



Tashunka
at
Serenity Stables
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 Serenity Stables, 8565 261st Avenue NE, 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 "Tashunka", 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 may increase 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) Discounts: Some discounts may be available as outlined on the current Tashunka at Serenity Stables Rate Sheet.
- d) 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: _____
Home Phone: _____ Work Phone: _____
- c) Farrier: _____ Cell: _____
- d) Veterinarian: _____ Office: _____

4) EMERGENCY CARE. STABLE agrees to attempt to contact OWNER, at the following emergency telephone number (_____), should STABLE feel that medical treatment is needed for said horse(s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse(s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

5) SPECIAL INSTRUCTIONS TO STABLE. OWNER shall inform STABLE if the horse(s) had any past or present special needs (sensitive ears, head shy, messy stall, etc.), vices (cribbing, pawing, wood chewing, etc.), health concerns (colic, founder, strangles, fungus, lice, etc.), and behavioral issues (biting, kicking, rearing, striking, bolting, etc.) towards horses, people, or other animals.

6) FEED AND FACILITIES. STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well-being of the horse(s). Full Care Stall board for a 12'x14' or 11'x11' stall picked daily by STABLE is \$_____ per month. Additional services are available at an additional cost and are outlined below:

- i) Special Services are available for **\$50** per hour for giving treatments, assisting veterinarian, farrier, etc. Any long term Special Services may be arranged at an agreed upon rate. Special services must be prearranged.
- ii) Grain can be fed by STABLE for **\$25** per month per daily feeding. Grain bags must be pre-bagged and labeled (horse's name; day of the week; part of day - am/pm) by OWNER and kept in a designated location.

- iii) Boots or leg protection can be put on and removed daily for \$40 per month. OWNER must provide leg protection, and clear directions on how the puts are to be put on.
- iv) Additional Bedding is available for \$75 per month to horses with medical issues, and those that are excessively messy. All boarders are subject to a potential monthly surcharge in the event that the cost of bedding increases substantially.
- v) Additional Feed is available for \$80 per month for each 5 lb increase in hay over what is currently being fed by STABLE. All boarders are subject to a potential monthly surcharge in the event that the cost of hay increases substantially.
- vi) Blanketing can be done by STABLE in the morning and evening for \$80 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, two (2) 22 Qt water bucket, one (1) blanket rack, and one (1) Halter Hook will be provided for each stalled horse.
- b) Hay will be fed three (3) times a day by STABLE and will not exceed 20 lbs per horse per day.
- c) 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 follow a prescribed rotational worming schedule as directed by the barn veterinarian.
- d) 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.

7) 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.

8) 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.

9) TRAINING/INSTRUCTION. OWNER shall be solely responsible for the cost of Training and/or Instruction. Outside Trainers and/or Instructors are only allowed at the discretion of STABLE and are required to provide proof of insurance as instructed by STABLE.

10) EXERCISE. OWNER shall be solely responsible for exercising their horse(s). It is understood by OWNER that horse(s) will NOT be turned out.

11) 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 STABLE 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.

- 12) OFF LIMITS AREAS.** The PREMISES may include structures designated as "Off Limits" which OWNER, their guests, friends, relatives, acquaintances and invitees shall not approach, enter, occupy, or use at any time. The private residence, upper barn, managers cabin, hay shed, and farm equipment are "Off Limits", and should not be entered or approached without permission from STABLE.
- 13) 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 their horse(s), guests, friends, relatives, acquaintances, and invitees will be bound and abide by these Rules and accepts responsibility for the conduct of their 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, their 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.
- 14) 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, their 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, their 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.
- 15) LEASED PROPERTY.** The OWNER understands and acknowledges that Tashunka LLC operates on land leased from Serenity Stables, and that as a condition of the lease, Tashunka LLC has agreed to obtain from any person entering onto the property under Tashunka LLC a complete release of all claims for personal injury, death or property damage against Serenity Stables and its owner(s) related to such entry onto the property. OWNER hereby acknowledges that hidden dangers, unsafe conditions and dangerous structures exist on the property. OWNER hereby accepts all risk of personal injury, death or property damage from any cause whatsoever while OWNER is on the property, including without limitation personal injury, death or property damage related to dangerous conditions and latent defects in the property and structures thereon. On behalf of OWNER, their guests, friends, relatives, acquaintances and invitees, assigns, personal representative and estate, OWNER hereby voluntarily waive, release, forever, discharge and agree to indemnify and hold harmless

Serenity Stables its employees, officers, agents and/or family members from any and all claims, demands, or causes of action which in any way are connected with OWNER entry onto real property owned by Serenity Stables.

- 16) 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, their 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, their horse(s), guests, friends, relatives, acquaintances and invitees.
- 17) 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, their 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.*
- 18) 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.
- 19) 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.
- 20) 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.
- 21) SEVERABILITY.** If any portion of this AGREEMENT shall be deemed void, illegal or unenforceable, the balance of this AGREEMENT shall not be affected thereby.

22) LAW. This AGREEMENT shall be governed by the law of the State of Washington.

23) 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.

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

25) 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: _____ Phone: _____

Address: _____ 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 Boarding 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 18, all parents/guardians must read the above and sign indicating their acceptance.

Guardian's Name: _____

Guardian's Signature

Cell Phone: _____ Home Phone: _____ Work Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Guardian's Name: _____

Guardian's Signature

Cell Phone: _____ Home Phone: _____ Work Phone: _____

Address: _____ City: _____ State: _____ Zip: _____