



Boarding Agreement

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the ____ day of _____, 20__ made by and between Tashunka, LLC, hereinafter referred to as "STABLE", providing services as an independent contractor, located at 25634 NE 80th Street, Redmond, Washington, 98053, hereinafter referred to as "PREMISES", 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

- a) Deposit: A sum equal to the first month's board is required as a deposit, and will be credited towards the last month's board. A portion of the deposit may be withheld if all terms of this AGREEMENT have not been met.
- b) Board: In consideration of \$_____ per horse per month paid by OWNER in advance on the First day of each month payable to "Equestrian Properties", STABLE agrees to board the herein described horse(s) on a month to month basis commencing the ____ day of _____, 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. The quoted sum above for lease of horse facilities is a flexible one and may be raised at the discretion of the STABLE with 30 days notice. Board rates will automatically increase by **\$10.00** the first of each year to offset the cost of inflation. Additional increases may be unavoidable due to the ever increasing expense of fuel, hay, bedding, insurance, manure management, utilities, etc.
- c) Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of **\$25.00**. Fees received after the sixteenth will be subject to a late fee of **\$50.00**.

2) DESCRIPTION OF HORSE(S). In the event that this AGREEMENT provides the herein described boarding services for more than one horse, the same information, in the same format, as provided in this Section 2, shall be set in writing and attached hereto as Exhibit 'A', which is hereby incorporated in full by reference.

Name: _____ Age: _____ Gender: _____

Color: _____ Height: _____ Weight: _____

Markings: _____

Breed: _____ Value of Horse: \$ _____

Registration/Tattoo (if applicable): _____

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

3) EMERGENCY INFORMATION. The following information will be posted on the horse(s) stall in case of emergency. It is the responsibility of the OWNER to keep this information current

a) Emergency Contact: _____ Cell Phone: _____

Home Phone: _____ Work Phone: _____

b) Equine Emergency Contact: _____ Cell Phone: _____

vi) Additional Feed is available for \$50 per month for each 5 lb increase in hay over what is currently being fed by STABLE.

vii) Blanketing can be done by STABLE before and after turnout for \$50 per month.

OWNER is responsible for designating the blanket, and STABLE is not responsible for any damage caused to blanket. Blanketing must be prearranged.

- a) One (1) 3'x3'x7' tack locker, with one (1) 24" and one (1) 16" saddle rack, one (1) 22 Qt water bucket and one (1) hanging double ended clip, and one (1) Halter Hook will be provided for each stalled horse.
- b) Turn-Out is provided on a daily basis, and the number of horses in each pasture or paddock will be relative to the size of the turn-out area. If weather conditions are too severe or create a potentially hazardous environment for the horses, turn-out may be minimized or cancelled all together.
- c) Hay will be fed twice a day by STABLE, and will not exceed 15 lbs per horse per day. Total amount to each horse may be reduced when supplemented by increased turn-out time and/or availability of sufficient pasture grass.
- d) Worming of the horse(s) will be provided by STABLE 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. Worming will occur every other month and follow a prescribed rotational worming schedule as directed by the barn veterinarian.
- e) Shoeing and Grooming is NOT provided by STABLE. If OWNER neglects shoeing, grain, grooming, and/or basic needs of the horse STABLE will provide the necessary shoeing, grain, grooming, and/or basic needs 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.

Furthermore, it is expressly recognized and understood that the boarding of said horse(s), as agreed to herein, is not a personal services contract and accordingly, any services provided for hereunder may be performed by STABLE or its employees, officers, agents and/or family members.

2) OWNERSHIP/COGGINS TEST. OWNER warrants that it owns said horse(s), there are no liens against said horse(s), express or implied by law, and will provide prior to time of delivery of horse(s), to STABLE, proof satisfactory of a negative Coggins test within the twelve months immediately preceding delivery of the horse(s) to STABLE.

3) VACCINATIONS. Upon arrival of horse(s) to STABLE proof of current Tetanus, Influenza, Rhino, West Nile, and E/W sleeping sickness vaccinations are required. Proof of Tetanus are required once yearly and Influenza, Rhino, and West Nile twice yearly.

4) TRAINING/INSTRUCTION. OWNER shall be solely responsible for any cost of Training and/or Instruction and it is expressly understood by OWNER that any Trainer and/or Instructor that comes on the property will be required to pay an arena fee and must match the comprehensive general Public Liability Insurance policy currently held by STABLE.

5) EXERCISE. OWNER shall be solely responsible for exercising their horse(s). It is understood by OWNER that horse(s) will be turned out daily.

6) IMPROVEMENTS. OWNER shall have no right to make improvements to or alter PREMISES or leased space (stall, tack locker, grain space) without prior approval of STABLE. If such consent is given, all work done by OWNER shall be done at the sole cost of OWNER. Upon

expiration or sooner termination of AGREEMENT, at STABLE's option, all improvements to PREMISES shall become part of the real estate, with title thereto vesting in STABLE. If STABLE notifies OWNER at the time such consent is given that he/she does not wish to acquire title to such improvements, at the expiration or sooner termination of the term of this AGREEMENT OWNER shall remove the improvements and/or restore the PREMISES to the conditions which existed at the date AGREEMENT began occupancy of PREMISES. OWNER shall make payment to STABLE for damage to PREMISES incurred by OWNER, beyond reasonable wear and tear.

- 7) OFF LIMITS AREAS.** The PREMISES shall not include any structures designated as "Off Limits" which OWNER, his guests, friends, relatives, acquaintances and invitees shall not approach, enter, occupy, or use at any time. The red barn, mobile home, shop, hay shed, shavings shed, pond(s), and farm equipment are "Off Limits", and should not be entered or approached without permission from STABLE.
- 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 his horse(s), guests, friends, relatives, acquaintances and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his horse(s), guests, friends, relatives, acquaintances and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to: Stable Rules; Statement of Applicable state equine liability laws; 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, his horse(s), guests, friends, relatives, acquaintances and invitees to abide by Stable Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.
- 9) HOLD HARMLESS.** OWNER shall defend, indemnify and hold harmless STABLE and STABLE's members, managers and affiliates against and from any and all claims arising (i) from OWNER's, his horse(s), guests, friends, relatives, acquaintances and invitees use of the PREMISES or the conduct of its business, or (ii) from any activity, work, or thing done, permitted or suffered by OWNER in or about the PREMISES, or (iii) from any breach or default in the performance of any obligation on OWNER's part to be performed under the terms of this AGREEMENT, or (iv) arising from any act, neglect, fault or omission of OWNER, his horse(s), guests, friends, relatives, acquaintances and invitees and (v) from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against STABLE by reason of any such claim, OWNER upon notice from STABLE shall defend the same at OWNER's expense by counsel reasonably satisfactory to STABLE. The obligation of OWNER under this Section 14 arising by reason of any occurrence taking place during the term of this AGREEMENT shall survive the expiration or sooner termination of this AGREEMENT.
- 10) WAIVER OF CLAIMS.** OWNER hereby assumes all risk of damage to property or injury to persons in or about PREMISES from any cause whatsoever, and OWNER hereby waives all claims against STABLE for damages to goods, wares and property in, upon or about PREMISES and for injury to OWNER, his horse(s), guests, friends, relatives, acquaintances and invitees in or about PREMISES from any cause. OWNER also agrees to make payment to STABLE for damage to PREMISES incurred by OWNER, his horse(s), guests, friends, relatives, acquaintances and invitees.
- 11) 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 OWNER, his horse(s), guests, friends, relatives, acquaintances and invitees incurred by water, electricity, snow, ice, hail, fire, building structure, building structure default, wind, act of carelessness, negligence, vandalism or misjudgment, or any other act of God. In addition, OWNER has read and understands the Statute Limiting Liability for Horse Activities in Washington. 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.*

- 12) DEFAULT.** STABLE may terminate this AGREEMENT for failure of OWNER to meet any material terms of this AGREEMENT, including but not limited to Section 13 Stable Rules. In the case of a default STABLE 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 first 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.
- 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 Washington 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 and STABLE can then sell horse(s) to recover its loss. OWNER understands and agrees that possession of the horse(s) can only be reobtained when OWNER has paid in full to STABLE the sum that is demanded for board and all services rendered. All costs incurred by STABLE collecting delinquent charges, attorney's fees and court costs shall be the responsibility of OWNER.
- 14) NOTICE OF TERMINATION.** OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT. OWNER also agrees and understands that if the horse(s) are removed from the PREMISES for any length of time (for show purposes, breeding, etc.) that said AGREEMENT is in effect and no refund shall be made for said time the horse is removed.
- 15) SEVERABILITY.** If any portion of this AGREEMENT shall be deemed void, illegal or unenforceable, the balance of this AGREEMENT shall not be affected thereby.
- 16) LAW.** This AGREEMENT shall be governed by the law of the State of Washington.
- 17) JURISDICTION.** The parties agree that the Superior Court of the State of Washington for King County shall have sole jurisdiction over any question, claim, loss or injury arising hereunder.
- 18) ASSIGNMENT.** This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.
- 19) OWNER'S ACKNOWLEDGMENTS.** By execution of this AGREEMENT, OWNER acknowledges that: it has had adequate opportunity to review this AGREEMENT and the contents hereof; it has been advised to consult its own attorney with respect the manner in

which execution of this AGREEMENT will affect its legal rights; and it has inspected the PREMISES and accepts the same in its current condition.

"STABLE" - Tashunka, LLC

Signature

By: R-A Mazzola Phone: 206-799-5466
Address: 25634 NE 80th Street City: Redmond State: WA Zip: 98053

"OWNER"

Owner's Name: _____

Signature

Cell Phone: _____ Home Phone: _____ Work Phone: _____
Address: _____ City: _____ State: _____ Zip: _____

MINORS

The undersigned declares that the undersigned is the parent or legal guardian of the minor named above. The undersigned has read the foregoing Lease Agreement and, hereby agrees that all of the terms and conditions contained herein shall apply to such a minor and shall be binding upon the undersigned and the minor. If under 21, both parents/guardians must read the above and sign indicating his and her acceptance.

Mom's Name: _____

Mom's Signature

Cell Phone: _____ Home Phone: _____ Work Phone: _____
Address: _____ City: _____ State: _____ Zip: _____

Dad's Name: _____

Dad's Signature

Cell Phone: _____ Home Phone: _____ Work Phone: _____
Address: _____ City: _____ State: _____ Zip: _____