


Breezy Valley Ranch

The Boarding Agreement

This agreement is entered into on the _____ day of _____, 2_____, made by and between _____,

(Hereinafter referred to as owner) and Breezy Valley Ranch (hereinafter referred to as either Breezy Valley Ranch or BVR), located at 36274 State Route 20, Sedro Woolley, Washington.

I. Standards of Care and Basic Boarding Package

 BVR agrees to provide normal and reasonable care to maintain the health and well being of the boarded horse(s). The owner agrees to provide regular hoof trims and vet care as outlined in this boarding agreement. It is understood between both parties that if said horse is not exercised by the owner and the owner has requested no turn out, BVR at its sole discretion will then have control to turn out said horse for exercise for the well being of said horse.

Basic Care:

- Quality grass hay fed twice a day as needed and when pastures are resting.
- 12x12 matted stalls which are cleaned daily.
- Stall and pasture water changed regularly, topped off on the off days or more as needed.
- Mineral salt licks provided in each stall.
- Pasture turn out every day unless BVR determines otherwise due to extreme weather conditions or for the well being of the horse.
- Pastures and paddocks will be cleaned/picked/dragged on a regular basis. Identified smaller paddocks are cleaned daily.
- Pastures and paddocks are irrigated as necessary and rotated to maintain good grass growth.
- Pellet bedding will be used in the stalls beginning with 4 bags per stall and more added as needed, typically on a bi-weekly basis depending on the horse. If you would like extra bedding in your horses stall, the cost is 6 dollars per additional bag. Pellet bedding lasts much longer than traditional shavings. Once it's applied to the stall, the pellets can be misted over to fluff them up to create a soft, highly absorbent bedding material.
- Regular worming or as needed upon veterinarian recommendation.
- 'All Stock' grain formulated for the PNW provided as needed morning and evening. Some horses will receive more as a necessary part of their diet for a calorie supplement. Unless it's requested that your horse not receive any grain, all horses will get at least a small amount of grain (1 cup measured) morning and evening.
- Use of BVR facilities which includes the indoor arena, outdoor arena, round pen, designated restroom facilities and your assigned space in the tack room.
- Quick brush off when horses are turned out in the morning and brought in at night. Visual inspection for new cuts or injuries etc. Application of topical first aid on minor abrasions as BVR deems necessary for responsible care.
- Application of fly spray as deemed necessary.
- Application of owner provided fly mask and/or sheet as deemed necessary or requested.
- Blanketing according to Owner's instructions, owner provides blanket.

Cost for Basic Care: \$315/month

2.  Optional Services and Associated Fees:

___ Therapeutic walking for injury recovery. **\$5/10 minutes.**

___ Lunging your horse walk, trot and canter- unless otherwise specified.
\$10/20 minute session.

___ Daily grooming which includes currying and brushing body and combing and conditioning the mane and tail. Approximately 15 minutes of grooming time. This is especially nice during shedding season when you can't make it out to the stable every day.
\$150/month (5 days per week) or \$8/session.

___ Collecting your horse from their paddock, pasture or stall and preparing them for and holding for the Veterinarian or Farrier. To be arranged with BVR in advance and based on availability. **\$15/visit**

___ Trailer parking at the Owner's risk, depending on availability, **\$25/month.**

___ Other services available on request and price to be negotiated and documented as an amendment to this boarding agreement.

If you are interested in any of the above optional services as specified above, indicate which ones and indicate any notes regarding the services in the notes section on the next page of this agreement. The owner and BVR can discuss the circumstances and if necessary, a supplemental document will be added to this boarding agreement detailing the terms and timeframes of any additional services requested.

First month's board in full is expected when the horse arrives at BVR. If the horse arrives any other date than the 1st of the month, the monthly board fee will be prorated on a daily basis and calculated on the number of days in that particular month. Example:

Horse arrives August 10th. There's 31 days in August. On and including August 10th, there are 22 days left in the month, equaling 22 days of boarding. If the rate is \$295/month, the daily rate is \$9.51. $9.51 \times 22 \text{ days} = \209.22 owed for that month.


Owner agrees to pay BVR \$_____ per month per horse on or before the first day of each month. BVR agrees to board said horse(s) described below in section 3, within this agreement. A \$20 late fee will be added to board cost after boarding fees are not paid by the 5th day of said month, no exceptions. An additional \$50 dollar fee will be added after the 10th day.

There is a \$35 fee on returned checks.

These fees are subject to change given 30 days written notice to the horse owner by BVR. Fees can be waived at BVR's sole discretion.

Special notes regarding services/fees selected above:

Total Monthly Fee: \$ _____

3.  Name: _____ Breed: _____
Age: ____ Color: _____ Markings: _____ Height: ____
Registration/Tattoo: _____ Est. Value of the Horse: _____
Veterinarian: _____ Telephone: _____
Farrier: _____ Telephone: _____

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

<u>Date Due</u>	<u>Date last performed</u>
_____ Flu	_____
_____ Rhino	_____
_____ Tetanus	_____
_____ West Nile	_____
_____ Other	_____

Worming: date last treated/with what kind of wormer _____

Notes on worming: _____

4. Risk of Liability

While the horse is boarded at BVR, the BVR shall not be liable for any sickness, disease, theft, injury or death or any other cause of action arising from or connecting to the boarding of said horse. The owner assumes all risks. The owner agrees to hold the BVR harmless from any loss or injury to said horse. All costs connected with boarding is borne by the boarded horses owner.

5. Indemnity

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

6. Emergency Care

If medical treatment is needed, BVR will attempt to contact the Owner, but in the event the Owner is not reached, BVR has the authority to secure emergency veterinary and/or farrier care. The Owner

is responsible for any and all costs relating to said care. BVR is authorized as the Owner's Agent to arrange billing to the Owner.

7. Hoof Care

The Owner agrees to maintain regular hoof care and maintenance of their horse boarded at BVR. If BVR determines that regular hoof care is not being performed, BVR will notify the Owner and the Owner will have one week to rectify the situation to BVR's satisfaction.

8. Proof of Ownership and Coggins Test

Owner warrants that he/she owns the said horse. Owner will provide, prior to the time of delivery, proof of a negative Coggins test for any horses arriving from out of state at BVR's request.

9. Termination

BVR and Owner agree that either party can terminate this Agreement with a 10 day written notification. More notice is always appreciated.

All owners' accumulated debts at the BVR must be paid in full before leaving. Services/Fees normally charged on a monthly basis may be charged on a prorated, daily basis during the last month of boarding. BVR will provide the Owner with a written statement of outstanding fees due upon notification of termination of this Boarding Agreement. If Owner's debts at the time of termination are not paid in full, the lien provisions in section 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 BVR by said horse is not addressed or dealt with by the owner when BVR has reported first damage by said horse to owner, owner will be charged a maintenance fee added to the previous monthly statement and moving forward for these damages by said horse until the owner rectifies the damages. Maintenance fees are not reimbursable once damage has been rectified by the owner.

11. Insurance

BVR shall not be required to obtain liability insurance which provides coverage for owner's horse or owner's tack and equipment while on premises. If owner 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.

13. Right of Lien

BVR 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. BVR will after 30 days notice lock the stall of said horse until debt is paid in full. After 60 days BVR has the right to put a lien on said

horse until debt is paid in full. After 90 days owner to forfeit of said horse and BVR now has ownership of said horse.

14. Parking

BVR offers trailer parking on a limited basis for a fee of \$25/month. If you need to park your trailer temporarily, it'll be on a prorated basis based on the days parked in the trailer lot. Trailer parking is allowed only in the designated area. It's also requested that you also park your passenger vehicle in the front lot area by the 4 Stall Barn when at the BVR. Please be mindful not to block the gate and to be courteous of other boarders who may need to park in that area. The Barnyard area is to remain clear and is used for loading and unloading and turning around only.

Breezy Valley Ranch

Hold Harmless and Release of Liability

The undersigned hereby acknowledges and agrees to release and hold *Breezy Valley Ranch, it's 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 *Breezy Valley Ranch*, located at 36274 State Route 20 Hwy, Sedro Woolley, Skagit County Washington State, including but not limited to the *Breezy Valley Ranch* riding areas, parking areas, driveways, barns, equipment, pastures, fences and property.

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 *Breezy Valley 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 *Breezy Valley Ranch* and finds them acceptable and in good repair.
3. Breezy Valley 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 agreement 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 _____ 2_____ .

Breezy Valley Ranch

36274 State Route 20 Hwy

Sedro Woolley, Washington

Breezy Valley Ranch Owner Signature _____

(360) 536-1117

breezyvalleyranch@gmail.com

Customer Signature: _____

Personal information:

Name: _____ Date of Birth: _____

(*print*)

Address: _____

City, State, Zip Code

Home Telephone: _____ Cell phone : _____

Work Telephone: _____ Email Address: _____

Breezy Valley Ranch

Emergency Medical Release Form

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: _____

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 Breezy Valley Ranch, you should consider using this form in conjunction with your child's activities at Breezy Valley 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 *Breezy Valley 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.

Riding Helmet Waiver

I, the undersigned, recognize the dangers inherent with equestrian related activities. I am assuming the hazard of this risk upon myself since I wish to ride and interact with 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. If I choose to ride without a helmet, it's against the advice of *Breezy Valley Ranch* and the insurance company, and should I neglect to wear a helmet, I acknowledge that I am refusing this critical safety precaution. R.C. W. 4.24.53, 54, 55.

I have read this entire Emergency Release & Riding Helmet Waiver and agree to it.

Signature: _____ Date: _____

Breezy Valley Ranch

Rules at the Ranch

- Barn hours are from 8:00am to 9:00pm, Monday through Sunday.
- No dogs or pets allowed on *Breezy Valley Ranch* property.
- Anyone under the age of 18 must have constant adult supervision.
- Anyone under the age of 18 must wear a helmet.
- Boots with a heel are required for riding.
- No alcohol, drugs, guns of any type at *Breezy Valley Ranch*.
- Smoking is only allowed in the designated area.
- The hay loft is off limits.
- **Cleanliness is extremely enforced!**
- Sweep aisle after exiting your stall and when bringing in your horse from outside paddocks, pastures, etc. Sweep your tie area before leaving so it's clean for the next person.
- Turn off the lights in the arena, barn, tie area and the bathroom after you're done.
- **Nobody rides, handles a horse goes into the barn, arena or into the pastures unless a release of liability form has provided by BVR owners and the person (handler, rider, visitor) has signed said form.**
- Mount in the center or in a safe area of the arena when others are riding.
- If the arena is in use and you are hand walking your horse, please stay to the inside.
- When tying your horse, always use one of the tie rings or the hitching posts only.
- Cross tying is not allowed in the barn aisle way.
- Prescheduled riding lessons with trainers will have priority with space in the arena. The barn calendar is located in the tack room and is only to be updated by *Breezy Valley Ranch*.
- Boarders are responsible for their own equipment. Sharing equipment is not encouraged.
- *Breezy Valley Ranch* Management will administer the feeding of boarded horses.
- Stalls will be cleaned by BVR or *Breezy Valley Ranch's* designee only, not horse owners.
- Keep records on your horse for Veterinarian recommended shots. *Breezy Valley Ranch* will also keep records on boarded horses. If they are not kept current you will be informed and have one week to take care of your horse's needs and will need to provide proof of such to *Breezy Valley Ranch* management.
- Nothing is to be hung or posted in the barn, stall fronts or anywhere else on the property unless approved.
- A halter and lead must be available on the hook provided on your horses stall.
- Blankets not being used must be hung up on designated rack and hook in the tack room.
- Your area in the tack room must be kept neat and tidy and not encroach on other boarder's designated tack storage space.

Signature _____ Date _____