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## Boarding Contract

This contract between The Big Iron Ranch, a Washington corporation, and \_\_\_\_\_ has been made on \_\_\_\_\_, 20\_\_\_\_.

### RECITALS

The Big Iron Ranch is engaged in the business of owning, boarding and breeding horses at the address listed above. The parties are choosing to enter into this contract with the purpose of providing boarding for horses that belong to \_\_\_\_\_. The above parties have agreed to the following terms and conditions:

- **STABLE'S DUTIES AND RESPONSIBILITIES**

The stable agrees to board and feed the horse that is described below, as well as cleaning the rented stall. However the stable will not be responsible for, but not limited to, grooming, training, turnout, exercise, or care.

- **FEES AND TERMS**

The boarding services fee shall be **\$475.00** per horse per month, paid by the Owner of the horse on or before the first of the month. The stable agrees to board the horse on a month to month basis starting \_\_\_\_\_, 20\_\_\_\_. Partial months shall be paid on a **\$16.00** per day basis, which shall be due in advance. Boarding fees paid after **5:00pm** on the 5<sup>th</sup> day of the month will be charged a late fee of **\$50.00**. In the event full payment pursuant to this section has not been received by the last day of the following month, the stable shall have the right of lien of the amount due for board and late fees and additional agreed upon services; and shall have the right, without due process of law, to

retain said horse, and any other personal belongings left on the property of the stable until the indebtedness is satisfactorily paid in full.

- **DESCRIPTION OF HORSE**

Registration # \_\_\_\_\_ Registered Name \_\_\_\_\_  
Barn Name \_\_\_\_\_ Age \_\_\_\_ Sex \_\_\_\_\_  
Breed \_\_\_\_\_

- **OWNER'S DUTIES AND RESPONSIBILITIES**

Owner warrants that they own the horse, and there are no liens or encumbrances on the horse, and that the owner is free to enter into this contract. Prior to or contemporaneously with the housing of the horse, the owner warrants that the horse is current on vaccinations including tetanus, sleeping sickness, and influenza, as well as a negative Coggins test. The owner also warrants that the horse has no known medical conditions, allergies, or contagious diseases. The owner shall be responsible for the health and welfare of said horse and hereby acknowledges and agrees that the stable is simply a place where the horse may be boarded and that the stable has no other responsibility except as those expressly stated in this document. In insuring the health and welfare of said horse, the owner shall make reasonable inspections of the horse from time to time to check for sickness and disease.

- **RISK OF LOSS**

Stable shall not be liable for any injury, sickness, death or theft suffered by the horse during the term of this contract. The owner fully understands that they assumes all risk and agrees to hold the stable harmless from any loss or injury to said horse or any other horse or person or property caused by the horse of the owner. All costs connected with boarding, or for any reason which arises while the horse is on the premises of Stable, are to be born by the horse owner. In no event, shall the Stable be held liable for an amount of monies in excess of any fees or consideration, which have been paid by the horse owner to the stable in furtherance of this contract.

- **HOLD HARMLESS**

Owner agrees to hold harmless, defend, and indemnify the stable and/or any of the stable's agent, contractors, employees for any claim or action resulting from any accident, injury, death or property damage to any person, horse or property arising from any horse related activity.

- **PROPERTY DAMAGE**

Owner agrees to pay for damage to stalls, or other property caused by owner's horse, over and beyond normal wear and tear.

- **LIABILITY INSURANCE**

Owner warrants that he/she presently carries in full force and effect, and throughout the period of this contract shall continue to carry and maintain in full force and effect, insurance protecting the stable, its owners, employees, agents, vendors, contractors, heirs, and assigns from any and all claims arising out of or relating to this contract.

- **EMERGENCY CARE**

The stable agrees to make a reasonable effort to contact the owner should the stable feel that medical treatment is needed for the horse described above, provided however, that in the event that the stable is unable to contact the owner within a reasonable period of time, which time shall be judged and determined solely by the stable, the stable is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care, who are selected by the stable, as stable determines is required for the health and well-being of said horse. The cost of such care secured shall be due and payable by the owner within fifteen days from the date the owner receives notice thereof, provided however that the stable is authorized to arrange direct billing by such care provider to the owner. The owner shall be responsible for providing the stable with updated contact information for emergency care under this section.

- **STABLE RULES**

Owner hereby acknowledges receipt and understanding of the current stable Rules and Regulations. Owner agrees that his/her guests and invitees will be bound to, and abide by, these stable rules, and accepts responsibility for the conduct of his guests and invitees according to such stable rules. Stable may revise these stable rules at stable's sole discretion from time to time. Owner agrees that any revision shall have the same force and effect as the current stable rules. Failure, as determined in stable's sole discretion, of owner or owner's guests and invitees to abide by the stable's rules may result in the stable declaring the owner in default hereunder and result in termination of this contract.

- **NOTICE OF TERMINATION; DEFAULT; REMOVAL OF HORSE**

Either party may terminate this contract given thirty (30) days notice to the other. In the event of "good cause", the stable may terminate this contract with a 48 hour notice. "Good cause" includes but is not limited to, any breach of this contract, or failure to abide by the stable rules. In case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due the stable under this contract shall be due and payable by the owner immediately on termination of this contract. Failure to make any payment by the appropriate due date shall place the owner in default hereunder. Acceptance by the stable of any late or partial payment shall not constitute a waiver of subsequent due dates or determination of default.

- **ASSIGNMENT**

The owner may not assign this contract without the express written consent of the stable.

- **GOVERNING LAW, WAIVER, BINDING EFFECT AND SEVERABILITY**

This contract shall be governed by and interpreted in accordance with the laws of the State of Washington. Nothing contained in this contract shall be meant to establish either stable or owner a partner, joint venturer or employee of the other party for any purpose. This contract may not be amended except in a writing by both parties. No waiver by either party of any right shall be construed as a waiver of any other right. If a court finds any provision of this contract, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and shall be interpreted so as to best effect the intent of the parties. This contract expresses the

complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. Any dispute brought by owner arising out of this contract, shall be adjudicated in the State of Washington, County of Snohomish. This contract shall be legally binding upon owner's heirs, estate and assigns.

In witness whereof, the parties have executed this contract on the date first written above.  
The Big Iron Ranch, a Washington Corporation

Stable: \_\_\_\_\_  
(Signature)

Equine Owner: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
\_\_\_\_\_  
(Phone)

(Alt. Phone)

\_\_\_\_\_  
\_\_\_\_\_  
(Emergency Contact)

(Phone)

\_\_\_\_\_  
\_\_\_\_\_  
(Veterinarian)

(Phone)

\_\_\_\_\_  
\_\_\_\_\_  
(Farrier)

(Phone)