

Eagle Mountain Ranch

BOARDING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, made by and between _____,
(Hereinafter referred to as owner) and Eagle Mountain Ranch (hereinafter referred to as stable), located at 805 Lakewood Road, Arlington, Washington.

1. FEES

- (A) Owner/Lessee agrees to pay stable \$_____ per month per horse on or before the 10th day of each month, Stable agrees to board said horse described in Section 2 below. A \$50 late fee will be added to board cost after the 10th day, no exceptions. Also, a \$25 fee on returned check will be charged. These fees are subject to change given 30 days written notice to Owner by Stable.
- (B) (If owner/lessee wishes to retain the services of Kim McLaughlin Esquivel and Alberto Esquivel and assistants for Training program complete this portion) Training consists of conditioning and exercising horse, including instructing owner in effective riding techniques. It is agreed that the type of training and conditioning to be provided by Trainer shall be as agreed upon between Owner/Lessee and Trainer, and in the event of disagreement, Trainer's discretion shall control. Understand that a consistent training program is a mandatory requirement for all show horses. Trainer will advise when alternative training is required. Training options, as listed below are paid in the same timely fashion as above (A). These training options can be changed at any time Trainer receives 30 days written notice from Owner/Lessee.

(1) _____ \$ _____

(2) _____ \$ _____

2. DESCRIPTION OF HORSE

Name: _____ Breed: _____

Age: ____ Color: _____ Markings: _____ Height: _____

Registration/Tattoo: _____ Est. Value of the Horse: _____

Veterinarian: _____ Telephone: _____

In order to ensure that all horses are protected please provide the most recent dated for the following:

<u>Date Due</u>		<u>Date performed</u>
_____	Flu	_____
_____	Rhino	_____
_____	Tetanus	_____
_____	West Nile	_____
_____	Other _____	_____
_____	Worming type last used _____ (rotate worming every 60 days)	_____

3. STANDARD OF CARE AND TURN OUT

Stable agrees to provide normal and reasonable care to maintain the health and well being of the boarded horse. Owner/Lessee will be personally responsible for all exercise. More than 2 times a week Turn-Out is an additional expense. Ask for pricing.

4. RISK OF LIABILITY

While the horse is boarded at stable, the stable shall not be liable for any sickness, disease, theft, injury or death suffered by horse or any other cause of action arising from or connecting to the boarding of said horse. The owner/lessee assumes all risks. The owner/lessee agrees to hold the stable harmless from any loss or injury to said horse. All costs, no matter how catastrophic, connected with boarding is borne by the owner/lessee. Board must be paid in full even if the horse been temporarily moved off premises or death for the current month in which the incident happened.

5. INDEMNITY

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

6. EMERGENCY CARE

If medical treatment is needed, Stable will attempt contacting Owner/Lessee, but in the event Owner/Lessee is not reached Stable has the authority to secure emergency veterinary and/or farrier care. Owner/Lessee is responsible for any and all costs relating to said care. Stable is authorized as Owner/Lessee's Agent to arrange billing to the Owner/Lessee.

7. SHOEING AND WORMING

Stable agrees to implement a shoeing and worming program, at Owner/Lessee's request, consistent with recognized standards. Owner/Lessee is obligated to pay all expenses of said services, including a reasonable stable charge. Such bill shall be paid within fifteen (15) days from the date the bill is submitted to Owner/Lessee.

8. OWNERSHIP – COGGINS TEST

Owner/Lessee warrants that he/she owns the said horse and will provide, prior to the time of delivery, proof of a negative Coggins test for any horses arriving from out of state, at stable's request. Stable requires that you have a copy of horse's registration papers.

9. TERMINATION

Stable and Owner/Lessee agree that either party can terminate this Agreement with a 30-day written notification. Board must be paid in full for the month of 30-day notice. You may choose to leave prior to 30 days without a refund of early dismissal. Owners having more than 2 or more horses must give 60-day notice and all above and below listed requirements apply. All owner/lessee accumulated debts at the stable must be paid in full before leaving, (Board, Veterinarian, Farrier, etc.). If Owner/Lessee's debts at the time of termination are not paid in full, the lien provisions in paragraph 13 below will apply. In the event of a default, the wronged party has the right to recover attorney's fees and court costs resulting from the failure of either party to meet a material term of this Boarding Agreement.

10. PROPERTY DAMAGE

If consistent damage to stable by said horse is not addressed or dealt with by owner/lessee when stable has reported first damage by said horse to owner, owner will be charged a maintenance fee added to the previous monthly statement for these damages by said horse.

11. INSURANCE

Stable shall not be required to obtain liability insurance, which provides coverage for owner/lessee's horse or owner/lessee's tack and equipment while on premises. If owner/lessee desires such insurance coverage, it will be his or her independent responsibility to obtain it.

12. TERMS BINDING ON HEIRS AND SUCCESSORS

All terms and conditions of this Agreement shall be binding on the heirs, administrators and successors assigned by owner/lessee.

13. RIGHT OF LIEN

Stable has the right of lien as set forth in the laws of the State of Washington for the amount due for board and other agreed upon and additional services and shall have the right without process of law to retain said horse until the indebtedness is satisfactorily paid in full. Stable will after 30 days notice lock stall of said horse until debt is paid in full. After 60 days stable has the right to put a lien on said horse until debt is paid in full. After 90 days owner/lessee to forfeit of said horse and stable now has ownership of said horse.

14. PARKING LOT

We offer trailer parking in the front lot to all boarders for a fee of \$30, we ask that you also park in the front lot when at the stable. The back lot is used for loading and unloading only.

RELEASE OF LIABILITY

The undersigned hereby acknowledges and agrees to release and hold *Kim McLaughlin, Eagle Mountain Ranch, Its owners, employees and agents*, and any and all other persons, firms or corporations associated therewith, fully harmless from any accident, injury, illness, claim or damage (personal or property), to the undersigned or his/her horse, equipment or other property whatsoever which may result from the undersigned participating or engaging in any riding or related equine activities occurring on or off the premises of *Eagle Mountain Ranch*, located at 805 Lakewood Road, Arlington, Snohomish County Washington, including but not limited to the stables, riding areas, barns and pastures.

The undersigned acknowledges and agrees that:

1. Riding or related equestrian activities may be dangerous and agrees to fully assume all risk, chance, hazard and responsibility associated with any riding or equestrian activities conducted on or off the *Eagle Mountain Ranch* premises;
2. Riding or related equestrian activities may be dangerous and that he/she has had an opportunity to inspect and review the premises known as *Eagle Mountain Ranch* including, but not limited to, the current conditions of the stables, barns, riding areas, pastures and fences;
3. *Kim McLaughlin, Eagle Mountain Ranch and its owners, employees or agents* are not responsible for any lost or missing tack or personal belongings.

The undersigned acknowledges that he/she has read the entire Hold Harmless and Release of Liability and understands and agrees to be bound thereby. The undersigned further acknowledges that he/she is over the age of 18 years, OR that he/she is the authorized parent or guardian of the minor child.

This Agreement is subject to the laws of the State of Washington.

The Parties have executed this Agreement on the _____ day of _____ 20____.

**Eagle Mountain Ranch
805 Lakewood Road
Arlington, Washington
(360) 654-9994
eaglemountainranch@yahoo.com**

Stable Signature

Title

Owner/Lessee Signature

Owner/Lessee information:

Name: _____ Date of Birth: _____

(print)

Address: _____

City: _____ State: _____ Zip Code: _____

Home Telephone: _____ Cell phone: _____

Work Telephone: _____ Email Address: _____

EMERGENCY MEDICAL RELEASE FORM

Notice to ALL Riders:

To avoid any unnecessary delay in the event of an emergency, please complete the form below and sign where indicated:

Emergency Contact Name: _____ Telephone: _____

Medical Insurance Company: _____

Policy No: _____ Member No: _____

Primary Physician: _____ Telephone: _____

Prior Medical History: _____

Allergies: _____

Contact lenses/corrective lenses: _____ Date of last tetanus: _____

Release for Adult Rider:

If emergency medical care is required for myself and if I, or an accompanying spouse or relative, am not able to convey permission in a timely manner, then the undersigned authorizes appropriate emergency medical care as deemed necessary by emergency medical personnel, a physician or the medical facility providing treatment.

Notice to Parents and Guardians:

In many situations, a minor child cannot receive emergency medical attention without the authorization of a parent or guardian. If you are not going to be personally present at Eagle Mountain Ranch, you should consider using this form in conjunction with your child's activities at Eagle Mountain Ranch. You should arrange for a responsible person accompanying your child to have this form available if required, or you may have it permanently on file with Eagle Mountain Ranch management.

Release for Minor Rider:

If emergency medical care is required for my child, _____, and if permission is not available in a timely manner, then the undersigned authorizes appropriate emergency medical care as deemed necessary by emergency medical personnel, a physician, or the medical facility providing treatment.

HARD HAT WAIVER

I, the undersigned, recognize the dangers inherent with horseback riding. I am assuming the hazard of this risk upon myself since I wish to ride horses. I realize I am subject to injury from this activity and that no form of preplanning can remove all of the danger that I am exposing myself too. I have been offered the advice of wearing a helmet, which could prevent permanent brain damage in the event of an accident. Against the advice of the Stable owner, The Wrangler Guide, and the insurance company, I am refusing this critical safety precaution. R.C. W. 4.24.53, 54, 55.

I have read this entire Emergency Release & Hard Hat Waiver and agree to it.

Signature: _____ Date: _____

I agree to pay the above credit card charges in accordance with the Card Issuer Agreement.

Cardholder Signature: _____ Date: _____

Credit Card Authorization Form- Board, Eagle Mountain Services

This form is used to authorize Eagle Mountain Ranch to charge your credit card for Board & Services

Credit Card Information

Credit Card type: _____ Amex _____ Discover _____ MasterCard _____ VISA

Card number: _____ Expiration date: _____

Card Security Value: _____ (See back of card for 3- or 4-digit number on signature strip or for AMEX on front above last digits)

Name on Card: _____

Credit Card Billing Address (where you receive your credit card statements):

Street: _____

City: _____ State: _____ Zip Code: _____ Country: _____

AUTOMATIC PAYMENTS: I would like to automatically pay for my Eagle Mtn Ranch Services each month with this credit card. Payments made directly to Eagle Mountain Ranch with Credit Card are subject to a 3% service charge.

Please automatically charge my credit card on the _____ day of each month. (Before the 10th)

Please Initial _____

Email Receipt to: _____

Special Instructions: _____

Authorization

In addition, if I have initialed the automatic payment section above, I authorize Eagle Mountain Ranch and its owners to charge my card during the first week of each month for all fees due that month for the services I have contracted to, until I notify them otherwise in writing. I understand that the fees due will include the regular monthly fees for that month and may include additional fees from the previous month.

I agree to pay the above credit card charges in accordance with the Card Issuer Agreement.

Cardholder Signature: _____ Date: _____