

The Sherwood Forest Equestrian Center, Inc.  
28303 SW Baker Rd.  
Sherwood, Oregon 97140

### HORSE BOARDING AGREEMENT AND WAIVER

This agreement is made this day, \_\_\_\_\_ by and between The Sherwood Forest Equestrian Center, Inc,  
hereinafter called "STABLE" and \_\_\_\_\_ hereinafter called "CLIENT".

In consideration of the promises made to each other, the parties agree as follows:

STABLE agrees to render the services described below with respect to CLIENT and CLIENT's horse described as follows:

Client training with: \_\_\_\_\_

Horse Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Color: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Markings: \_\_\_\_\_

**SERVICES:** Boarding, feed, water, turnout, use of facilities for \$ \_\_\_\_\_ per month.

**FEES:** CLIENT agrees to pay the foregoing sum on the first day of each and every month in advance. These charges are for the calendar month. In the event the horse is delivered to STABLE during a month the CLIENT will pay a pro rata of the charges for the month and start paying a full month's board the following month. The above fees may be increased by STABLE upon a thirty-days written notice.

**LATE FEES:** CLIENT agrees to pay a \$45.00 late fee should board be paid after the fifth day of each month. CLIENT may not remove horse from STABLE until all amounts due are paid in full. Returned checks will be assessed a minimum \$50.00 fee.

**RULES:** STABLE will establish and enforce reasonable rules pertaining to the use of stables, barns, riding arenas and surrounding properties. For the safety of our clients and staff, STABLE does not allow dogs. Failure to observe and abide by such rules may result in immediate and permanent expulsion from STABLE.

**VACCINATIONS:** CLIENT agrees to have the horse vaccinated and wormed five days prior to arrival and at regular intervals thereafter, to protect the horse and others at STABLE from communicable diseases common in the area.

**STANDARD OF CARE:** STABLE will exercise judgement consistent with ordinary standards of care and supervision of the horse. All veterinarian and farrier expenses will be paid directly by the client.

**SHOWS AND EVENTS:** CLIENT understands that as a normal course of business STABLE will have clinics, shows, and/or events which will be posted in advance and may affect the availability of CLIENT's use of the facilities.

**TRAILER STORAGE:** Parking is offered for one horse trailer per household on a space available basis only. There are no reserved parking spaces. CLIENT assumes full responsibility for any loss or damage to any vehicle, trailer, and/or its contents brought to STABLE. CLIENT must provide STABLE with license plate number and proof of insurance.

License Plate#: \_\_\_\_\_ Insurance Carrier and Policy#: \_\_\_\_\_

**STALL SELECTION:** STABLE may at its sole discretion move, rotate or otherwise change the location of the horse to suit STABLE's, trainers, and/or the horse's best arrangement.

**TRAVEL:** STABLE agrees to keep space available for CLIENT's horse whenever they are not present at STABLE. CLIENT understands that in the course of normal equine activity it is common for a horse to leave STABLE premises for short periods of time. CLIENT agrees to notify STABLE and provide a schedule should the horse be away overnight.

**DAMAGE:** The cost of repairing any damage to STABLE, its premises, structures, improvements, fencing, or other property thereon caused by horse and/or CLIENT shall be the responsibility of CLIENT and shall be considered an amount due and payable to STABLE by CLIENT.

**MINORS:** The parent or guardian of any minor child(ren) permitted to engage in equine activities or is otherwise present at STABLE, shall hold STABLE, it's owners, officers, agents, servants, employees, trainers and other clients harmless for any injury or loss suffered by such minor child(ren) during or in connection with their use of STABLE, its property and/or facilities, whether or not such injury or loss results directly or indirectly from their use of STABLE, its property and/or facilities.

**RELEASE OF LIABILITY:** STABLE, its owners, subsidiaries, affiliates, agents, employees and trainers shall not be liable for any sickness, disease, estray, theft, damage, death or injury which may be suffered by the horse or the owners tack while in STABLE's custody, nor for any loss, damage or injury arising out of or in connection with boarding, conditioning, training, or other services pursuant to this contract, or provided by contract through another party, except as required by Oregon State law.

**INHERENT RISK:** CLIENT fully understands, authorizes and assumes the special risks inherent in the boarding, conditioning, training, showing and transporting of horses and acknowledges that mortality and other insurance is the sole responsibility of CLIENT.

**INSURANCE:** It is the intention of STABLE, its owners, officers, agents, employees, trainers, and CLIENTs that the rental rates fixed in contemplation that each party shall fully provide his/her respective insurance protection at his/her own expense and that each party shall look to his/her respective insurance carriers for reimbursement of any individual loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this agreement.

**TRANSPORTATION:** CLIENT recognizes that STABLE does not carry liability insurance insuring against any damages or liability which may arise from the transportation of CLIENT's horse.

**LIEN:** CLIENT grants STABLE a lien upon and security interest in CLIENT's horse and tack to secure all obligations and amounts due under this or any agreement with STABLE or any of its affiliates. STABLE may, at any time until amounts due hereunder are fully paid, file a copy of this agreement in the county and state in which it believes the horse is to be kept, or where the CLIENT resides, or to the address provided by CLIENT herein, and when so filed the copy shall be effective as a financing statement as well as the security agreement.

At any time the CLIENT's balance is unpaid for thirty days, or CLIENT is otherwise in default of any amounts due, ten days written notice shall be deemed reasonable notice of any foreclosure sale.

**ATTORNEY FEES:** Should CLIENT breach this agreement, CLIENT shall be responsible for any and all attorneys' fees, costs and/or expenses related to such breach.

**SEVERABILITY:** This agreement shall be enforced to the greatest extent possible consistent with applicable laws. If any provision is determined to be unenforceable, in part or in whole, the remainder of the agreement shall not be affected and shall remain in full force and effect.

**APPLICABLE LAWS:** This agreement shall be interpreted in accordance with the laws of the State of Oregon.

**WAIVER OF RIGHT TO BRING ACTION:** As a condition of this agreement and the participation at STABLE, CLIENT or any representative thereof, expressly waives the right to bring action against STABLE, its owners, officers, agents, employees, trainers, and/or other clients for any loss, injury or death arising out of riding, training, grooming, or riding a passenger upon an equine, or in conjunction with any activity conducted by, or at, STABLE.

**TERMINATION:** Except as otherwise provided herein, this agreement may be terminated at any time by either party providing thirty days written notice to the other, delivered in person or to the address shown on this agreement.

CLIENT Address: \_\_\_\_\_  
\_\_\_\_\_

CLIENT Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

CLIENT Email Address: \_\_\_\_\_

\_\_\_\_\_  
CLIENT Signature

\_\_\_\_\_  
John E. Carr  
Representative for The Sherwood Forest Equestrian Center

\_\_\_\_\_  
CLIENT Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative Name (Print)

\_\_\_\_\_  
Date