

5608 Brant Dr Bonanza OR 97623 (541)301-1245

## **Boarding and Training Contract**

| NAME OF HORSE:          |                       | DATE: |  |
|-------------------------|-----------------------|-------|--|
| DESCRIPTION: GENDER:    | BREED:                | AGE:  |  |
| COLOR/DISTINGUISHING M  | IARKS:                |       |  |
| TYPE OF CARE AND/OR TRA | AINING: Full Training |       |  |
| NAME:                   |                       |       |  |
| ADDRESS:                |                       |       |  |
| PHONE: HOME:            | _WORK:                | CELL: |  |
| EMAIL:                  |                       |       |  |
| EMERGENCY CONTACT:      |                       |       |  |
| NAME:                   |                       |       |  |
| PHONE: HOME:            | _ WORK:               | CELL: |  |
| VETERINARIAN:           |                       |       |  |
| PHONE:                  |                       |       |  |
| FARRIER:                |                       |       |  |
| PHONE:                  |                       |       |  |

In consideration of boarding and/or training to be supplied by Timberline Farm and related parties, for the above named Horse/Horses, (hereinafter referred to as Horse) it is agreed between Timberline Farm and the undersigned owner of said Horse that:

1- Timberline Farm shall board, care for, and/or provide training for the Horse during the period the Horse is left in the care of Timberline Farm. Owner shall be responsible for delivering and picking up the Horse at the end of the contract unless otherwise agreed by both parties.

2- Owner shall pay Timberline Farm the sum of \$575 per month for board. Any portion of the monthly charge will be \$40 per day. Any part of a calendar day will be considered a full day. Payment will be made in full by the Owner to Timberline Farm at the 1<sup>st</sup> of every month for services for that month. Upon completion of this Contract, a final amount will be due and payable on or before the date the Owner takes delivery of the animal. Charges not paid at this time will bear interest at the rate of  $1\frac{1}{2}$  % per month until paid. Should Timberline Farm have to retain an attorney to enforce or interpret any provision of this contract, Timberline Farm shall be entitled to recover from the Owner all reasonable costs, court costs and attorney's fees as applicable.

3- The monthly charges specified above include only housing, board and/or turn-out of the Horse and training. Payment for charges incurred by Timberline Farm for veterinarian services, medication, grain/supplements other substances, farrier charges and any other services (including but not limited to therapies, longeing, ponying, hand walking, grooming and exercising under saddle) or cost shall be the responsibility of the Owner. Charges incurred by Timberline Farm resulting from any damage caused by said Horse, Owner, Owner's guests and associates or animals shall be the responsibility of the Owner.

4- Training of the Horse agreed upon between Timberline Farm and the Owner shall be provided in a diligent and workmanlike manner. Payment will be made in full by the Owner to Timberline Farm at the 1<sup>st</sup> of every month for all training at the rate agreed upon by Timberline Farm and the Owner. This contract does not contemplate that the Horse will be neither trained nor shown by Timberline Farm personnel in any competitive events during this contract period.

5- The Owner specifically represents that he/she is the sole Owner of the Horse and that there is no lien or mortgage against the animal. Should there be a lien; a copy of the contract must be provided. The Owner certifies that all the information regarding the Horse herein is true and correct. The Owner further certifies that the Horse is in good health, has received all normal health immunization shots and deworming and has not to his/her knowledge been exposed to any contagious disease within the past thirty (30) days.

6- If the Horse becomes ill or injured, and Timberline Farm are so aware, Timberline Farm shall attempt to notify the Owner immediately. If the Owner does not or cannot immediately inform Timberline Farm regarding the course of action to be taken, or if the Horse's health requires immediate action, Timberline Farm is authorized by the Owner to request the services of a veterinarian, administer medication or give any other attention that appears advisable to Timberline Farm personnel. The owner will promptly pay all expenses and charges incurred for such services.

7- The Owner agrees that Timberline Farm shall not be liable for damages of any kind or nature occurring from any cause whatsoever, including but not limited to loss or injury by fire, theft, running away, injury to persons or other animals, damage to property or any other occurrence.

8- The Owner hereby grants a lien on the Horse to Timberline Farm for all charges resulting from boarding and rendering any other service pursuant to this contract. If any such charges shall remain unpaid for a period of fifteen (15) days after they become due and payable in accordance with the terms of the contract, Timberline Farm will inform the Owner in writing that he/she has five (5) additional days to make payment, after which, if payment is not made, such nonpayment shall entitle Timberline Farm to sell the Horse at public or private sale to satisfy the account. Timberline Farm's lien on and the sale of the Horse shall be governed by and foreclosed in accordance with the provisions of Oregon Revised Statutes, Chapter 87.

9- This contract may be terminated by either party by giving the other party at least 30 days notice, either verbally or in writing. The charges set forth in paragraph 2, above, shall continue until the Horse is repossessed by the Owner.

Any unused monthly fees are non-refundable.

Stable reserves the right to terminate this Agreement effective immediately if Stable determines, in its sole discretion, that the Horse is dangerous or potentially dangerous.

10- For the purposes of this agreement the term Timberline Farm includes Shane Harvey, Makenzie Harvey, all employees and any person/persons given permission by Shane or Makenzie Harvey to help with any services.

I/We agree to abide by all the rules and regulations of Timberline Farm now in effect or later adopted.

I/We understand that failure to comply with same may result in suspension or termination of any or all riding and boarding agreements.

I have read the above contract, understand each of the provisions and agree to be bound by them.

DATED:\_\_\_\_\_

OWNER'S SIGNATURE

## IN THE EVENT THE OWNER IS UNDER 18 YEARS OF AGE:

As a parent or legal guardian of the participant, I have read the above contract, understand each of the provisions and agree to be bound by them.

DATED:\_\_\_\_\_

NAME (please print)

SIGNATURE

. . . . . . . . . . . .

\_\_\_\_\_

TIMBERLINE FARM- BY:\_\_\_\_\_