



**Black Raven Stables
24717 43rd Ave NE
Arlington WA 98223
360-435-9393
www.BlackRavenStables.com**

Boarding Agreement

THIS AGREEMENT (“Agreement”) is made _____, 20____, by and between Black Raven Stables, Inc., a Washington corporation, (the “Stable”) and _____ (“Owner”).

RECITALS

A. Among other things, the Stable is engaged in the business of owning and operating a stable for the boarding of horses on real property commonly described as 24717 43rd Avenue NE, Arlington, WA 98223 (the “Property”).

B. The parties desire to enter into this Agreement to provide for boarding of horses belonging to Owners by the Stable.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **STABLE’S DUTIES AND RESPONSIBILITIES.** The Stable agrees to board and feed the horse described in section 3 below, as well as to clean the rented stable. The Stable will not be responsible for the following, which includes but is not limited to, grooming, care, turn out, exercise, or training.

2. **FEES AND TERMS.** The fees for the services provided hereunder shall be \$ _____ per horse per month, paid by Owner in advance on the first day of each month. Stable agrees to board the horse on a month-to-month basis commencing on the _____ day of _____, 20____. Partial months boarding shall be paid on a \$ _____ per day basis, payment due in advance. Boarding fees paid after 5:00 p.m. on the 5th day of the month will be charged a late fee of \$ _____. In the event full payment pursuant to this section has not been received by the last day of the following month, the Stable shall have the right of lien on the amount due for board and late fees and additional agreed upon services; and shall have the right, without due process of law, to retain said horse, and any other personal belongings left on the Property of the Stable until the indebtedness is

satisfactorily paid in full.

3. DESCRIPTION OF HORSE

Name: _____

Age: _____ Sex: _____ Breed: _____

4. OWNER'S DUTIES AND RESPONSIBILITIES. Owner warrants that he or she owns the horse, there are no liens or encumbrances on the horse, and that Owner is free to enter into this Agreement. Prior to or contemporaneously with the housing of a horse, Owner warrants that the horse is current on tetanus, sleeping sickness, and influenza vaccinations, as well as a negative Coggins test. Owner also warrants that the horse has no known medical conditions, allergies, or contagious disease. Owner shall be responsible for the health and welfare of each horse and hereby acknowledges and agrees that Stable is simply a place where horse may be boarded and that Stable has no other responsibilities except as those expressly stated herein. In insuring the health and welfare of said horse, Owners shall make reasonable inspections of the horse from time to time to check for sickness and/or disease.

5. RISK OF LOSS. Stable shall not be liable for any injury, sickness, death or theft suffered by the horse during the term of this Agreement. Owner fully understands that Owner assumes all risks. Owner agrees to hold Stable harmless from any loss or injury to said horse or any other horse or person or property caused by the horse of Owner. All costs connected with boarding, or for any other reason which arises while the horse is on the premises of Stable, are to be born by Owner. In no event, shall Stable be held liable for an amount of monies in excess of any fees or consideration, which have been paid by Owner to Stable in furtherance of this Agreement.

6. HOLD HARMLESS. Owner agrees to hold harmless, defend, and indemnify Stable and/or any of Stable's agents, contractors, employees for any claim or action resulting from any accident, injury, death, or property damage to any person, horse, or property arising from any horse related activity.

7. PROPERTY DAMAGE. Owner agrees to pay for damage to stalls, or other property caused by Owner's horse, over and beyond normal wear and tear.

8. LIABILITY INSURANCE.

OWNER warrants that he presently carries in full force and effect, and throughout the period of this Agreement shall continue to carry and maintain in full force and effect, insurance protecting the Stable, its owners, employees, agents, vendors, contractors, heirs, and assigns from any and all claims arising out of or relating to this Agreement.

9. EMERGENCY CARE. Stable agrees to make a reasonable effort to contact Owner should Stable feel that medical treatment is needed for said horse, provided however, that in the event the Stable is unable to contact Owner within a reasonable period of 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. 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 such care provider to the Owner. Owner shall be responsible for providing Stable with updated contact information for emergency care under this section 9.

10. STABLE RULES. Owner hereby acknowledges receipt and understanding of the current Stable Rules and Regulations. Owner agrees that his guests and invitees will be bound to, and abide by, these Stable Rules, and accepts responsibility for the conduct of his guests and invitees according to such Stable Rules. Stable may revise these Stable Rules at Stable's sole discretion from time to time. Owner agrees that any revision shall have the same force and effect as the current Stable Rules. Failure, as determined in Stable's sole discretion, of Owner or Owner's guests and invitees to abide by the Stable's Rules may result in Stable declaring Owner in default hereunder and result in termination of this Agreement.

11. NOTICE OF TERMINATION; DEFAULT; REMOVAL OF HORSE. Either party may terminate this Agreement given thirty (30) days notice to the other. In the event of "good cause", Stable may terminate this Agreement with 48 hours notice. "Good cause" includes, but is not limited to, any breach of this Agreement, or failure to abide by the Stable Rules. In the case of a default by one party, the other party 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 Owner immediately on termination of this agreement. Failure to make any payment by the appropriate due date shall place Owner in default hereunder. Acceptance by Stable of any late or partial payment shall not constitute a waiver of subsequent due dates or determinations of default.

12. ASSIGNMENT. Owner may not assign this Agreement without the express written consent of Stable.

13. GOVERNING LAW, WAIVER, BINDING EFFECT, and SEVERABILITY: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. Nothing contained in this Agreement shall be meant to establish either Stable or Owner a partner, joint venturer or employee of the other party for any purpose. This Agreement may not be amended except in a writing signed by both parties. No waiver by either party of any right shall be construed as a waiver of any other right. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and shall be interpreted so as best to effect the intent of the parties. This Agreement expresses the complete

understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. Any dispute brought by Owner arising out of this Agreement, shall be adjudicated in the State of Washington, County of Snohomish. This agreement shall be legally binding upon Owner's heirs, estate, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

BLACK RAVEN STABLES, INC.

A Washington corporation

STABLE

By: _____
(Signature)

And

OWNER

(Signature)

(Print Name)

(Address)

(Phone)

(Alt. Phone)

(Emergency Contact) (Phone)

(Veterinarian) (Phone)

(Farrier)

(Phone)