



THE SPOKANE EQUESTRIAN CENTER, LLC

Physical: 2205 West Gibbs Road Spokane, WA 99224

Billing: % Hatley/Cobb Farmland, 2828 E 32nd Ave Suite B Spokane, WA 99223

Phone: Main-(509) 990.4684 Office-(509) 448.4842

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HORSE BOARDING AGREEMENT AND LIABILITY RELEASE

- A. **DEFINITIONS.** The term **OWNER** shall herein refer to the owner, part-owner, or lessee of the animal(s) which are contracted to be boarded under this agreement. The term **STABLE** shall herein refer to **THE SPOKANE EQUESTRIAN CENTER, LLC**. The terms **HORSE(S)** and **ANIMAL(S)** shall herein refer to the equine species and also to the specific animal(s) to which this agreement refers. The terms **BOARD** and **BOARDING** shall herein refer to the provision or compensation of daily routine food, and/or physical space for animals by **STABLE**. The term **RIDER** shall herein refer to the **OWNER** and/or to a person associated with **OWNER** or **OWNER'S HORSE(S)** (and if **RIDER** is a minor, **RIDER'S** parents or guardian) who rides a horse while mounted or otherwise handles or comes near a horse from the ground.
- B. **BOARD FEE.** Payments can be dropped in the black mailbox located onsite, hanging inside the dayroom next to the office door, OR sent to:
% Hatley/Cobb Farmland Management
2828 E. 32nd Ave Suite B
Spokane, WA 99223
- C. **FEE SCHEDULE.** First month's rent is due at the time of drop off. Charges are to be paid in advance on the 1st of the month. If not paid by the 10th of the month, **OWNER** agrees to pay a late fee of 5% of the amount overdue. If not paid by the 15th of the month, **BOARD** will revert to the daily rate of \$10 per day until paid in full.
- D. **NON PAYMENT.** Failure to pay boarding fees or other charges as due shall entitle **STABLE** to immediately terminate this agreement and to keep the animal(s) in **STABLE'S** possession at **OWNER'S** expense until all fees and charges are paid in full. **OWNER** hereby grants to the possessory lien against the boarded horse(s) to **STABLE** for the value of all unpaid charges resulting from boarding and any other services to the horse(s). Should such charges go unpaid, **STABLE** shall be entitled to exercise the right to enforce said lien according to the laws of the State of Washington.
- E. **THE STABLE'S FEE SCHEDULE MAY CHANGE AT ANY TIME.** Should such a change be required, **STABLE** shall give owner(s) no less than 10 days written notice.
- F. **BOARDED HORSE(S) HEALTH WARRANTY/ROUTINE CARE.** Each horse to be boarded shall enter the premises free from transmissible diseases. Horse(s) must be current on immunizations for at least Eastern/Western Encephalitis, Tetanus Toxoid, Influenza, and Rhino pneumonitis. In addition, **STABLE** recommends the appropriate quarterly and semi-annual boosters. Worming and immunization records must be presented to **STABLE** by **OWNER** prior to entry of horse(s) onto **STABLE** premises. Furthermore, Boarded horse(s) must participate in a regular program of worming and immunization to be provided by the **OWNER**. The cost of this program is to be borne solely by **OWNER**. Proof of compliance shall be provided to **STABLE** on a timely basis. Participation and costs of other regular programs such as, but not limited to, feet trimmings, teeth floating, and/or medical check-ups, are the sole responsibility of **OWNER**, and are to be arranged and provided by **OWNER**.

- G. **STABLE'S RIGHT TO REFUSE BOARD. STABLE** reserves the right to refuse continuation of board of any horse(s) for any reason such as; relating to animal's poor health or unsoundness, dangerous propensities, habits or vices, or refusal to obey **STABLE** rules or cooperate with **STABLE** personnel on reasonable requests. In such event, **STABLE** shall not be required to give **OWNER** written notice to remove boarded animal(s) from **STABLE** premises. After all fees are paid in full, this agreement is concluded.
- H. **BOARDED HORSE ILLNESS OR INJURY.** Should **OWNER'S** horse(s) become sick or injured, **STABLE** shall attempt to contact **OWNER** immediately. If **OWNER** does not immediately inform **STABLE** regarding measures to be taken or if the state of the horse(s) health requires immediate action, **STABLE** is authorized to, but not required to, request all services of a veterinarian of its choice or administer any other attention that appears to be required. **OWNER** shall be solely responsible for any expenses incurred for such services.
- I. **VISITOR PERMISSION TO HANDLE HORSE(S).** In the event someone other than **OWNER** call for the boarded horse(s) at **STABLE**, he/she shall have written permission or other agreed upon prearranged permission to remove, handle, or ride the specific boarded horse(s). Unless otherwise authorized by **STABLE**, **OWNER** and **STABLE** are the only persons authorized to perform pen or stall cleaning, maintenance of any kind, or handle or attend to horse(s). **STABLE** reserves the right to deem any person, at any time, other than **OWNER** unauthorized to perform labor/maintenance/handling, etc. of any horses, property, etc.
- J. **RIDER(S). OWNER/ RIDER** acknowledges the inherent risks involved in and around equine activities, which may include, among other risks, injury from using, riding, or being in close proximity to Horse(s). Furthermore, both **HORSE** and **RIDER** may be injured in normal use or in competition and schooling. **RIDER** agrees that **STABLE** is not liable for an injury to or the death of **RIDER, HORSE(S)**, and/or a participant in activities resulting from the inherent risks of such equine activities. **RIDER** agrees to assume any and all risks involved in, or arising from, **RIDER'S** use of or presence upon property and/or facilities.
1. **RIDER** is responsible for full and complete insurance coverage on his/her **HORSE(S)**, personal property, and himself/herself.
 2. **RIDER** acknowledges the inherent risks present associating with and relating to any horse, horse activity, and/or natural horse behavior which may include, among other risks, bodily injury from using, riding or being in close proximity to Horse(s), including injury in normal use or in competition and schooling. **RIDER** agrees that **STABLE** is not liable for an injury to or the death of **RIDER, HORSE(S)**, and/or a participant in activities resulting from the inherent risks of such equine activities. **RIDER** agrees to indemnify and defend **STABLE** against, and hold harmless from, any and all claims, causes of action, damages, judgements, costs of expenses, including attorney's fees, which in any way arises from **RIDER'S** use of or presence on **STABLE'S** property or facilities.
 3. **RIDER** agrees that **RIDER** will promptly pay for any damage that occurs on **STABLE'S** property that is caused by **RIDER** or any **HORSE(S)** that **RIDER** brings onto **STABLE'S** property.
 4. **OWNER/RIDER** is responsible for using protective gear, including, but not limited to, heeled boots, long pants, a long-sleeved shirt, gloves designed for riding when visiting **STABLE'S** property, and an ASTM-certified safety helmet fastened securely under the chin while riding on **STABLE'S** property. If **OWNER** does not wear these items, **OWNER** assumes the increased risk of injury or death associated with failing to wear such protective attire, and assume responsibility of all costs of

expenses, damages, etc which in any way arises from non conformance to **STABLE'S** regulations. **OWNER** agrees that **STABLE** has no duty to provide safety attire for **OWNER**.

5. **OWNER'S ACCEPTANCE OF RESPONSIBILITY. OWNER/RIDERS** are required to inspect **STABLE'S** premises and satisfy himself/herself that the condition of premises and facilities will provide a reasonable and adequate level of safety. This will apply to **OWNER'S HORSE(S)** as well as **RIDERS, OWNER'S** family, guests, and visitors who enter the premises. **OWNER** agrees to be responsible for any and all damages, injuries, or loss of life caused by or to the **HORSE(S)** while in the care, custody and control of **OWNER, OWNER'S** family members, invitees or other handlers or agents appointed by them, and also for any acts by **HORSE(S)** caused by vices or dangerous behavior; the definition of which shall be determined exclusively by **STABLE**.

K. **DIRECT LOSS TO PERSONAL PROPERTY WARNING. OWNER** is hereby warned that while on **STABLE'S** premises, certain situations and personal properties are not covered by **STABLE'S** insurance. **OWNER** must carry his/her own personal property insurance under a homeowners', tenants', or other insurance policy. **OWNER** agrees to maintain personal liability insurance on the boarded **HORSE(S)** and to provide **STABLE** with proof of same. **OWNER** agrees to at all times maintain adequate accident/medical insurance to cover **OWNER** and family members.

L. **AGREEMENT SCOPE AND TERRITORY.** This agreement shall be legally binding upon **OWNER** and/or **OWNER'S** parents or legal guardians, should **OWNER/RIDER** be a minor. This agreement is entered into and will be interpreted and enforced under the laws of the State of Washington.

M. **RIGHT OF TERMINATION. STABLE and/or OWNER** may terminate this Agreement for any reason. **STABLE** shall be paid for all fees incurred up to the termination date; after all fees have been paid in full, this Agreement is deemed concluded.

N. **AMENITIES.** All board will included access to, and use of, the following amenities during business hours, regardless of horse(s) boarded location:

1. **TURNOUT. STABLE** will make available, at **STABLE'S** discretion, certain pasture and/or pen space(s) for the use of turnout on a first come, first serve basis. **STABLE** is not responsible for turnout service or scheduling. Fees associated with a turnout service is the responsibility of **OWNER**.

2. **ARENA.** Arenas are open on a first come, first serve basis from the hours of 5:30am-8:30pm, daily. Approval must be given by **STABLE** before use of arenas outside normal business hours.

3. **TRAILS.** Groomed trails can be utilized when weather permits at **OWNER'S** own risk & discretion. Trails are maintained when needed, deemed by **STABLE**, according to availability.

4. **TACK ROOMS.** Use of space in one of the onsite tack rooms is available upon request on a first come, first serve basis, for **OWNER'S** approved personal belongings. **STABLE** does not guarantee a specific amount of space or location. **STABLE** is not responsible for lost or stolen personal items. **OWNER** is responsible for the replacement costs for lost, stolen or damaged tack room keys.

5. **FACILITIES.** Dayroom, bathrooms, washer & dryer, and/or shower are open for use when available. **OWNER** is responsible for cleaning any messes after usage, and all replacement costs for any property damage incurred from negligent use.

f. **TRAILER PARKING. OWNER** is allowed 1 trailer parking spot, in a designated parking area deemed by **STABLE**. No additional vehicles of any kind are allowed to remain on the premises after business hours unless approved beforehand by **STABLE**.

O. **CONSIDERATION AND BOARDING LOCATION.** Horse(s) to be outdoor pen boarded and/or indoor stall boarded. Please check the appropriate box(s) next to the location option in section O.1 and/or O.2 of this agreement to indicate location(s) where **HORSE(S)** will be boarded:

1. **OUTDOOR, "PEN" BOARD.**

a. **DESCRIPTION.** Horse(s) are kept in an outdoor pen of varying sizes, shelters, and fence materials, with no more than 1 horse per pen, unless otherwise arranged in writing and approved by **STABLE**. **STABLE** reserves the right to handle and/or move any horse(s) to a different pen/stall as **STABLE** sees fit.

b. **FEED/FEEDINGS.** Pen board to include hay provided by **STABLE**; up to 2 daily feedings per horse per day fed by **STABLE**. **STABLE** will feed between 1.5% and 3% of each horse's body weight in hay per day consisting of grass and/or alfalfa combination. Daily feed/feeding combinations & amounts will be based on individual horse(s) weight, age, and performance requirements, approved by **STABLE**. Any additional feed such as, but not limited to, supplements and/or grains will be provided by **OWNER** at their own cost & labor. If **OWNER** requests, in writing, to have **STABLE** feed grain and/or supplements provided by **OWNER**, said service will be provided by **STABLE** at no extra charge. **STABLE'S** hay and/or feed supplies are not to be used by any persons, without notifying & compensating **STABLE** for said feed and/or supplies in an amount defined by **STABLE**. Horse(s) boarding in shared outdoor pens will not be separated during feedings and **STABLE** does not guarantee that horse(s) will get any specified supplements and/or grains.

c. **REGIMEN AGREEMENT.** Unless special feed/feeding/watering instructions are otherwise noted in writing by **OWNER** in the space provided in the attached "Exhibit A" and approved by **STABLE**, **OWNER** agrees to the daily feed/feeding/watering regimes provided by **STABLE** of all **OWNER'S** boarded horse(s).

d. **MAINTENANCE.** Pen maintenance & upkeep will be the responsibility of the **STABLE**. **STABLE** agrees to muck pens on a weekly basis when weather permits, deemed by **STABLE**. No one other than **STABLE** is allowed to operate any equipment or vehicles owned by **STABLE**.

e. **FEES.** At the commencement of this agreement, **OWNER** agrees to pay the sum of \$ 350.00 per month per horse in a private outdoor pen in consideration for **STABLE** undertaking the board of the horse(s) as stated, and listed on the attached, "Schedule A."

_____ (*OWNER initial*) I have read and understand the terms for "Outdoor Pen" Board.

2. INDOOR, "DRY STALL" / "STALL" BOARD.

a. **DESCRIPTION.** Horse(s) are kept in a private indoor stall, the location of said stall to be appointed by **STABLE**. **STABLE** does not guarantee a specific stall location, and reserves the right to handle and/or move horse(s) to a different stall as **STABLE** sees fit.

b. **FEED/FEEDINGS.** All daily feed, and labor for **OWNER'S** stalled horse(s) will be the responsibility of the **OWNER**. If anyone other than **OWNER** will be providing the labor of daily feedings, said person must be approved by **STABLE** beforehand.

c. **BEDDING.** All bedding material type must be approved by **STABLE**. All labor for transporting, unloading, daily adding/removing of bedding, etc. is the responsibility of the **OWNER**.

d. **STALL CLEANING.** Each occupied stall and it's immediate surrounding area, is required to be cleaned at least once every 24hrs, have fresh bedding, and maintain a sanitary, clean standard. All stall cleaning labor will be the responsibility of the **OWNER**. If anyone other than **OWNER** will be providing the labor of cleaning, said person must be approved by **STABLE** beforehand. Any of **STABLE'S** onsite wheelbarrows, brooms, and/or muck buckets may be used for cleaning when available. Only **STABLE** is allowed to operate all other equipment and vehicles owned by **STABLE**. **STABLE** will provide a designated area for soiled bedding in a centralized location close to the barn. Soiled bedding must immediately be emptied from all receptacles and dumped in the designated area. A fee of \$10 will be fined to **OWNER** each time soiled bedding is left for an extended period in an area/receptacle other than the one designated.

e. **FEED/BEDDING STORAGE.** Use of either a private or shared secure storage area for the purpose of storing **OWNER'S** feed and/or bedding will be provided by **STABLE** at no extra charge. Said storage location shall be deemed by **STABLE**, in a centralized location on a first come, first serve basis.

f. **ADDITIONAL SERVICES.** At times, **STABLE** may partner with independent contractors to help facilitate additional essential services & materials such as, feed, feeding labor, and/or stall cleanings, to its members. A list of references for material and/or labor suppliers may be provided upon **OWNER'S** request. **OWNER** acknowledges that while **STABLE** may facilitate these services, they are **OWNER'S** responsibility, and are provided by independent contractors for a separate fee paid directly to, and at the discretion & rate of, said third parties.

g. **FEES.** At the commencement of this agreement, **OWNER** agrees to pay the sum of \$ 180.00 per month per horse in a private indoor stall in consideration for **STABLE** undertaking the board of the horse(s) as stated, and listed on the attached "Schedule A."

_____ (**OWNER** initial) I have read and understand the terms for Indoor, "Dry Stall" Board.

T. **RELEASE OF LIABILITY.** In consideration of **STABLE** undertaking the board and related services under the terms set forth herein:

I, the undersigned **OWNER**, (*Print Name*) _____, agree to hold harmless and release **STABLE**, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to **STABLE'S** ordinary negligence, and I do further agree that except in the event of **STABLE'S** gross and willful negligence, I shall bring no claims.

U. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT.

I/WE the undersigned have read and do understand the foregoing agreement, warnings, assumption of risk and release agreement, and we further attest that stated facts are true and accurate and are accepted by us.

Signature of OWNER _____
Date

Signature of OWNER _____
Date

THE SPOKANE EQUESTRIAN CENTER, LLC, AGENT _____
Date

EXHIBIT A

DISCLOSURE OF INFORMATION ABOUT OWNER AND THEIR HORSE(S) TO BE BOARDED BY STABLE:

Owner(s):

Name *(Print)*: _____

Billing Address: _____ City/State: _____ Zip: _____

Contact Phone Number: _____ Alt. Number: _____

Email Address: _____

****(Invoices and other correspondences will be sent via email unless otherwise notified)***

Vet Name: _____ Phone: _____

Farrrier Name: _____ Phone: _____

Current Insurer: _____ Phone: _____

Horse(s):

1. Name of Horse: _____

Board Commencement Date: ____/____/____ **Location:** Stall Pen

Breed: _____ Markings: _____

Sex: _____ Age: _____ Aprox. Weight: _____

Approved Riders *(if any)*: _____

Additional info regarding medical history, care, feed regimen, temperament, soundness, etc:

2. Name of Horse: _____

Board Commencement Date: ____/____/____ **Location:** Stall Pen

Breed: _____ Markings: _____

Sex: _____ Age: _____ Aprox. Weight: _____

Approved Riders *(if any)*: _____

Additional info regarding medical history, care, feed regimen, temperament, soundness, etc:

