



BALD PEAK EQUINE

BOARDING CONTRACT - 2022 BOARDING SEASON

HORSE INFORMATION

REGISTERED NAME: _____

BARN NAME: _____

BREED: _____ AGE: _____

HORSE SEX: _____

REGISTRATION NO.: _____ COLOR: _____

INSURANCE AGENCY: _____

INSURANCE TYPE: _____

INSURANCE CONTACT INFORMATION: _____

* PLEASE INCLUDE A COPY OF HORSE REGISTRATION PAPERS.*

OWNER INFORMATION

OWNER: _____

PHONE 1: _____ TYPE: _____

PHONE 2: _____ TYPE: _____

PHONE 3: _____ TYPE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL: _____

EMERGENCY CONTACT: _____

MEDICAL HISTORY

WE REQUIRE DISCLOSURE OF ANY MEDICAL CONDITIONS THAT COULD AFFECT MANAGEMENT OF THE HORSE BEFORE ACCEPTANCE OF THE HORSE INTO THIS PROGRAM (BALD PEAK EQUINE FACILITY).

MEDICAL PROBLEMS: _____

CURRENT TREATMENTS: _____

MANAGEMENT CONSIDERATIONS: _____

OTHER MEDICAL NOTES: _____

VACCINATIONS

WE REQUIRE EACH HORSE TO BE VACCINATED FOR THE FOLLOWING DISEASES. PLEASE NOTE APPROXIMATE DATE OF LAST VACCINATION, VACCINES NEEDED UPON ARRIVAL, AND VACCINES YOU **DO NOT** WANT GIVEN. IF NO VACCINATION HISTORY IS PROVIDED, HORSES WILL BE VACCINATED UPON ARRIVAL AT OWNER'S EXPENSE. PLEASE INCLUDE DATES BELOW:

EASTERN & WESTERN EQUINE ENCEPHALITIS: _____

TETANUS: _____

INFLUENZA: _____

RABIES: _____

WEST NILE VIRUS: _____

RHINOPNEUMONITIS: _____

LAST DEWORMING (TYPE/BRAND): _____

FEED

HAY TYPE & QUANTITY: _____

GRAIN TYPE & QUANTITY: _____

SUPPLEMENTS: _____

* SUPPLEMENTS MUST BE PROVIDED BY HORSE OWNER

GENERAL FEEDING NOTES: _____

FARRIER SERVICES

TRIMMING OR SHOEING WILL BE PERFORMED AS NEEDED OR AS REQUESTED.
PLEASE NOTE ANY SPECIAL INSTRUCTIONS AND/OR CONTACT INFORMATION
FOR A FARRIER TO CALL FOR SPECIFIC INSTRUCTIONS. FARRIER SERVICES WILL BE
BILLED DIRECTLY TO THE MARE OWNER BY THE FARRIER. PLEASE INCLUDE LAST
FARRIER DATE:

FARRIER/TRIMMING NOTES:

FEE SCHEDULE – 2022 SEASON

CONTRACT AND IS NON-TRANSFERRABLE AND NON-REFUNDABLE

STANDARD BOARDING & CARE \$20.00 PER DAY

(INCLUDES LIMITED TURNOUT & BLANKETING)

GERIATRIC BOARDING & CARE \$25.00 PER DAY

(INCLUDES MEDICATING/SUPPLEMENTS, BLANKETING, & BASIC TURNOUT)

* MEDICATION & SUPPLEMENTS PROVIDED BY THE HORSE OWNER

HYDROTHERAPY REHAB & BOARDING \$45.00 PER DAY

(INCLUDES STANDARD BOARDING & CARE & HYDROTHERAPY REHAB)

CRITICAL BOARDING & CARE/OTHER FEE TO BE

(DETERMINED BY HORSE NEEDS & REQUIREMENTS)

DETERMINED

LASER THERAPY \$35.00 PER SESSION _____

ULTRASOUND \$25.00 PER SESSION _____

MAGNA WAVE THERAPY \$100.00 PER SESSION _____
(PEMF)

SHOCKWAVE THERAPY \$300.00 PER SESSION _____

NOTES/MISCELLANEOUS FEES:

TERMS & CONDITIONS

THIS AGREEMENT IS ENTERED INTO ON _____
BY AND BETWEEN MICHELLE MICHELSEN-BALD PEAK EQUINE (REFERRED TO AS BPE)
AND _____ (HORSE OWNER AND/OR MANAGER)

BPE AGREES TO PROVIDE BOARDING SERVICES FOR THE HORSE IDENTIFIED ON PAGE 1.

1. THE PERSON SIGNING THIS CONTRACT REPRESENTS AND WARRANTS THAT HE/SHE IS THE TRUE AND LAWFUL OWNER OF THE HORSE, OR IF NOT THE OWNER, THEN HAS ACTUAL AUTHORITY TO ACT AS OWNER'S AGENT FOR PURPOSES OF ENTERING INTO THIS CONTRACT, AND TO MAKE ANY AND ALL DECISIONS REGARDING THE ANIMAL AND ITS VETERINARY CARE. THE SIGNATORY SHALL BE FULLY RESPONSIBLE FOR ALL CHARGES INCURRED UNDER THIS CONTRACT AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS BPE FROM ANY AND ALL CLAIMS, OF EVERY KIND OF NATURE, ARISING AS A RESULT OF OR IN CONNECTION WITH THIS CONTRACT (INCLUDING ANY CLAIM THAT SUCH PERSON LACKED THE RIGHT OR AUTHORITY TO EXECUTE THIS CONTRACT ON BEHALF OF THE TRUE OWNER). ALL REFERENCES IN THIS CONTRACT TO THE HORSE OWNER SHALL BE DEEMED BINDING UPON THE PERSON SIGNING THIS CONTRACT AND THE OWNER OF THE HORSE (HEREINAFTER, INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS THE HORSE OWNER).

2. THE HORSE OWNER AGREES THAT DURING THE PERIOD BPE IS IN POSSESSION OF THE HORSE, GOOD EQUINE PRACTICE MAY SUGGEST AND/OR REQUIRE THE HORSE TO BE VACCINATED, DEWORMED, AND FEET TRIMMED OR SHOD. THEREFORE, DURING THE TERM OF THIS CONTRACT, THE HORSE OWNER HEREBY GRANTS BPE THE RIGHT AND AUTHORITY, BASED UPON ITS INDEPENDENT JUDGEMENT, TO ADMINISTER ROUTINE PREVENTATIVE MEDICINE AND TO HAVE THE HORSE TRIMMED OR SHOD AT ANY TIME BY A FARRIER SELECTED BY BPE. THE HORSE OWNER SHALL PAY/REIMBURSE BPE FOR THE COST THEREOF UPON INVOICE AS SET FORTH IN SECTION 4 BELOW.

3. THE HORSE OWNER HERBY RELEASES AND SHALL INDEMNIFY AND HOLD BPE HARMLESS FROM ANY CLAIM, DEMAND OR LOSS ARISING FROM ANY DISEASE, INJURY OR DEATH TO THE HORSE ARISING OUT OF ANY UNDERTAKING BY BPE

UNDER THE TERMS OF THIS CONTRACT. FURTHER, THE HORSE OWNER SHALL EXONERATE, PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS BPE, FROM AND AGAINST ANY AND ALL LIABILITIES, EXPENSES, CLAIMS, FINES, PENALTIES, COSTS, ATTORNEYS FEES, AND PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS BPE, FROM AND AGAINST ALL ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO OR RESULTING FROM ANY AND ALL NEGLIGENT ACTS OR OMISSIONS OF THE HORSE OWNER, OR OF ANY PERSON WHILE THE HORSE IS UNDER THE HORSE OWNER'S POSSESSION OR CONTROL, ARISING OUT OF OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE USE, POSSESSION, TRANSPORTATION (EXCEPT FOR TRANSPORTATION, DELIVERY AND PICKUP BY BPE), CONDITION, OR STORAGE OF THE HORSE, IRRESPECTIVE OF THE LEGAL THEORY UPON WHICH ANY SUCH CLAIM OR SUIT MAY BE BASED. THIS INDEMNIFICATION SHALL EXTEND TO THE SUCCESSORS AND ASSIGNS OF BPE.

WARNING: UNDER OREGON LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO **ORS 30.687-30.697**.

4. THE HORSE OWNER AGREES TO PAY ALL VETERINARY FEES ASSOCIATED WITH ROUTINE CARE OF THE HORSE AND THE PREPARATION (E.G. COGGINS TEST, HEALTH CERTIFICATE AND BRAND INSPECTION) FOR DEPARTURE.

5. THE HORSE OWNER AGREES TO PAY ALL CHARGES IN FULL BEFORE REMOVING THE HORSE. AT LEAST ONE-WEEK NOTICE MUST BE GIVEN PRIOR TO DEPARTURE OF THE HORSE TO ALLOW PREPARATION OF REQUIRED PAPERWORK. THE HORSE OWNER IS REQUIRED TO MAKE TRANSPORTATION ARRANGEMENTS BETWEEN THE HOURS OF 7:30 AM TO 4:30 PM MONDAY THROUGH FRIDAY, UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN MADE WELL IN ADVANCE AND IN AGREEMENT WITH BPE.

6. THE HORSE WILL NOT BE RELEASED IF INSUFFICIENT NOTICE IS GIVEN OR THE BILL IS NOT PAID IN FULL PRIOR TO DEPARTURE.

7. ALL INVOICE BALANCES ARE DUE 1ST OF EACH MONTH IN FULL. PAYMENTS ARE ACCEPTED IN THE FORM OF CASH, CHECK, OR CREDIT CARD.

AFTER 30 DAYS FROM BILLING DATE, A \$25.00 HANDLING FEE AND INTEREST OF 1.5% PER MONTH ON THE OUTSTANDING BALANCE WILL BE ASSESSED. BPE RESERVES THE RIGHT

TO REFUSE OR SUSPEND SERVICE WHEN ANY OF THE HORSE OWNER'S ACCOUNTS WITH BPE ARE PAST DUE. THE HORSE OWNER AGREES TO PAY ALL COSTS AND REASONABLE ATTORNEY INCURRED BY BPE IN ATTEMPTING TO COLLECT ANY OUTSTANDING BALANCE.

8. THE HORSE OWNER IS RESPONSIBLE FOR OBTAINING AND PAYING FOR ANY INSURANCE DESIRED ON THE HORSE. BPE DOES NOT PROVIDE INSURANCE.

9. IF AT ANY TIME BPE DETERMINES, IN IT'S SOLE JUDGMENT AND DISCRETION, THAT THE HORSE NEEDS TO BE TRANSFERRED TO A VETERINARY HOSPITAL FOR MEDICAL OR SURGICAL TREATMENT, THE HORSE OWNER IS RESPONSIBLE FOR ALL CHARGES INCURRED. THESE CHARGES WILL BE BILLED SEPARATELY BY THE VETERINARY HOSPITAL OR VETERINARIAN THE PERFORMED SERVICES AND MUST BE PAID IN FULL BEFORE THE ANIMAL CAN BE RETURNED BACK TO BPE. BPE WILL MAKE REASONABLE EFFORTS TO CONTACT HORSE OWNER OR AUTHORIZED EMERGENCY CONTACT IN THE EVENT THAT SUCH TRANSFER IS REQUIRED; HOWEVER, IF HORSE OWNER CANNOT BE IMMEDIATELY REACHED, HORSE OWNER HEREBY AUTHORIZES BPE TO INITIATE SUCH TRANSFER, CARE & TREATMENT. BPE USES DR. JACK ROOT (DVM) AND OAKHURST EQUINE VETERINARY SERVICES FOR EMERGENCY SERVICES. IF A DIFFERENT VETERINARIAN OR HOSPITAL IS DESIRED, PLEASE SPECIFY WHICH DR AND/OR EMERGENCY HOSPITAL TO USE (BELOW):

10. VISITING A HORSE IS PERMITTED BETWEEN THE HOURS OF 9AM TO 9PM MONDAY THRU SATURDAY (CLOSED ON SUNDAY). ALL EXCEPTIONS TO THIS MUST BE APPROVED BY MICHELLE MICHELSEN PRIOR TO THE EVENT.

11. HORSE OWNER(S) ARE ALLOWED ACCESS TO THEIR OWN HORSE STATED IN THE CONTRACT. NO HORSE OWNER IS ALLOWED ACCESS TO A HORSE THEY DO NOT OWN OR HAVE A CONTRACT WITH, WHICH INCLUDES ENTERING A STALL OR PASTURE, FEEDING OF, OR HANDLING OF A HORSE THEY DO NOT OWN OR HAVE A CONTRACT WITH.

11. HORSE OWNER(S) ARE REQUIRED TO CLEAN UP AFTER THEMSELVES AND LEAVE ANY AREA THEY HAVE USED AS THEY HAVE FOUND IT.

12. THIS CONTRACT IS NON-TRANSFERABLE. IF THE HORSE IS SOLD OR LEASED, OR UPON DEATH OF THE HORSE, ALL UNPAID FEES BECOME IMMEDIATELY DUE AND PAYABLE AND NO REFUNDS WILL BE MADE. THIS CONTRACT IS SUBJECT TO THE LAWS OF THE STATE OF OREGON.

13. BPE RESERVES THE RIGHT TO DESCONTINUE SERVICE AT ITS DISCRETION AND TO TERMINATE THIS CONTRACT UPON 10 DAYS' ADVANCE WRITTEN NOTICE TO THE HORSE OWNER

14. EACH PARTY AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, CODES, REGULATIONS, RULES, AND ORDERS. THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OREGON, AND ANY LEGAL ACTION CONCERNING THE PROVISIONS HEREOF SHALL BE BROUGHT IN THE DISTRICT COURT IN YAMHILL COUNTY, OREGON.

15. THE HORSE OWNER WILL BE CONSIDERED IN DEFAULT OF ITS OBLIGATIONS UNDER THIS CONTRACT IF THE HORSE OWNER FAILS TO REMIT ANY PAYMENT WITHIN 30 DAYS AFTER INVOICE OR OTHERWISE FAILS TO OBSERVE, TO COMPLY WITH, OR TO PERFORM ANY TERM, CONDITION, OR COVENANT CONTAINED IN THIS CONTRACT AND SUCH FAILURE CONTINUES FOR 10 DAYS AFTER BPF GIVES THE HORSE OWNER WRITTEN NOTICE THEREOF. IN THE EVENT OF DEFAULT BY THE HORSE OWNER, BPE MAY TERMINATE THIS CONTRACT AS OF THE DATE SPECIFIED IN THE NOTICE, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR RELIEF PROVIDED BY LAW. JURISDICTION AND VENUE FOR ANY ACTION TO ENFORCE THIS CONTRACT, OR FOR DAMAGES OR ANY OTHER RELIEF ARISING FROM OR IN CONNECTION WITH IT, SHALL LIE EXCLUSIVELY IN THE DISTRICT COURT IN AND FOR THE COUNTY OF YAMHILL, STATE OF OREGON.

16. THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES AND SUPERSEDES ANY PREVIOUS CONTRACTS, UNDERSTANDINGS, OR CONTRACTS OF THE PARTIES, WHETHER ORAL OR WRITTEN, CONCERNING THE SUBJECT MATTER OF THIS CONTRACT. NO SERVICES OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT WILL BE PROVIDED BY BPE WITHOUT AN EXPRESS, WRITTEN AND SIGNED AMENDMENT TO THIS CONTRACT. SIGNED CONTRACTS RETURNED TO BPE BY FACSIMILE OR THROUGH ELECTRONIC MAIL SHALL SERVICES OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT.

BY SIGNING BELOW, I ACKNOWLEDGE AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS STATED IN THIS CONTRACT. FURTHER, I AUTHORIZE BALD PEAK EQUINE TO ACT AS TEMPORARY AGENT ON MY BEHALF PURSUANT TO PHARAGRAPH 9 ABOVE SHOULD THE HORSE REQUIRE EMERGENCY MEDICAL OR SURGICAL TREATMENT AND I AUTHORIZE THE RELEASE OF MEDICAL AND/OR FINANCIAL INFORMATION FROM THE VETERINARY HOSPITAL CHOSEN TO BALD PEAK EQUINE.

SIGNATURE OF HORSE OWNER/AGENT

DATE

ADDRESS OF HORSE OWNER/AGENT

CITY, STATE

ZIP CODE

PHONE NUMBER OF HORSE OWNER/AGENT

EMAIL ADDRESS OF HORSE OWNER/AGENT

FAX NUMBER OF HORSE OWNER/AGENT

APPROVED BY: _____

OWNER & OPERATOR, BALD PEAK EQUINE

DATE