

**KATE HALLE TRAINING CENTER
BOARDING AND TRAINING AGREEMENT**

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20__ made by and between Kate Halle Training Center, hereinafter referred to as "STABLE", providing services as an independent contractor, located at _____ and (Owner's name) _____ residing at (Owner's address) _____, hereinafter referred to as "OWNER."

These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION

In consideration of \$ _____ per horse per month paid by OWNER in advance on the First day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis commencing _____, 20___. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

Late Fees: Boarding fees paid after the 5th day of the current month due will be subject to a late fee of \$35.00.

TRAINING:

Full time training to be done at \$700/month commencing on _____ and ending on _____.

Conditioning to be done at \$600/month commencing on _____ and ending on _____.

2. DESCRIPTION OF HORSE(S)

Name _____ Age _____ Color _____ Sex _____

Breed _____ Registration/Tattoo _____

Number: Insurance Carrier, Policy and phone number (if applicable): _____

3. FEED AND FACILITIES

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse (s).

Twice daily feedings of grass hay (up to four flakes daily) and alfalfa pellets at 1 pound or fewer daily. Eastern Oregon hay is available at an additional rate of \$_____/month. Premium grain such as Strategy or rice bran is available for an additional \$_____/month per 2 lbs daily. Turnout paddocks and blanketing services are available to boarders upon request.

4. VACCINATIONS

Upon arrival of horse to STABLE proof of current vaccinations is required. Proof of Tetanus, influenza and sleeping sickness vaccines are required once yearly.

Regular deworming is required and is the responsibility of horse OWNER.

5. RISK OF LOSS

During the time that the horse (s) is/are in the custody of STABLE, STABLE shall *not* be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse (s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of STABLE, *are to be borne by OWNER*.

6. HOLD HARMLESS

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

7. LIABILITY INSURANCE

OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim (s) arising out of or relating to this AGREEMENT.

8. EMERGENCY CARE

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number (_____), should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a

reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or farrier care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

9. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

Posted barn rules, copy available upon request.

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

10. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 9 Stable Rules. In the 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 STABLE under this AGREEMENT shall be due and payable by the fifth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

11. ASSIGNMENT

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

12. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days written notice shall be given to STABLE as to the termination of this AGREEMENT. Barn management may, at their discretion, evict boarders with 24 hour notice if necessary for the comfort and safety of other boarders, training clients or students in the case of bad behavior or in the case of non payment of board or fees.

13. RIGHT OF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Oregon for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment.. Owner shall waive their rights under Oregon Law and grant immediate ownership to include registration papers after 60 days of unpaid services have accrued.

15. Special Instructions to STABLE:

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Oregon

STABLE owner/manager: _____ Date _____

Horse OWNER Signature: _____ Date _____

Owner's Printed Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Day Phone : _____ Evening Phone : _____

Emergency Vet Name: _____ Phone #: _____