

**SPOKANE SPORT HORSE FARM LLC
BOARDING AGREEMENT**

THIS agreement dated _____, 202__ is between Spokane Sport Horse Farm LLC, 10710 S Sherman, Spokane, Wa. 99224, and any successor interest thereof, hereinafter referred to as "SSHF", and the following owner/owners listed below:

Owner: _____

Owner: _____

All hereinafter referred to as "Owner".

This agreement affects the following horse(s) and any other horses owned/possessed by Owner and at SSHF:

Horse #1 _____ Horse #2 _____
Horse #3 _____ Horse #4 _____

Which shall be referred to as "the horse".

I. SERVICES AND FEES

SSHF will feed and stable the horse in accordance with SSHF's prevailing rates. The current rates are \$ _____ per month per horse. Basic board and other rates may be changed by SSHF at any time upon 30 days notice to owner.

Basic board includes three regular feedings per day, salt and water available, daily stall cleaning with change of bedding as needed and turn out run.

Training, grooming, hauling, and other services beyond basic board shall be performed by SSHF upon agreement with Owner and will be billed at the prevailing rates. SSHF reserves the right to decline to provide any service and to discontinue providing services for any reason.

This contract shall continue until terminated on 30 days notice by either party. No refund for partial month's board.

Board for each month shall be paid in advance, and other services shall be paid for at the end of the month in which the services were performed. Fees not paid by the 5th of the month shall incur a LATE FEE of \$25.00 per horse. Any fees remaining unpaid after 30 days shall be increased by 1.5% per month interest, compounded monthly, until paid. PLEASE ADD 2% IF PAYING BY VENMO.

DELINQUENCY; LIEN; SALE. Owner understands that SSHF shall have a lien on horse for any unpaid fees, that the horse may not be removed from SSHF until all fees have been paid, and that SSHF may sell the horse and apply the proceeds to unpaid fees in the event of continued delinquency. Owner hereby agrees to and authorizes sale (public or private) of the horse in the event fees totaling \$500.00 or more remain unpaid for 60 days or more. In the event of such sale, SSHF shall be entitled

to reimbursement from the proceeds of sale for any expenses, additional board, commissions, legal fees, advertising, etc., incurred as a result of such delinquency and sale.

II. RESPONSIBILITY OF OWNER; RELEASE AND HOLD HARMLESS

As part of the consideration to SSHF for services and use of its facilities, and as a condition of SSHF's agreement to board the horse, Owner, individually and on behalf of all minor children of Owner, agrees to the following limitations and exclusions of legal liability:

Owner has executed the "Waiver and Release, Covenant Not to Sue, and Hold Harmless Agreement", which is hereby incorporated herein by reference.

In addition, Owner hereby releases SSHF, its owners, agents and employees, and its successors and assigns, from responsibility for any and all losses arising out of the boarding of the horse and related services, including transport. "Any and all losses" include personal injury or death of any person, property damage and liability to third persons for personal injury, death or property damage. "Property Damage" includes death, injury, lameness or illness of any horse from any and all causes, including the negligence or alleged negligence of SSHF, its agent, employees, independent contractors, etc, fire, theft of horse/tack/equipment/trailer—in short, all causes except wanton and willful recklessness and intentional injury by SSHF.

In the event that SSHF should be found liable to Owner for any reason, such liability of SSHF is hereby expressly limited to the sum of \$1000.00 for loss of horse and \$500.00 for loss of tack or other personal property, including trailers and vehicles. Owner agrees that SSHF shall in no event be liable for any incidental or consequential damages.

In the event that any third party shall make a claim against SSHF for any accident, injury, death or damage arising out of or in any way related to the boarding of the horse and related services, Owner shall defend and hold SSHF harmless from any such claim, and shall pay and hold harmless SSHF from any judgment or settlement, and pay and/or indemnify SSHF from any legal fees incurred in its defense and any damages assessed against it or paid by it, as the case may be.

If any part of this Section II shall for any reason be deemed void or voidable or otherwise unenforceable, the rest of the section and or this agreement shall nonetheless remain fully effective and enforceable.

III VETERINARIANS, FARRIER, OTHER INDEPENDENT CONTRACTORS

In the event of an illness or injury to horse, SSHF will promptly notify owner and will, if at SSHF sole discretion that the situation warrants it, call the veterinarian designated by Owner. Owner's veterinarian of choice is identified on Horse stall and on the Data sheet attached.

If such veterinarian is not available, SSHF is authorized by Owner to contact any other vet, and to take such other action, as SSHF deems advisable, including authorization of veterinary services. Owner shall pay and shall indemnify and hold harmless SSHF from any liability or expenses incurred.

Owner agrees to worm the horse and to have it vaccinated annually against flu, tetanus, rhino, and Potomac Fever per veterinary recommendation. SSHF shall be given written proof of each worming and vaccination. Vaccination and worming schedules may be changed upon the advice of veterinarian.

Although SSHF does not assume any duty to do so, SSHF may, at its sole discretion, contract with a veterinarian or otherwise provide the omitted services, at the expense of the owner.

Owner shall be responsible for hoof care. Owner shall be solely responsible for paying farrier, and will indemnify and hold harmless SSHF from any liability or expenses incurred. SSHF accepts no responsibility for any failure of any farrier to come as scheduled or to perform to standard.

SSHF may make arrangements with clinicians, visiting trainers/instructors, or other independent contractors, who may perform services on the premises of SSHF for Owner other SSHF clients. Owner will be solely responsible for paying any contractor/organizer, and will indemnify and hold harmless SSHF from any liability or expense incurred; and SSHF shall have no responsibility for the performance, skill or care of such contractor.

Trainers and instructors not associated with SSHF or invited by SSHF shall not perform services on the premises without permission from and at the sole discretion of SSHF.

IV INSURANCE

SSHF shall not be obligated to carry insurance of any type, and will not insure horse, equipment, and tack. Insurance shall be carried at Owner’s cost and discretion.

V REPRESENTATIONS; DISPUTES

Owner warrants that owner has rightful possession of horse, that horse is in good health, and that the information on the attached data sheet is true and accurate. Owner also represents that Owner has inspected the premises of SSHF to the Owner’s satisfaction to familiarize with the physical features and to identify any potential unsafe conditions and has notifies SSHF of any conditions that Owner deems unsafe.

SSHF represents that it has notified Owner of any non-obvious conditions, which might present a safety hazard if unknown.

Owner acknowledges that Owner has been given an opportunity to read this agreement and to consult with independent legal counsel prior to signing if desired.

Owner reaffirms that ‘WAIVER AND RELEASE, COVENANT NOT TO SUE, AND HOLD HARMLESS AGREEMENT’, attached, is part of this agreement.

DISPUTES: in the event of any dispute arising out of the relationship, which is the subject of this agreement, the parties agree to select an independent third party to act as an arbitrator and to be bound by the decision thereof. In the event of legal action, the parties hereby choose and submit to the jurisdiction of the Spokane County Superior Court, and waive any objection to venue in that Court.

Signatures: **(BOTH PARENTS MUST SIGN FOR MINOR)**

We have read and agree to the foregoing and intend to be legally bound thereby.

Owner _____
Owner _____

Each owner signs individually and as parent or guardian of any minor children of owner.

Spokane Sport Horse Farm LLC

By _____

Attachments, which are part of this agreement:

Waiver and Hold Harmless