

# BEAR CREEK EQUESTRIAN CENTER LLC

## BOARDING AGREEMENT

THIS BOARDING AGREEMENT (the "Agreement") is made between Bear Creek Equestrian Center LLC (referred to as "Stable") located at 93 Lower Bear Creek Road, Winthrop, Washington and \_\_\_\_\_ (referred to as "Owner") residing at \_\_\_\_\_, owner of the horse described in Section 2.

### 1. Fees.

In consideration of \_\_\_\_\_ (\$\_\_\_\_\_) dollars per horse per month paid by Owner in advance of the first day of each month, the Stable agrees to board said horse beginning \_\_\_\_\_. Unless otherwise agreed to, should Owner fail to pay boarding/training fees by the 10<sup>th</sup> day of the month, the Stable reserves the right to charge a \$5.00 per day late fee for every day the payment is not received. Basic boarding services include feeding and watering twice per day, fly spraying twice per week during fly season, daily visual checks for injuries, handling during shoeing and vetting upon Owner request, one saddle tree per horse, one bridle hook per horse in tack room and use of all facilities of the Stable including round pen, covered arena, uncovered arena, bridle path, tack room and wash rack. Additional services are available for the fees listed in the Appendix attached to this Agreement.

### 2. Description of Horse.

Name: \_\_\_\_\_  
Age: \_\_\_\_\_  
Color: \_\_\_\_\_  
Sex: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Height: \_\_\_\_\_  
Registration/Tattoo/Brand: \_\_\_\_\_

### 3. Turn-Out

Turn-out for 2 hours daily into a small pasture will be provided by staff for any horse boarded in stall or paddock.

### 4. Exercise

If no additional services are requested, the Owner will be expressly responsible for all exercise, and it is understood that the horse will be boarded at BCEC but not exercised by its staff.

**5. Standard of Care**

Stable agrees to provide normal and reasonable care to maintain the health and well-being of said horse.

Optional Special Instructions:

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**6. Risk of Loss/Hold Harmless.**

Lessee (Owner) agrees to hold Lessor (Stable) harmless from any act of ordinary negligence of Lessor or any of his agents, contractors, or employees arising from any accident, injury or damage whatsoever, however caused, to any person, or persons, or the property of any person, persons, or corporations occurring during such term of this Lease and arising out of the use or care of said horse.

**7. Indemnity.**

Owner agrees to hold Stable harmless from any claim caused by said horse and agrees to pay legal fees incurred by Stable in defense of a claim resulting from damage by said horse.

**8. Emergency Care.**

If medical treatment is needed, Stable will call Owner. In the event Owner is not reached, Stable has the authority to secure emergency veterinary and/or blacksmith care. However, Stable has no responsibility to pay for such emergency care. Owner is responsible to pay all costs relating to this care. Stable is authorized to arrange billing to the Owner, but Owner must make arrangements with veterinarian and clinic in advance.

**9. Shoeing and Deworming**

Stable implements a 6-8 week shoeing/trimming and hoof care program and as needed in cases of broken hooves or pulled shoes, and a deworming program consistent with recognized standards. Owner is obligated to pay the expenses of such services including the cost of farrier service and shoes, deworming medications, and veterinary costs. Owner must sign a waiver to decline these Stable implemented programs. However, Owner must show proof of current vaccinations for horse listed in Section 2 before boarding at the Stable. Current vaccines are 5-way (East/West, Equine Influenza, Rhinopneumonitis and Tetanus) or its equivalent with West Nile optional.

1. Owner hereby waives the 6-8 week shoeing/trimming and hoof care program offered by Stable:

\_\_\_\_\_

Owner

\_\_\_\_\_

Date of Waiver:

2. Owner hereby waives the de-worming program offered by Stable:

\_\_\_\_\_

Owner

\_\_\_\_\_

Date of Waiver:

If I have waived either of the services offered by Stable in this paragraph, I agree that if I fail to adhere to a generally recognized standard of care for either of these services, Stable will take over these services and I will be responsible for the cost of such services provided by Stable.

I agree that I will maintain a vaccination program for my horse which includes 5-way (East/West, Equine Influenza, Rhinopneumonitis and Tetanus) or its equivalent with West Nile optional while my horse is boarded at BCEC and I will provide proof to Stable when my horse receives these vaccinations. If I fail to provide proof of all current vaccinations, Stable is authorized to vaccinate my horse to keep all the vaccinations current and I will be responsible for the cost of such services provided by Stable and veterinarian.

**10. Ownership – Coggins Test**

Owner warrants that he owns the horse and will provide, prior to the time of delivery, proof of a negative Coggins test should the horse be transported from a different state.

**11. Insurance.**

Owner shall bear all risk of loss from the death of or any harm to said horse(s) unless such loss is caused by gross negligence of Stable, its agents, contractors, or employees, in which case Stable shall bear such loss. Stable agrees to carry insurance

protecting Owner against any losses caused by negligence of Stable, its agents and employees. Stable agrees to maintain liability insurance.

## **12. Notice of Termination**

Owner agrees to give Stable thirty (30) days notice to terminate this Agreement. The Owner cannot assign this Agreement unless the Stable agrees in writing. Stable agrees to give the Owner thirty (30) days notice to terminate this Agreement unless the horse is unmanageable as described below. Stable gives the Owner two weeks (14 days) to remove an unmanageable horse. Should said horse described in Section 2 become unmanageable or act in such a manner as to jeopardize the safety of Stable personnel, Stable visitors and other horses, the Stable reserves the right to isolate the horse and terminate the agreement with appropriate reimbursement to Owner for unspent monthly boarding fees. Horse must be removed from the Stable within two weeks of the termination notice. Stable has the right to terminate contract if Owner is late with payment more than three times in one contract period.

## **13. Right of Lien.**

Stable has the right of lien as set forth in the law of the State of Washington for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse until the indebtedness is satisfactorily paid in full. This right is known as an agister's lien pursuant to RCW 60.56.010 et seq.

## **14. Binding Effect.**

The parties hereto agree that this Agreement shall be binding on their respective heirs, successors, and assigns. Failure of either party to abide by and perform any and all other terms, covenants, conditions, and obligations of this Agreement shall constitute a default and shall, in addition to any other remedies provided by law or in equity, entitle the wronged party to reasonable attorneys' fees and court costs related to such breach.

## **15. Governing Law.**

This Agreement is subject to the laws of the State of Washington. Any legal action must be brought in Okanogan County, Washington.

## **17. Entire Agreement.**

This constitutes the entire Agreement between the parties. Any modification or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

OWNER

BEAR CREEK EQUESTRIAN CTR LLC

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

Bear Creek Equestrian Center  
93 Lower Bear Creek Rd.  
Winthrop, WA 98862  
Winthrop, WA 98862  
509-996-3727

\_\_\_\_\_  
Telephone

## **APPENDIX TO BOARDING AGREEMENT**

### **Optional services include:**

Supplements	\$35.00 per month
Blanketing	\$5.00 per day
Minor vetting: soaking, topical ointment application, Administering Bute	\$20.00 per hour (also prorated)