



Vogt Family Ranch

35156 Cold Springs Rd
Lebanon, OR 97355

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

TRAINING AND 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 in advance on the First day of each month due by the 10th, or other considerations. Vogt Family Ranch (STABLE) agrees to board and train the herein described horse (s) on a month to month basis commencing _____, 20____, located at 35156 Cold Springs Rd, Lebanon, OR 97355. 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: 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(S)

Name: _____

Age: _____

Color: _____

Registration/Tatto # (if applicable): _____

Sex: _____

Breed: _____

Approximate Value: _____



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Type and duration of training desired: _____

Insurance Company _____

Contact Number _____

Insured Amount _____

Policy Number _____

Unsoundness/Medical History _____

Last shots given: _____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____

3. FEED, FACILITIES AND SERVICES PROVIDED

TRAINER agrees to provide training, normal and reasonable care required to maintain the health and well-being of the HORSE. TRAINER will manage and supervise feed schedule in order to maintain normal and reasonable health of the HORSE. HORSE will be provided the following:



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- * 2 time a day feeding of alfalfa (grass hay can be substituted on request)
- * Rolled Barley feed 1-2 times a day
- * Mineral supplement fed according to body wt
- * Watered twice daily.
- * Daily to every other day turn-out with or without other horse(s)
- * Stalls cleaned daily

TRAINER will provide one (1) lessons per week for OWNER. Additional lessons will be available at an additional charge. OWNER shall be responsible for all expenses related to additional feed, supplements or medications required for the HORSE. OWNER agrees to provide the necessary shoeing, worming, and veterinary care, for the HORSE as is reasonably necessary, at OWNER'S expense. OWNER acknowledges OWNER has inspected facilities and finds them safe and in proper order.

The TRAINER shall train the horse and perform all services in accordance with generally accepted professional standards. TRAINER cannot and does not guarantee the effect of the generally accepted professional standards. TRAINER cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal on the individual physical and mental ability of each horse. TRAINER shall furnish all labor, provide suitable facilities and care for horse in an adequate manner with feed being determined by the Trainer. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof.

4. VACCINATIONS

OWNER warrants that the HORSE is free of all communicable diseases upon delivery to TRAINER. On or prior to arrival, the OWNER shall provide a record of HORSE'S current vaccination for required vaccinations, a negative Coggins test performed within six (6) months prior to arrival and the HORSE'S hauling card. If the HORSE arrives without any required records, TRAINER may elect to decline acceptance of the HORSE or provide the



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vaccinations and tests at OWNER'S expense.

5. EMERGENCY CARE

TRAINER agrees to employ reasonable attempts to contact OWNER, in the event of the HORSE'S medical emergency. If TRAINER is unable to contact OWNER, and if emergency care appears warranted in the reasonable opinion of TRAINER, TRAINER shall secure emergency veterinary and/or farrier care deemed reasonably necessary for the health and wellbeing of the HORSE. TRAINER assumes that OWNER desires surgical care for the HORSE, if recommended by a veterinarian, in the event of colic or other life-threatening illness, unless TRAINER is expressly instructed in writing by OWNER that surgical care is not desired for HORSE. OWNER agrees all costs of such care secured shall be paid by OWNER within fifteen (15) days from the date OWNER receives notice thereof, or TRAINER is authorized, as OWNER'S agent, to arrange direct billing to the OWNER.

Colic Surgery: YES NO

6. INSURANCE

OWNER understands that it is the OWNER'S sole responsibility to insure the HORSE. If OWNER elects not to insure the HORSE, OWNER fully understands that TRAINER does not carry insurance on HORSE, that the HORSE is not covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with training or for any other reason for which the HORSE is in the possession of and on the premises of TRAINER, are to be borne by OWNER.

7. LIMITAION OF LIABILITY AND INDEMNIFICATION

OWNER agrees to hold harmless and release TRAINER and its subsidiaries, affiliates, agents, servants and employees from any and all loss, damage or legal liability arising from any fault or negligence of TRAINER and/or TRAINER'S subsidiaries, affiliates, agents, servants or employees. OWNER agrees it will bring no claims, demands, actions, causes of action, and/or litigation against TRAINER and/or its subsidiaries, affiliates, agents, servants and employees related to the same. Further, TRAINER shall not be liable for any sickness, disease, theft, death or injury that may be suffered by the HORSE while in TRAINER'S custody, nor for any other loss, damages or injury arising out of or connected with boarding or other services pursuant to



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this Agreement. TRAINER shall not be liable for any personal injury or disability which the OWNER, and their agents, representatives, family or guests may receive while on premises. OWNER agrees to indemnify and hold TRAINER harmless from any claim related to damages, illness, or injury whatsoever caused by the HORSE, or from any claim by OWNER, or his/her agents, representatives, family or guests arising from their presence on their premises, and agrees to pay all expenses and reasonable attorney's fees incurred by TRAINER in defending against such claims. OWNER acknowledges the inherent risks associated with equine activities, and is willing and able to accept full responsibility for his/her own safety and welfare and releases the TRAINER, and any other equine owner or agent, from liability unless the TRAINER, equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions. OWNER also acknowledges that OWNER executes this Agreement on behalf of OWNER, as well as all of OWNER'S children, family members and guests. TRAINER shall not be responsible for theft, loss, damage, or disappearance of any tack or equipment, or other property stores on the premises, as same is stored at OWNER'S own risk.

8. DEFAULT/TERMINATION

Should OWNER become delinquent in fee payment, or otherwise breach any element of this Agreement, or violate any rule of TRAINER, and such actions continue uncured for ten (10) days after OWNER receives notice thereof, this Agreement shall be terminated by TRAINER at TRAINER'S sole option, and OWNER must remove the HORSE within ten (10) days' receipt of notice of termination of this Agreement by TRAINER. OWNER or TRAINER agrees that fifteen (15) days' written notice shall be given to the other party prior to the termination of this Agreement. It is also agreed that this Agreement may be changed by TRAINER upon fifteen (15) days notice.

9. RELEASE

OWNER shall make arrangements with TRAINER for the HORSE'S release at least 48 hours in advance of said release. OWNER resumes all responsibility for, and releases TRAINER from, any responsibility or liability for the HORSE'S health, soundness, breeding condition, transportation and care. Should OWNER desire that TRAINER release the HORSE to any third party, OWNER must provide to TRAINER his or her detailed written consent and instructions for such release before TRAINER will give possession of the HORSE to the third party. All amounts due to TRAINER (and all service



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providers) from OWNER must be paid prior to OWNER'S removal of the HORSE from TRAINER.

10. MERGER, ENTIRE AGREEMENT AND SERVABILITY

This Agreement contains the entire understanding of the parties concerning its subject matter and there is no oral or written promise or representations upon which OWNER is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by OWNER and TRAINER. The invalidity or enforceability of any term of this Agreement shall not affect the validity and enforceability of any other term.

11. APPLICABLE LAW, JURISDICTION, VENUE, ATTORNEY'S FEES, And LIMITATION OF ACTIONS

This agreement shall be construed and governed by the laws of the State of Oregon. Jurisdiction and venue for all disputes connected with this Agreement shall be proper in the county in which TRAINER is located. In the event lawsuit is brought with respect to enforcing this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such action. Any action for claim brought against TRAINER related to this Agreement, or any loss due to negligence, must be brought within one (6) months of the date such loss occurs.

Veterinarian:

Address:

Phone #: _____ Emergency#: _____

Ferrier: _____

Phone #: _____ Emergency#: _____



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In Case of Emergency Contact:

Name: _____

Relationship: _____

Phone #: _____ Alternate #: _____

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

By: _____
Vogt Family Ranch

By: _____
(Owners Signature)

Owner (Print)

Owner (Signature) Date

Owner Address: _____

City / State: _____

Zip: _____

Owner Phone: _____

Owner E-mail: _____