

BOARDING AGREEMENT

JULIE WARDEN, LLC
dba C BAR G FARMS

740 S. 15th St., Philomath Oregon 97370
541-929-7227/1541-510-7178
www.cbargfarms.com
jwarden@cbargfarms.com

This agreement entered into _____, made by and between Julie Warden, LLC dba C bar G Farms ("STABLE"), located at 740 S. 15th St., Philomath Oregon 97370 (the Farm Property) and _____ ("OWNER").

WHEREAS, Owner desires to board Owner's Horse at Stable and Stable agrees to board and care for Owners Horse on the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of such are hereby acknowledged, the parties agree as follows:

1. FEES

A monthly fee of \$285.00 per horse full care/ \$235.00 partial care (circle appropriate care), shall be paid on the _____ day of each month. Monthly board fees for partial months shall be pro-rated based on the number of days boarded in a 30-day month and rounded up to the nearest half dollar; or \$10.00 a day.

2. **DESCRIPTION OF HORSE** Name: _____ (the Horse)
Breed: Age:

Registration/Tatoo/Color:

Sex: Insurance:

Emergency Contact Name: Phone #:

3. VETERINARIAN

Veterinarian Name: Phone #:

The Stable Veterinarian is Oregon State Hospital, Dr. Mecham (231-2277). Stable reserves the right to call the Stable Veterinarian if your Veterinarian cannot be reached, does not answer/return Stable's call or does not come to the Farm Property to care for the Horse, if necessary. Owner, by initialing below agrees to be responsible for all costs, charges, fees or other expense charged by Stable Veterinarian regarding the Horse. **Initials:** _____

4. FARRIER

Farrier Name:..... Phone #:.....

The Stable Farrier is Phil King (602-6999). Farrier services are provided to the Stable every seven (7) weeks. The services of the Farm Farrier are available to Owner. By initialing below, Owner indicates that Owner wishes to utilize the services of the Farm Farrier. Owner agrees to be responsible for all costs, charges, fees or other expense charged by the Stable Farrier for services provided to the Horse.

Initials: _____

5. VACCINATIONS

Upon arrival at the Stable, the Horse must be vaccinated with proof of current Tetanus, Sleeping Sickness, Influenza and West Nile.

Date of Last Vaccination:

Horses owned by the Stable are vaccinated twice a year in October and April by the Farm Veterinarian. By initialing below, Owner agrees that the STABLE will include the Horse on a schedule for check up and vaccination by the Farm Veterinarian. The cost of the vaccination and check up fees will be charged to Owner on the month's board following the vaccination/check up. Owner further agrees to pay the vaccination and check up fees on the date when the next monthly board fees are due.

Initials: _____

6. WORMING Date of last Worming: _____

Horses owned by the Stable are wormed approximately every 7 weeks. By initialing below, Owner agrees that Stable will include the Horse on a worming schedule and will administer the worming medication. The cost of the worming will be charged to Owner on the next month's board. By initialing below, Owner further agrees to pay Stable the worming cost on the date when the next month's board fees are due.

Initials: _____

7. **RISK OF LOSS**

7.1 During the time that the Horse is in the custody of Stable, Stable shall not be liable for any illness, disease, theft, injury or death that may be suffered by the Horse, including but not limited to, bodily injury, disability, death or other damage that the Horse may suffer while on the Stable's premises. OWNER fully acknowledges and understands that the Horse will be turned out with other horses, unless Stable is otherwise instructed by Owner, and that bites, nicks, sore muscles, lameness and other injury may be suffered by the Horse as a result.

7.2 Owner fully understand and acknowledges that Stable does not carry any insurance on any horse not owned by Stable, including but not limited to, insurance for boarding or any other purposes for which the horse may be covered wider any public liability, accidental injury, theft or equine mortality insurance.

7.3 ALL risks relating to the boarding of the Horse at the Stable, the use of the Farm Property or any other reason for which the horse is in the possession of STABLE, are to be the sole responsibility of Owner.

8. **HOLD HARMLESS**

OWNER agrees to hold harmless and indemnify STABLE, its officers, directors, managers, members, agents and employees harmless from and against any and all claims, losses, actions, expenses or damages arising out of this agreement, the boarding and care of the Horse and from any and all claims, losses, actions, expenses, damages, property damage or bodily injury, including death, caused to or by the Horse.

9. **EMERGENCY CARE**

Stable shall contact the Farm Veterinarian in the case of an emergency or anything that, in the opinion of Stable, is or could be an emergency. If, in the Stable's opinion, medical treatment is needed for the Horse, and in the event that Stable is unable to contact Owner or Owner's Veterinarian, Stable shall be fully authorized to secure emergency veterinary care for the Horse. By initialing below, Owner agrees that the cost of such care shall be immediately due and payable by Owner.

Initials: _____

10. **DEFAULT & NONPAYMENT**

10.1 Time is of the essence of this agreement. A default shall occur if:

10.1.1 Owner fails to make any payment within thirty (30) days after it is due.

10.1.2 Owner fails to perform any other obligation imposed by this agreement and does not correct or commence correction of such failure within thirty (30) days after receipt of written notice from Stable specifying the manner in which Owner is in default; or

10.1.3 Owner becomes insolvent, a receiver is appointed to take possession of all or a substantial part of Owner's properties, Owner makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy or Owner is the subject of an involuntary petition in bankruptcy which is not dismissed within 90 days.

10.2 In the event of a default, Stable may take any one or more of the following steps:

10.2.1 Declare all outstanding fees immediately due and payable.

10.2.2 Declare this agreement null and void as of the date of the breach. In such event, Stable will deliver Horse to Owner at a time and place to be agreed upon by Owner and Stable. Should Owner fail to agree to a time and place for delivery of the Horse, Stable will deliver the Horse to Owner's last known address. Stable shall not be responsible for any loss, damages or claims arising in any manner out of Stable's delivery of the Horse to Owner upon default

10.2.3 The remedies provided above shall be nonexclusive and in addition to any other remedies provided by Law or Equity.

11. TERMINATION

Owner agrees to give Stable at least thirty (30) days prior written notice in order to terminate this agreement.

12. STABLE RULES

Owner agrees to abide by all Stable Rules. A copy of the Stable Rules is attached to this Agreement.

13. MISCELLANEOUS PROVISIONS

13.1 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and, to the extent permitted by Section 2, assigns.

13.2 Assignment. Except with the other party's prior written consent, a party may not assign any rights or delegate any duties under this Agreement.

13.3 Attorney Fees. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

13.4 Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties.

13.5 Headings. The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

13.6 Entire Agreement. This Agreement (including the exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

13.7 Severability. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

13.8 Waiver. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

13.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

13.10 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever.

13.11 Governing Law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

13.12 Venue. Any action or proceeding arising out of this Agreement will be litigated in courts located in Benton County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Benton County, Oregon.

14. OWNER CONTACT INFORMATION

Owner Name: _____

Address: _____

Day Phone:.....Cell Phone: _____

Emergency Phone: _____

Email Address: _____

SPECIAL INSTRUCTIONS

Barn Rules

All visitors, anyone at the barn must sign a release – they are located in the feed room in the plastic bag. Please sign them and put them back in the bag.

PLEASE SLOW DOWN. When you turn into the driveway please be aware there are kids, toys, dogs, kittens, cats, chickens, horses, ponies, tools, boarders, neighbors, wheel chairs, etc etc etc. It is so important that everyone drives slowly – when coming in or leaving... **please slow down**.

If you are under 18 – it is Required by my “articles of business”; The State of Oregon, and my insurance company that a HELMET is worn. if you are under 18 , You Must wear a helmet.

If you are using the Indoor arena, please put away whatever you use. And if you are planning on riding – we will gladly water the arena for you if you let us know.

If you use my equipment, please put it back where you found it. I love to share my horse “stuff” but would Very much like to find it when I go to look for it.

Board is paid in advance – if you pay your board on the first – it is for feed on the first – if it is paid on the second it is late. There is a window of the 1st to the 4th to get your board paid on time.

If you or your horse makes a mess in the isle please clean it up. There is a blower above the feed room and a broom inside; please blow out or sweep up your mess.

Please do not leave your things out unless you want them to be used by others or drug off by the dogs, if that happens I can only apologize, I will not take responsibility.

Owner shall be responsible for themselves, as well as for Owner's guests and or visitors while at the Farm Property.

Dogs are allowed on Farm Property. Owner agrees to be responsible for said dog(s) at all times that dog(s) is/are on Farm Property. Owner shall pick up after Owner's dog, keep them under control and out of the way of harm. Stable is not responsible if Owner's dog is hurt, injured or killed by horses or by any other cause while dog is on Farm Property. Stable is not responsible for any bodily injury, damage to personal property, death or other loss caused by Owner's dog while said dog is on the Farm Property.

Owner agrees to pick up isle ways and driveways and will pick up after Owner's Horse if Horse creates a mess in the isle way or driveway.

Owner agrees that any property of Owner that is left out may be picked up by Stable's dogs or small children and misplaced, lost or chewed up. It is Owner's responsibility to ensure that Owner's belongings and personal property are properly secured or put back in the tack room before departing the Farm Property. Stable is not responsible for lost, stolen or damaged items that are left at the Farm Property.