right to change board rates with 30 days written notice.

If the board is not received by the 5th day of the month, a late fee of \$5.00 per day will be assessed until the board is paid.

If a board check is returned NSF, the late fee will be calculated retroactively, beginning on the 6th day of the month for which the check was designated. Moreover, a charge of \$50 will be assessed for all NSF checks, in addition to the NSF charge levied by the bank.

FEC is hereby granted and shall retain a lien on the Owner's horse for any and all unpaid board, past due accounts, and other charges resulting from the boarding of the horse. Recourse shall not be limited to exercise of rights against the lien.

If the board for this horse falls one month in arrears, FEC shall exercise the lien herein granted against the horse being boarded. If the board for this horse falls three months in arrears, the horse will be confiscated and sold against the settlement of the amount owing, without further notice. FEC may dispose of horse to satisfy unpaid charges at a private or public sale or may pursue its claim through litigation, and the Owner waives any other legal notice to these actions. In the event that the sale of the horse does not occur or produces a recovery insufficient to pay costs and charges incident to the foreclosure on the lien, the Owner shall be liable for any difference. Any sum realized over and above any costs and charges incurred by stable shall revert to the Owner.

4. **Duties of the staff of FEC.** Services included in the board fee are: hay, water, and grain (Safe Choice, rolled oats, and/or rice bran pellets), stall cleaning, blankets and boots donned if needed, and daily turn-out, unless weather conditions are deemed dangerous or the horse cannot be turned out safely due to injury or illness. The Owner understands that all training, lessons, shoeing, veterinary services, hauling, and any miscellaneous expenses are additional costs and will be billed accordingly.
5. **Routine and Emergency Veterinary Care.** Owner certifies to the best of her/his knowledge that owner's horse has not been exposed to contagious or infectious disease for 30 days prior to the date of boarding at FEC. Owner agrees to give stable a veterinary health certificate evidencing condition of said horse prior to entering stable grounds or commencement of boarding. Proof of all immunizations and worming is required prior to boarding at FEC.

In the interest of animal health, all horses boarded at FEC are required to have quarterly worming and vaccinations. FEC will schedule the FEC vet of choice to

worm and vaccinate at the Owner's expense. If the Owner wishes to have a different veterinarian administer the wormer and vaccines, s/he must arrange for these services to occur at the same time the rest of the FEC horses are receiving them. FEC staff will not be responsible for providing any of these veterinary services.

Under normal circumstances, the FEC staff will advise the owner of any health problems that they believe that the horse may have, and the owner shall arrange for veterinary services.

Under emergency circumstances, the FEC staff may obtain services of a veterinarian, even if the owner cannot be contacted, and the owner hereby agrees pay for those services. The FEC staff will attempt to contact the owner's veterinarian of choice, but in the event that veterinarian cannot be contacted or cannot come promptly, the Owner grants permission to the FEC staff to contact whatever veterinarian can come promptly. In the event that follow-up care to an emergency call is needed, and the Owner is not available to give it, the Owner authorizes the FEC staff to administer follow-up medical care and medications as directed by the attending veterinarian. The Owner understands these services will be added to the next month's board bill.

6. **Rules.** The Owner has received a copy of the rules of FEC and s/he agrees to follow those rules. The Owner has also received and signed a copy of the FEC Liability Waiver. The Owner will not allow anyone to ride their or any other horse boarded at FEC without first asking permission from the FEC staff and obtaining a signed liability waiver from said person, or their parent or legal guardian if person is a minor. Furthermore, the Owner shall use all reasonable care in the use of the FEC facility to avoid injury to self and others.
7. **Release, Liability, Waiver and Indemnity.** As provided in WA RCW 4.24, FarmHill Equestrian Center and all of its owners, agents and employees shall not be liable for injury or death to any one arising out of riding, training, driving, grooming or riding as a passenger on a horse. In addition, the Owner or Owner's representative may not maintain an action against or recover from the FEC and/or its owners, agents and employees for injury or death arising out of riding, training, driving, grooming or riding as a passenger on a horse, except as provided in that statute.

The Owner hereby releases FEC, its owners, agents and employees from all liability for any and all loss or damage, and any claim or damages resulting therefrom, on account of injury to Owner's person or property, even injury resulting in death, arising out of Owner's use of the facility, including but not limited to horseback riding, participating in riding instructions and lessons, horse training, exercises and other horse related activities taking place on or off the facility. This release also applies to damage or injury suffered by Owner's horse while being ridden or handled by FarmHill Equestrian Center and any of its owners, agents and employees.

Owner accepts the full risk of loss, damage, costs and expenses caused by Owner's negligent or intentional acts, Owner's failure to obey FEC rules and any other actions causing injury or damage to a person or property and agrees to indemnify and hold harmless FarmHill Equestrian Center and all of its owners, agents and employees

from any and all liability s/he may incur due to those actions. FEC shall not be liable for any damage which may accrue from any cause growing out, of or as a result of, the boarding of the horse, including but not limited to loss by fire, theft, illness, running away, death, injury to person, visitor, horse, tack, equipment, or property.

It is the Owner's responsibility to obtain mortality/surgical insurance for the horse if so desired. FEC insurance on horses boarded at this facility is limited to a *total* of \$25,000 for all horses, with no more than \$5,000 to be paid for an individual horse.

8. **Liability for Damage to the Facility** Owner is responsible for damages done by her/his horse to the FEC facility and its grounds. Owner is further responsible for damages done by Owner, members of Owner's family or Owner's invited guests to FEC facility and its grounds. Owner shall be liable for any costs of repair resulting from said damages, to be added to owners monthly bill. Such costs shall *not* include reasonable wear and tear to the FEC facility and its grounds, but shall include damages caused by chewing, kicking, or displacing stall walls and enclosures.
9. **Humane Treatment of Animals at FEC** FEC will not allow the mistreatment of any animal on its premises, and reserves the right to exclude from the premises anyone who acts in an abusive manner. This provision excludes reasonable and ordinary discipline, which standard shall be defined by FEC.
10. **Legal conduct of boarders** If a boarder is publicly found to be in commission of crimes involving persons or property, on or off FEC property, that boarder will not be allowed on FEC property for the protection of other members of the FEC community.
11. **FEC "Persons in Charge"** FEC may designate any person of its choosing as the "person in charge" of the stable. Such persons shall be treated as agents of FEC and its managing owner, Barbara Hort.
12. **Arbitration.** All disputes, except the collection of boarding, shall be submitted to arbitration under the rules of the American Arbitration Association.

Horse Owner (signature)

Date

Horse Owner (signature)

Date

Barbara Hort, Managing Owner
FarmHill Equestrian Center, LLC

Date