

BOARDING AGREEMENT

WITNESS THIS AGREEMENT this _____ day of _____, 20__, by and between Rush In Ranch (Sallus Family Ranch) located at 383 W Red Fern RD, San Tan Valley, AZ, 85140, hereinafter referred to as "Stable," and the individual or individuals undersigned, hereinafter referred to as "Owner."

Owner Information. Below is all required contact information for Horse Owner. By signing this contract, you certify you have sole ownership rights to Horse and have full legal authority to enter into a lease agreement including Horse.

Name: _____
Address: _____
Phone Number: _____ Email Address: _____

Stable Information. Below is the contact information for the owner of Rush In Ranch (Sallus Family Ranch).

Name: Suzanne and Jeffrey Sallus
Address: 383 W Red Fern Rd, San Tan Valley, AZ 85140
Phone Number: 480-684-2971
Email Address: sallusfam@gmail.com
Cell (805)796-6667 (Suzanne's)

1. FEES, TERMS AND LOCATION

In consideration of \$_____per horse per month paid by OWNER in advance on the First day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis commencing _____, 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.

Late Fees: The boarding fees are due on the first of the month and considered late on the 5th of the month. A late fee may apply.

2. Description of Horse(s) to be Boarded.

Hereinafter referred to as "Horse". Owner agrees to submit a fully complete Owner Information Sheet for each horse leased upon execution of this agreement.

Horse Registered Name: _____

Horse Barn Name: _____

Horse Birthdate/Age: _____

Owners Initials: _____

Stable Initials: _____

Horse Height: _____

Horse Weight: _____

Horse Color: _____

Horse Markings: _____

Any unique features or identifying marks: _____

Any scars, previous injuries, allergies, or illness (Date and description):

3. FEED AND FACILITIES

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and wellbeing of the horse (s). Horse will be fed a **minimum** of 4 fresh flakes a day, fed twice daily, seven days a week. Flakes will be of fresh Bermuda. The combination of hay fed will be determined by Suzanne Sallus based on the Horse's weight and temperament. Stable reserves the right to increase feed at any time. Any decrease in feed must be approved in writing by Owner. Any treats fed will be after mutual agreement with Owner. Horse will be given owner supplied supplements and grain.

4. VACCINATIONS

Upon arrival of horse to STABLE proof of current tetanus vaccination is required.

Proof of Tetanus and EWT + EIV + EHV + 6 Way WNV1.M vaccines are required once yearly.

A negative current Coggins test is required for all horses arriving from out of state

5. OTHER SERVICES

OWNER will be responsible for arrangement and payment for trimming and change to hoof care, deworming, as well as a dental examination and floating as needed.

6. 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 the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE's premises. 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

Owners Initials: _____

Stable Initials: _____

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.*

7. HOLD HARMLESS

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

8. EMERGENCY CONTACT

Owner agrees to notify Stable 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 Stable 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 Horse.

9. 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.

10. STABLE RULES

Stable rules: Arena lights can be used from dusk til 10 PM and must be turned off thereafter. Barn lights are to be off no later than 10:30 PM unless an emergency requiring a vet or foaling is occurring. When the arena is used, the owner is responsible to pick up after his/her horse for everyone's riding pleasure and enjoyment of common areas.

Trailer parking is provided at an extra charge and in assigned areas unless special arraignments are made.

No loose dogs allowed on the property for the safety of the riders. Please plan to leave your animals at

Owners Initials: _____

Stable Initials: _____

home.

Trainers: Currently, all trainers must be approved by the stable owners to offer lessons on property and carry and have proof of insurance liability. No exceptions!

Guests: Guests are welcome to come and watch, however any horse activities will require approval of Stable and waivers signed.

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 or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

11. LIMITATION OF ACTIONS

Any action or claim brought by Owner against Stable 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.

12. 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.

13. RULES AND REGULATIONS

The Owner and all Owner guests agree to abide by all the rules and regulations of the Stable. Owner has full responsibility and liability for the actions of all guests brought to the Stable by Owner. Stable will hold no responsibilities for personal injuries, death or property damage which may occur to Owner or guests while on Stable property.

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 Stable from any and all claims for personal injury or property damage by Stable or its representatives, agents or employees.

Owners Initials: _____

Stable Initials: _____

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.

OWNER (OR AUTHORIZED AGENT): _____

NAME OF HORSE(S): _____

Address: _____

Telephone: _____

Signature: _____ Date: _____

STABLE (OR AUTHORIZED AGENT): _____

Address: _____

Telephone: _____

Signature: _____ Date: _____

Owners Initials: _____

Stable Initials: _____