

Red Dragon Farm
BOARDING AGREEMENT

This AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the ____ day of _____, 20____, made by and between Red Dragon Farm LLC, hereinafter referred to as "STABLE", providing services as an independent contractor located at 22515 Yeager Rd. Monroe, Washington, 98272, and _____ (Horse Owner's Name) residing at _____, 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 \$650.00 per horse per month paid by OWNER in advance of the fifth day of each month, STABLE agrees to board the herein described horse(s) at 22515 Yeager Rd. Monroe, Washington, 98272 ("STABLE PREMISES"), on a month to month basis commencing on the ____ day of _____, 20____. Payments received later than the fifth of the month shall be assessed a \$5 per day late fee. Partial months boarding of less than fifteen (15) days shall be paid at a rate of \$20/day. STABLE agrees to give a thirty (30) day notice of any board or fee increases

2. DESCRIPTION OF HORSE

Name: _____ Age: _____
Color: _____ Sex: _____
Breed: _____
Registration: _____
Value of Horse: \$ _____
Equine Insurance Company: _____
Policy Number: _____
Emergency Number: (_____) _____ - _____
Presently Known Ailments:

3. FEED AND FACILITIES

STABLE agrees that the horse(s) will be kept in a stall, offered daily turnout in a paddock, and receive good and husband like care. This does not include any special vet care following illness, surgery, or injury. Should special vetting become necessary, additional fees may be charged.

4. NOT A PERSONAL SERVICES CONTRACT

It is expressly recognized and understood that the boarding of said horse is not a personal services contract and accordingly, any services provided may be performed by STABLE, its employees, officers, agents, manager, and/or family members.

5. OWNERSHIP

OWNER warrants that it owns said horse, that there are no liens against said horse, express or implied by law.

6. VACCINATIONS AND COGGINS TEST

OWNER will provide, prior to time of delivery of said horse to STABLE, proof satisfactory of a negative Coggins test and standard vaccinations current within the twelve-month period immediately preceding delivery of said horse to STABLE. Additionally, OWNER agrees to have horse vaccinated against flu/rhino on a semi-annual basis, at a minimum, and assumes all costs for vaccinations and veterinary fees. OWNER also agrees to maintain horse on a quarterly worming schedule, at a minimum, and assume all costs.

7. EXCESSIVE WEAR AND DAMAGE

OWNER agrees to reimburse STABLE for any damage caused to the facility by above named horse, including reasonable pricing for materials (based on the condition of the broken item before it was broken) and labor. This includes any excessive wear and damage including, but not limited to: kicking, pawing, digging holes, chewing, rubbing, leaning, stampeding, and for costs related to the removal of the horse in the event of its death in a stall. This does not include general and normal wear and tear to the facility as would be expected and covered in the price of boarding fees.

8. RISK OF LOSS

During the time that the horse is/are in the custody of the 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 the STABLE's premises. OWNER fully understands and hereby acknowledges that the STABLE is not required to carry any insurance on any horse not owned by STABLE including, but not limited to, such insurance for boarding or any other purposes for which the horse is/are covered under any public liability, accidental injury, theft, or equine mortality insurance, and that ALL risks relating to boarding of the horse, or for any other reason, for which the horse is/are in the possession of the STABLE, are to be borne by OWNER.

This provision's limitation of liability extends to STABLE, and their respective officers, directors, shareholders, members and managers, and employees.

9. HOLD HARMLESS

OWNER agrees to indemnify, defend, and hold harmless STABLE, and their respective officers, directors, shareholders, members and managers, and employees (collectively, the "Indemnified Parties") from and against

any and all claims, demands, liabilities, obligations, actions, suits, proceedings, losses, damages, costs, expenses, assessments, judgements, recoveries and deficiencies, including interest, penalties, and reasonable attorneys' fees of every kind and description, contingent or otherwise regardless of when asserted (the forgoing hereinafter collectively referred to as "Damages"), occasioned by, arising out of or resulting from any of OWNER'S acts or omissions with respect to the activities contemplated by this AGREEMENT. OWNER further agrees to indemnify, defend, and hold harmless Indemnified Parties from any claim resulting from damage or injury caused by said horse, OWNER or his/her guests and invitees, to anyone or any property.

10. EMERGENCY CARE

STABLE agrees to attempt to contact OWNER at the telephone number(s) and email address listed below should STABLE feel that medical treatment is needed for said horse, provided however, that in the event STABLE is unable to contact OWNER within a reasonable time, which shall be judged determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care, and by any licensed providers for the health and well-being of said horse, OWNER agrees to pay for care administered by veterinarian and/or blacksmith. OWNER agrees to provide STABLE with contact information and policy numbers of all mortality and/or medical equine insurance held on said horse.

11. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any terms of this AGREEMENT. STABLE has the right due to unsafe and/or uncontrollable behavior, or repeated breaking of farm rules and/or policies to evict horse and/or OWNER from the premises. 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 to 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 and late payment shall not constitute a waiver of subsequent due dates or determinations of default.

12. ASSIGNMENT

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

13. NOTICE OF TERMINATION

OWNER and STABLE agree that thirty (30) days notice shall be given to the non-terminating party as to the termination of this AGREEMENT, except as otherwise provided herein.

14. RIGHT IF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, provided for by the laws of the State of Washington, for any amount due for the board and keep of the horse, and further agrees that STABLE shall have the right, without process of law, to attach a lien to the horse after two (2) months of non-payment and STABLE can sell the horse to recover its loss.

This AGREEMENT is subject to the laws of the State of Washington, and executed on the date first set forth above.

“STABLE”

By: _____

Address: _____

Telephone(s): _____

Email: _____

“OWNER”

By: _____

Address: _____

Telephone(s): _____

Email: _____

EMERGENCY CONTACT INFORMATION

1st Contact Name: _____

Phone: _____ Cell Phone: _____

2nd Contact Name: _____

Phone: _____ Cell Phone: _____

Veterinarian: _____

Phone: _____ Emergency Phone: _____