



# Vogt Family Ranch

35156 Cold Springs Rd

Lebanon, OR 97355

Cell#: 541-401-2606 Hm#: 541-258-1818

## BOARDING AGREEMENT

**THIS AGREEMENT**, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ made by and between **VOGT FAMILY RANCH**, hereinafter referred to as "STABLE", providing services as an independent contractor, located at Vogt Family Ranch in Lebanon, OR 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 on the First day of each month due by the 10 th . 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-rate basis based on the numbers of days boarded in a standard 30 day month.

**Late Fees:** Boarding fees paid after the 10th will be subject to a late fee of \$25.00. Unless prearranged with the Stable Management.

### 2. DESCRIPTION OF HORSE

**Name:** \_\_\_\_\_ **Age :** \_\_\_\_\_

**Color:** \_\_\_\_\_ **Registration:** \_\_\_\_\_

**Sex:** \_\_\_\_\_ **Breed:** \_\_\_\_\_

**Last shots given:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_

\*\*\* The STABLE will also need a copy of the shot record upon arrival at the barn.

**& worming Date:** \_\_\_\_\_



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## 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).

Horses will be provided the following:

### **Full Care:**

- \* 2 time a day feeding of a quality hay
- \* Rolled Barley feed 1-2 times a day
- \* Watered twice daily.
- \* Daily to every other day turn-out with or without other horse(s)
- \* Stalls cleaned daily
- \* Additional grain, hay, and supplements owner supplies or available at an agreed upon fee

### **Partial Care:**

- \* 2 time a day feeding of a quality hay
- \* Rolled Barley feed 1-2 times a day
- \* Sawdust provided as bedding – Allotted 3 wheelbarrow loads per horse per week.
- \* Owner responsible for watering own horse(s) when at barn.
- \* Owner turn-out your horse(s)
- \* Owner clean stall, run and turnout daily or every other day. Stalls without run must be cleaned daily. STABLE will clean stall if not done and OWNER will be charged \$10.00 per stall per day.
- \* Additional grain, hay, and supplements owners supplies or available at an agreed upon fee



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## Self-Care:

- \* Barn will feed AM and PM - owner supplied feed to be put in supplied wooden storage box in front of stall.
- \* Sawdust provided as bedding – Allotted 3 wheelbarrow loads per horse per week.
- \* Owner responsible for watering own horse(s) when at barn.
- \* Owner turn-out your horse(s)
- \* Owner clean stall, run and turnout daily or every other day. Stalls without run must be cleaned daily. STABLE will clean stall if not done and OWNER will be charged \$10.00 per stall per day.

Feeding/Turn-out Notes: \_\_\_\_\_

\_\_\_\_\_

## 4. ROUTINE FARRIER AND VETERINARY CARE

STABLE can provide the necessary routine farrier and veterinary care of the horse as is reasonably necessary. Provided however, such expense for same shall be the obligation of OWNER hereunder. Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fifteen days that the bill is submitted to OWNER.

A negative current Coggins test is required for all horses arriving from out of state.

## 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 on STABLE's premises. This includes anyone at anytime.

## 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,



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including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

Please note that it is a requirement for all OWNERS and GUESTS to sign the separate HOLD HARMLESS agreement upon arrival to STABLE.

## 7. 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 blacksmith 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.

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 stable rules.

Do you want this horse to be a candidate for Colic Surgery?

**Yes**

**No**

## 8. 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:

STABLE Safety Rules; See Rules List

STABLE Hours of Operation; 6:00 AM - 9:30 PM Unless prior arrangements have been made with STABLE.

Notice of Required Release and Waiver for minors;

Statement of Applicable state equine liability laws; Posted



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Required Veterinary Care; Yearly vaccinations required with proof to be shown to STABLE and routine worming.

Required Farrier Care; Routine farrier care required for entire length of horses stay at STABLE. Failure to do so could result in being asked to leave the STABLE.

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 at 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**.

Any damage caused by the above mentioned horse, caused to the facility (besides basic ware and tear) will be the sole responsibility to pay including, materials, and man hours needed.

## 9. DEFAULT

Either party may terminate this **AGREEMENT** for failure of the other party to meet any material terms of this **AGREEMENT**. 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 tenth 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.

## 10. ASSIGNMENT

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

## 11. NOTICE OF TERMINATION

OWNER agrees that fourteen (14) days notice shall be given to STABLE as to the termination of this **AGREEMENT**.

Stable owner at any time can give a 48 hour notice to any horse they deem dangerous and unsafe.

## 12. RIGHT OF LIEN



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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 one (1) month of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss.

## 13. MEDIATION/ARBITRATION BY EQUINE DISPUTE RESOLUTION SERVICE

In the event of any dispute or disagreement relating in any manner whatsoever to this **AGREEMENT** the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the **Equine Dispute Resolution Service (EDRS)** and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successful resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of **Equine Dispute Resolution Service (EDRS)** , within 30 days of any declaration of impasse by **EDRS**.

## 14. Special Instructions to STABLE

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Veterinarian: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_ Emergency#: \_\_\_\_\_



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Ferrier: \_\_\_\_\_

Phone #: \_\_\_\_\_ Emergency#: \_\_\_\_\_

In Case of Emergency Contact:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone #: \_\_\_\_\_ Alternate #: \_\_\_\_\_

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

Executed at \_\_\_\_\_ on the date first set forth above.  
(Time)

**By:** \_\_\_\_\_  
Vogt Family Ranch

**By:** \_\_\_\_\_  
(Owners Signature)

**Owner's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Day Phone :** \_\_\_\_\_ **Evening Phone :** \_\_\_\_\_

**Cell Phone :** \_\_\_\_\_