



Silver Aspen Ranch

38912 172nd Ave. SE, Auburn, WA 98092

Boarding/Training Contract

This Boarding and Training Agreement (the “Agreement”) is made and entered into on the date shown below, by and between LaRae L. Powell and Donna L. Fletcher, dba SILVER ASPEN RANCH, (hereinafter called “Trainer”, and _____ (hereinafter called “Owner(s)”).

- 1. Boarding.** Trainer operates a horse boarding and training business located at 38912 172nd Ave. SE, City of Auburn, County of King, State of Washington (the “Farm” or “Stable”). The boarding services to be provided pursuant to this Agreement will be provided at the Farm. Boarding Services include stabling in a box stall, turnout when weather permits and feeding of quality hay and grain. Any daily supplements or medications must be provided by the Owner at the Owner’s expense.
- 2. Description of Horse.** The horse(s) owned by Owner which will be boarded at the Farm and/or trained by Trainer, will be described on page 8.
- 3. Training Services.** Trainer shall provide (i) five training sessions per week, which may include a maximum of two lessons per week, and (ii) normal and customary care to maintain the health and well-being of the Horse during the term of this Agreement, specifically excluding care provided by third parties such as Veterinary and Farrier care. The care to be provided by Trainer may include the following, as and when determined necessary by Trainer in Trainer’s reasonable discretion: riding, training, hand walking, lounging, grooming and blanketing when necessary (with Owner provided blanket(s). Additional services may be available at an additional charge as set forth in the rate sheet attached hereto as Exhibit A.
- 4. Owner’s Warranties.** Owner does hereby specifically warrant that Owner is the sole legal owner of the Horse and the Horse is in good health and condition, not suffering from any disease or unsoundness, except for the following: _____

5. **Term of Agreement.** The date of this agreement shall commence on the _____ day of _____ 20____ and shall continue on a monthly or daily basis thereafter until terminated by either party. Either party may terminate this Agreement by providing 10 day's notice to the other party. The effective date of termination shall be the last day of the month following the expiration of the notice period. For example, if notice is given on June 26th, the effective date of termination shall be July 31st.

6. **Fees for Services.** As consideration for Trainer providing the training and boarding services pursuant to this Agreement, Owner shall pay to Trainer the monthly and/or daily fees set forth in the attached Exhibit A, which is incorporated into this Agreement by this reference. Trainer reserves the right to increase the rates set forth in Exhibit A from time-to-time, after giving thirty days advance written notice to Owner. Owner agrees to pay in advance to Trainer the fee for board services on or before the 5th of each month and the fee for training services on or before the 15th of each month. Any additional fee or Reimbursable Costs, as defined herein, due to Trainer from Owner shall be immediately paid upon notification of the amount due, whether the notice is by statement or by personal communication.

7. **Trainer as Agent.** Owner expressly authorizes Trainer to serve as agent for Owner in (i) arranging for necessary Veterinary and Farrier services for the Horse(s), (ii) submitting horse show entries and (iii) to acquire for Owner any necessary tack, training equipment, Blankets, supplements or Medications, provided that Trainer shall get Owner's express consent prior to purchasing any of the above mentioned which exceeds over \$_____. Trainer shall have the option of having the cost of above mentioned fees billed directly to Owner, or to pay for the same and receive reimbursement from Owner of the actual cost, without markup (referred to herein as the "Reimbursable Costs").

8. **Late Fee.** Owner shall promptly pay, on or before the due date set forth in paragraph 6 above, the sums due to Trainer, and if full payment has not been received by the last day of the month for which payment is due the sum due shall commence to draw interest at the rate of 18% per annum. In the event an account balance is overdue for over 90 days, Trainer shall have the option to give notice, pursuant to Chapter 60.56, Revised Code of Washington, of a claim of lien on the Horse(s) and/or Tack and other items stored at the Farm. Trainer's right to claim a lien shall be in addition to any other rights available by law to enforce payment of the sum due.

9. **Veterinary Care.** Trainer shall arrange for the Horse(s) to receive routine, standard veterinary care including services such as vaccinations, worming, dental work, Coggins, State Health papers, at the Owner's expense. At certain times it may be necessary for Trainer and/or its employees to administer medication to the Horse(s). In the event of injury or illness of a horse, which requires immediate attention, Owner expressly grants Trainer full decision making authority and Owner accepts full responsibility for the costs of Trainer's emergency medical decisions. For purposes of this Agreement, "emergency medical decisions" shall mean decisions which must be made immediately in order to prevent the death or suffering of the Horse. Notwithstanding the foregoing, prior to making emergency medical decisions, Trainer shall attempt to contact the Owner.

Owner recognizes that unexpected injuries may occur causing the need to euthanize the Horse. By initialing below, Owner expressly authorizes Trainer and/or its employees to arrange to have the Horse euthanized in the event the Horse is injured or ill and it is not possible to keep the Horse comfortable and free from suffering while waiting to contact Owner. Owner expressly agrees to hold harmless and release Trainer and its employees and agents, from any and all claims for damages related to or arising out of the decision to euthanize the Horse, provided the decision is made consistent with the terms of this Agreement and with the advice and consultation of a licensed Veterinarian.

_____ Owner Initials

10. RISK OF LOSS/HOLD HARMLESS

- a. Owner acknowledges the inherent risks, including the potential for physical injury, bodily harm and loss of life, associated with participating in equine related activities, whether as a rider, handler or spectator. Owner expressly agrees to fully indemnify, defend and hold Trainer, its employees, agents and assigns, harmless from and against any claim, demand, lawsuit, damages, costs, expenses, judgments and fees (including attorneys' fees) (collectively "Liabilities") that arise out of, or relate to Owner and Owner's spouse, children, relatives or guests participating in any equine related activity, whether at the Farm, other property owned by the Trainer or at any other location. Owner also agrees to indemnify, defend and hold trainer harmless from claims and Liabilities raised by third parties, which claims or Liabilities arise out of or relate to personal injury or property damage caused by Owner or the Horse.

_____ Owner's Initials

- b. Owner acknowledges the inherent risk of injury or death to the Horse associated with riding, training, transporting, handling, turn out and showing and expressly agrees to hold harmless and release Trainer from claims or liability for damage, arising out of or related to injury to or death of the Horse incurred while under Trainer's care, specifically including death or injury resulting from Trainer's emergency and non-emergency medical decision making and Trainer's administration of medication to the Horse. Provided, the foregoing release shall not apply to claims arising out of or related to injury or death resulting solely from Trainer's gross negligence or intentional misconduct.

_____ Owner's Initials

- c. Owner agrees that Owner, Owner's Spouse, Children, relatives or guests enter the premise of the Farm at his/her own risk. Owner, individually and on behalf of any minor under his/her control, acknowledges that, by execution of this Agreement, Owner limits his/her right to maintain a legal cause of action against Trainer, and any of their employees, agents or assigns for injury or damages to Owner and/or Owner's Horse.

_____ Owner's Initials

- d. Trainer acknowledges the inherent risks, including the potential for physical injury, bodily harm and loss of life, associated with participating in equine related activities, whether as a rider, handler or spectator. Trainer expressly agrees to fully indemnify, defend and hold Owner harmless from and against any claim, demand, lawsuit, damages, costs, expenses, judgments and fees (including attorneys' fees) that arise out, or relate to physical injury to Trainer and its employees, which injuries are incurred while riding, training, handling or caring for the Horse(s).

_____ Trainer's Initials

- 11. **Insurance:** Owner is responsible for providing insurance i.e. mortality, medical, theft, for the Horse(s) at their own expense. Trainer provides no insurance coverage for the Owner or Horse(s), for any purpose, including transportation.
- 12. **Minors:** A parent or legal guardian of any rider who is under the age of 18 must execute this agreement. In such event, the parent or guardian makes all acknowledgements and agreements, and gives all consents and release described herein on behalf of the rider who is a minor, him (her) self, and if married, his or her marital community.

13. **Stable Rules:** All persons shall comply with the rules and regulations posted at the Stable which by this reference are incorporated herein and made as part of this Agreement. Owner must make an appointment with the Trainer or its Employees before arriving at the Stable. The Stable is closed on Monday and Friday.
14. **Binding Nature:** All terms and conditions of this agreement shall be binding on the heirs, administrators, successors, subrogees, relatives and assigns of Owner and Trainer.
15. **Third Parties:** Members of the Owner's Family and their authorized guests shall have access to the Farm and the use of the Horse only upon written authorization by the Owner setting forth the rights to access and its limitations thereon. No access will be allowed to portions of the Farm other than the barn, arena, tack rooms or immediate designated areas surrounding said barn.
16. **Dogs:** No dogs are allowed at the Farm. Anyone bringing a dog on the Farm does so knowing that the Trainer and/or Stable Owner will not be liable for any injury/damage to Owner's dog or injury/damage caused by Owner's dog to other people, animals or objects. Owner will be fully responsible for the actions of their dog.
17. **Personal Property:** Owner acknowledges that the barns and tack room at the Farm are not locked, and Trainer shall not be held responsible for the loss or damage to personal property of Owner.
18. **Breach of Agreement:** In the event the Owner violates any of the covenants of this contract, including rules and regulations, the Trainer may give notice to the Owner immediately terminating this agreement, whereupon the owner shall forthwith pay all amounts due to the Trainer and with no delay, remove his/her horse(s), tack and other gear or paraphernalia or in the alternative the Trainer may take proper action to enforce such covenants, rules and regulations, and Owner agrees to pay all cost incurred by the Trainer, including reasonable attorney's fees.
19. **Farrier Care:** Trainer is authorized to maintain and provide adequate farrier care for the Horse(s) at Owner's expense, using the farrier of Trainer's choice.
20. **Showing:** It is understood that Trainer has complete discretion in the final decision in selecting the shows and classes in which the Horse will be entered. Placement of the Horse in training does not obligate Trainer to show the Horse.
21. **No Joint Venture or Partnership:** Nothing contained in this service contract or by the relationship of Owner and Trainer shall be deemed to constitute or be construed to be or create a Partnership or Joint Venture between Owner and Trainer.

22. **Sales Commissions:** The sale of any Horse boarded at the Farm and/or in training with Trainer will incur a Sales commission which shall be a percentage of the actual sale price as set forth in the rate sheet attached hereto as Exhibit A, which may be updated from time-to-time (the "Sales Commission"). All Sales Commissions are due at the time of sale and shall be calculated based on the actual sale price of the horse. Sales commissions due are to be paid directly to LaRae Powell.
23. **Merger Clause/Attorney's Fees:** Trainer and Owner agree that all terms and conditions governing this Agreement are provided for herein, and that there are no separate oral agreements, which shall affect the terms of this agreement. Any amendments to this Agreement must be in writing, and signed and dated by Trainer & Owner. Legal actions which may be required to enforce any aspect of this Agreement shall occur under Washington Law in King County, Washington District or Superior Court. All costs and Attorney fees incurred as the result of any lien foreclosure actions arising under this Agreement shall be paid by the Owner. Costs and Attorney fees, which are incurred as the result of any other dispute arising under this Agreement shall be paid the non-prevailing party.
24. **Limitation on Claims:** Any claim based on the terms or performance of this Agreement, must be filed with a court of competent jurisdiction within one (1) year of termination or the date of the event giving rise to the claim, whichever is earlier. This one year limit on claims shall supersede any other applicable statute of limitations applicable to this Agreement.

The undersigned have read the foregoing agreement and will comply with the stated conditions and current rate sheet.

Signed this _____ day of _____, 20_____.

OWNER

TRAINER

Signature

Signature

Printed Name

Printed Name

OWNER CONTACT INFORMATION

Name: _____

Address: _____

City, State, Zip _____

Home Phone: _____

Work Phone: _____

Cell Phone: _____

Email: _____

Fax number: _____

Other Contacts for Emergency:

Name: _____

Phone: _____

Name: _____

Phone: _____

Name: _____

Phone: _____

DESCRIPTION OF HORSE

Name: _____

Age: _____

Color: _____

Markings: _____

Sex: _____

Breed: _____

Height: _____

Registration/Tattoo No: _____

Owner's Valuation of Horse: _____

Insurance Name & Contact # _____

Insurance Policy # _____

Up to date on Vaccinations? YES _____ NO _____ Last Date _____

Up to date on Worming? YES _____ NO _____ Last Date _____