



BOARDING AGREEMENT

WITNESS THIS AGREEMENT this _____ day of _____, 20__, by and between Rogers Bandalero Ranch, LLC hereinafter referred to as "Ranch," and the individual or individuals, _____ hereinafter referred to as "Owner."

Registered Name: _____

Barn Name: _____

Description of horse: _____

1. **Fees, Term, and Location.** Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Ranch, whether said rates are daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Ranch reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Ranch's opinion is deemed to be dangerous or undesirable for Ranch's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The boarding fee is due upon the first of the preceding month. In the event said payment is overdue by ten (10) days, Ranch shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Arizona. A security deposit of \$_____, payable with this Contract, shall be refunded to Owner within thirty (30) days of the date of completion of this Contract. The initial monthly/weekly/daily (circle one) charge applicable to the services as set forth below shall be \$_____ per day/week/month (circle one).

2. **Description of Horse(s) to be Boarded.** Owner agrees to submit a fully complete Owner Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

3. **Feed, Facilities, and Services.** Ranch agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animals. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are as posted in the office of Ranch and are subject to change at Ranch's discretion.

4. Risk of Loss and Standard of Care. DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF RANCH, RANCH SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF RANCH, ITS AGENTS, AND/OR EMPLOYEES. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Ranch's premises.

The Owner fully understands that Ranch does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Ranch are to be borne by the Owner. Ranch strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

THE STANDARD OF CARE APPLICABLE TO RANCH IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

IN NO EVENT SHALL RANCH BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000), AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000). OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE RANCH WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

5. Hold Harmless. Owner agrees to hold Ranch harmless from any and all claims arising from damage or injury caused by owner's horse(s) to anyone, and defend Ranch from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Ranch.

6. Emergency Care. Ranch agrees to attempt to contact Owner should Ranch feel that medical treatment is needed for said horse(s), but, if Ranch is unable to contact Owner, Ranch is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Ranch is authorized, as Owner's agent, to arrange direct billing to Owner.

RANCH SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS RANCH IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Ranch of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Ranch as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

7. Limitation of Actions. Any action or claim brought by Owner against Ranch for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

8. Shoeing and Worming. Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide Ranch with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule. If horse is not kept current on worming and/or vaccinations Ranch is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Ranch of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner. Vaccination clinics will be available to all boarded horses and owners/trainers will be advised of dates.

9. Ownership-Coggins Test. Owner warrants that he owns the horse(s) and will provide proof satisfactory to Ranch of the negative Coggins test upon request.

10. Changes or Termination of This Agreement. It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place in Ranch's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Ranch.

11. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Ranch. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

12. Right of Lien. The Owner is put on notice that Ranch has a right of lien as set forth in the laws of the State of Arizona, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Ranch will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Ranch exercises Ranch's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Ranch's representatives setting forth the material facts of the default and foreclosure as well as Ranch's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.

13. Property in Storage on Ranch's Premises. Owner may store certain tack and equipment on the premises of Ranch at no additional charge to Owner. However, Ranch shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Ranch as same is stored at the Owner's risk. Ranch shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. **No** vehicles and/or horse trailers may be stored on premises for any length of time.

14. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Owner expressly releases Ranch from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Ranch or its representatives, agents or employees.

WARNING

An equine owner or an agent of an equine owner who regardless of consideration allows another person to take control of an equine is not liable for an injury to or the death of the person if:

- 1. The person has taken control of the equine from the owner or agent when the injury or death occurs.**
- 2. The person or the parent or legal guardian of the person if the person is under eighteen years of age has signed a release before taking control of the equine.**
- 3. The owner or agent has properly installed suitable tack or equipment or the person has personally tacked the equine with tack the person owned, leased or borrowed. If the person has personally tacked the equine, the person assumes full responsibility for the suitability, installation and condition of the tack.**
- 4. The owner or agent assigns the person to a suitable equine based on a reasonable interpretation of the person's representation of his skills, health and experience with and knowledge of equines.**

15. Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Arizona, and shall be enforced and interpreted in accordance with the laws of said State.

16. Enforceability of Contract. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Dated: _____

OWNER (OR AUTHORIZED AGENT)

OWNER'S PARENT OR GUARDIAN (IF OWNER IS A MINOR)

Address: _____

Ph: _____ Wk _____ Hm _____ Cell _____