

HORSE BOARDING AGREEMENT

1. PARTIES. This Agreement is entered into Rider's Edge Farm (REF) and _____ (Client) for boarding of one horse at the premises of REF located at 11220 196th Ave NE, Redmond, WA 98053.

Clients contact information is as follows:

****IF CLIENT IS NOT OWNER OF HORSE, ALSO PROVIDES OWNER INFORMATION****

Name: _____ Phone: _____

Address: _____ Email: _____

2. EFFECTIVE DATE: This agreement becomes effective on _____ and continues on a month-to-month basis, commencing on the first day of each month. This agreement is not assignable without consent by REF.

3. HORSE: The client represents that it is the owner, lessee or user of the following horse, the condition of which is warranted as described as follows:

Full Name: _____

Barn Name: _____

Gender: _____ Age: _____ Breed: _____

Color: _____ Height: _____

Bad Habits: (cribbing, kicking, chewing, fences, rearing, biting people, etc.)

Medical Conditions: (history of colic, allergies or hives, previous surgeries, etc.)

Vet Name: _____ Phone: _____

Farrier Name: _____ Phone: _____

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4. Boarding Schedule Fee Schedule: REF will provide the services selected at the fee stated. If schedule changes REF shall provide Client with 30 days written notice.
 Full Care (Stall clean 7x week, feed hay 1x daily in feeder box, supplements morning and evening, Turn out 6x week) \$1,000

Optional services. The following are available:

Tack Locker (Lock provided by client)	\$N/C
Trailer Parking per month	\$35
Truck-and-Trailer Parking per month	\$50
Other _____	\$ ____
TOTAL MONTHLY CHARGE FOR THIS HORSE	\$ ____

5. Warranties by Client. Client agrees, represents and warrants: the horse is in good health and condition, is free from communicable diseases and equine vices. At this time the horse:

Yes	No		Date Occurred
<input type="checkbox"/>	<input type="checkbox"/>	was dewormed	_/_/_
		Immunizations:	_/_/_
<input type="checkbox"/>	<input type="checkbox"/>	Equine Encephalomyelitis	_/_/_
<input type="checkbox"/>	<input type="checkbox"/>	Equine Influenza	_/_/_
<input type="checkbox"/>	<input type="checkbox"/>	Equine Herpes Virus	_/_/_
<input type="checkbox"/>	<input type="checkbox"/>	Rhino Pneumonitis	_/_/_
<input type="checkbox"/>	<input type="checkbox"/>	Strangles <i>*only if there is an outbreak</i>	_/_/_
<input type="checkbox"/>	<input type="checkbox"/>	Potomac Horse Fever	_/_/_
<input type="checkbox"/>	<input type="checkbox"/>	Tetanus	_/_/_
<input type="checkbox"/>	<input type="checkbox"/>	West Nile	_/_/_
<input type="checkbox"/>	<input type="checkbox"/>	Hooves trimmed or shod within preceding 6 weeks, and will be each succeeding 6 week period	_/_/_
<input type="checkbox"/>	<input type="checkbox"/>	Teeth floated within the past year and will be yearly thereafter	_/_/_
<input type="checkbox"/>	<input type="checkbox"/>	Fecal sample floated for worm eggs	_/_/_

As a condition to acceptance and continued boarding of the horse at REF, the client is required to meet and maintain the minimal requirements detailed in the preceding and following paragraphs.

Prior to, or upon arrival of the horse at REF and semiannually thereafter, the client shall cause a fecal sample of the horses manure to be examined by a laboratory

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recommended by the client's veterinarian and to follow the deworming protocol recommended by the veterinarian, and to submit to REF, on a timely basis, the lab results, and the treatment recommendations, and proof of compliance. When a horse tests positive for worms, fecal samples shall be taken and examined every three months until such time as the horse tests clear. The horse shall be dewormed no less often than quarterly.

Upon request by REF, the client shall provide copies of receipts or written proof or explanation from the clients veterinarian, that the vaccinations listed in the first paragraph of this section 5 have been maintained current according to the doctor's orders.

The health and welfare of the horse affects the health and welfare of other horses stabled at REF, other clients, and REF personnel. REF reserves the right to terminate this agreement, if after 10 days' notice to the client to remedy any situation, the client fails to do so, such termination will be effective immediately

6. Turn out. Client understands that Client's horse may be turned out by REF in communal or adjacent paddocks, that horses confined in close quarters naturally seek and establish pecking order that is demonstrated by and achieved by biting, kicking and chasing. A consequences of this action is that a horse may be injured, which is risk the client accepts by requesting that the horse be turned out, in which case the horse will be turned out 6 days per week, (except holidays) weather permitting.

The physical and mental health of the horse is maintained in large part by use and exercise which help avoid equine vices and abnormal behavior which can adversely affect other horses, damage property, and put REF clients and personnel at risk of injury. Therefore, the client agrees to use, ride or exercise the horse, such as in lessons or otherwise, at least two times per week.

At a fee of \$25.00 per session, REF personnel will provide the required exercise for 20 minutes in round pen hand or free lunging. Should the client fail to fulfill the twice weekly use and exerciser requirement, REF is authorized to provide the round pen exercise, as just described, at the said cost of \$25.00 per session to be added to the clients monthly board bill.

REF also reserves the option to terminate this boarding agreement if REF determines it is in the best interested of the horse, client, other clients or the management, because of

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failure of the client to use and exercise the horse as agreed even though REF is providing the round pen exercise sessions.

7. Payment schedule. On or before the first day of each month. Client shall pay for the services in the amount set forth in the previous fee schedule, as amended from time to time on written notice. Any additional services scheduled for that particular month shall be paid for by Client in the month following the additional services. All payments shall be mailed to 11220 196th Ave NE Redmond, WA 98053, or placed in the box at Rider's Edge Farm.
8. Default in Payment. Should Rider's Edge Farm not receive the payment by the 5th day of the month, Client shall pay a late fee of \$25 payable with the following month's payment and past due balances will accrue interest at a rate of 12% per annum. In the event of delinquency in the payment of any charges under this Agreement, in addition to any other remedies available to Rider's Edge Farm in law or in equity, including the right to terminate this Agreement. In addition, if charges are not timely paid, Rider's Edge Farm shall have a lien on the horse boarded pursuant to RCW 60.56.050.
9. Grant of Security interest. CLIENT ACKNOWLEDGES THAT THE HORSE BOARDED AT REF IS SUBJECT TO THE AGISTER'S LAWS OF THE STATE OF WASHINGTON AND THE OWNER OF THESE PREMISES MAY UTILIZE THESE LAWS TO ENFORCE THE AGISTER'S LIEN AND TO ENFORCE PAYMENT. In addition to the statutory rights available to Rider's Edge Farm under RCW 60.56. Client grants a security interest to Rider's Edge Farm in all of Client's interests in the Horse, tack, vehicles, trailers, equipment and proceeds thereof, for which stabling services or storage have been provided on the property by Rider's Edge Farm and further agree that a copy of this agreement shall constitute a security agreement and financing statement under the Uniform Commercial Code, RCW 62A, Articles 9 (and Client agrees to sign a UCC – Financing Agreement upon request), all rights of which shall benefit Rider's Edge Farm and that possession of such personal property shall constitute a pledge and possessory interest perfected thereby. The security interest is granted to secure Client's performance and payment promised herein.
10. Injury or Illness to Horse. Should the staff of Rider's Edge Farm become aware of injury or illness to the Horse, REF shall attempt to telephone Client immediately for consultation. Should such consultation not be immediately possible Client authorizes REF as agent for Client, to contact any veterinarian of REF's choice, the services for

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which Client shall promptly pay. This Agreement does not obligate REF to order or provide veterinary services and REF has no duty to render treatment or to call a veterinarian. Client acknowledges that REF shall not be responsible for any consequences of any such aid or treatment or lack thereof.

11. Acceptance of Premises. Client has inspected the premises, and approves the facilities and grounds as adequate and appropriate for the safety of Client, Client's Horse, guests, children, tack, horse-drawn vehicles and trailers. Client further agrees that no warranties or representations as to the condition of the premises have been made and client agrees to adhere to all Policies and Procedures, Barn Rules, and Arena Rules of REF and agrees to ensure that any invitees or guests of Client are aware of any comply with such policies and all signs posted at Rider's Edge Farm.
12. Risk of Loss. Client fully understands that risks of injury to the Horse or loss of property are connected with boarding, training, condition, storage of personal property. While the Hose is boarded at Rider's Edge Farm, REF, shall not be liable for any sickness, disease, theft, death or injury suffered by the Horse or any other cause of action arising from or connection to the boarding of this Horse. All risks are assumed by the client as more fully provided in paragraph 13 below.
13. Release, Hold Harmless, Indemnity Waiver and Pledge. Client hereby releases, discharges and agrees to indemnify and hold harmless Rider's Edge Farm, its owners, facilities, manager, employees, agents, contractors, and others acting on behalf of REF to the fullest extent allowed by law, from any client, suit, expense or loss, including for bodily and property damage, injuries and/or loss of life of people animals (collectively referred to as "LOSS"), which arises out of the stabling of the Horse while on the premises of the REF or while being transported by REF or in its care, custody, or control at a horse show, or out of Client's participation in activities at or the use of the premises of REF or any trails or other areas accessible there from. This Release applies to the action, conduct or activities and/or negligence of the Client, Client's Horse, children family members, guests and agents. Client father waives and releases subrogation claims of all medical and convalescent care, cost of support and, as security for this hold harmless and indemnity, Releasor grants and pledges a security interest in all money and proceeds arising from any such Claim, including insurance proceeds, trust and guardianship remainders and proceeds from testate or intestate succession, which Releasor agrees not relinquish or disclaim. Client acknowledges and agrees that REF

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liabilities as an equine activity sponsor are limited by Washington State law, RCW 4.24.540 and otherwise, and Client intends REF's rights under this Agreement to be in addition to those statutory limitations and not as replacement for them.

14. Riding Horse at Rider's Edge Farm. Only individuals who have signed the Event License Release, Hold Harmless Waiver, and Pledge Agreement will be allowed to ride or drive a Horse at REF. Should the Client cause or allow any person to interact or have contact with their Horse while at REF client agrees to accept the entire liability for damage or injury arising from such violation of this provision.
15. Storage Lockers-Horse Vehicles. Rider's Edge Farm is not responsible for lost or stolen items. Storage lockers may be provided on a space available basis. Client is responsible for providing the lock for the locker and keeping the lockers locked and secured. Tack, equipment, trailers, horse drawn vehicles, and harnesses left at the REF shall be at risk of the Client.
16. Attorney's Fees. The prevailing party shall be entitled to an aware of attorney's fees in any such dispute or proceeding to enforce or defend the parties' respective rights in this Agreement.
17. Lessons and Training. Client must contract separately for any training, riding instruction, exhibition or other equine activities that may be conducted and Client acknowledges that REF does not employ trainers and is not responsible for the action, conduct, or obligation of individuals who contract to provide lessons or training to Client.
18. Quarantine. Rider's Edge Farm reserves the right, at all times, to relocate any Horse within REF or to direct its immediate removal of, for any reason, it reasonably determines that such horse poses a risk of communication of disease or injury or damage. Should Client learn of or suspect the horse has communicable disease, that fact immediately shall be communicated in writing to REF.
19. Rules and Regulation. Client and their guests shall at all times observe all rules and regulations posted by the Rider's Edge Farm.
20. Termination. Either party shall have the right to terminate this Agreement without cause by giving (30) days written notice to the other. Provided however, Rider's Edge Farm may terminate this Agreement immediately, by sole discretion of REF, for the Client's failure to follow rules and regulations of REF.
21. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understanding and agreements between them and any

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predecessor of Rider's Edge Farm. No amendments to this Agreement shall be valid or effective unless in writing and executed by the parties.

Dated this _____ day of _____, 20__

(Client – signature)

(Client – printed name)