

RLT3 Ranch Horse Boarding Contract

By this agreement, made and entered this _____ day of _____, 20____ The term of this agreement shall be for a month to month contract commencing on the date set forth above, and shall renew automatically every month for successive periods thereafter unless canceled 30 days prior by written notice by either party.

The following contract is entered into between RLT3 Ranch Prime LLC DBA RLT3 Ranch, hereafter referred to as FACILITY, and horse owner, _____, hereafter referred to as BOARDER, as he/she consents to the following agreements for the boarding of his/her horse listed below.

Horse Information:

Name of Horse: _____, registered with _____ association, ID # (If applicable) _____ hereafter referred to as HORSE:

Attached Exhibit A – Record of BOARDERS Horse(s) Housed at RLT3 RANCH

(BOARDER Initial each of the following in space provided)

1. BOARDER warrants that the horse(s) left for boarding is/are in good health and condition and not suffering from any communicable diseases and is current on vaccines. BOARDER further warrants that the horse(s) is/are halter broken and taught to lead and tie.

Initial _____
2. BOARDER agrees to pay the sum of --\$ _____ -- per month and understands that FACILITY will not allow any horse to leave on any given day later than noon without charging one full day's board. Monthly board is to be paid in advance and is due on the first day of the month. RLT3 Ranch requires 30-day notice, in writing, if Owner intends to sell or move horse(s). Owner is responsible for a full month's board should there be no notification prior to horse leaving RLT3 Ranch LLC premises. Owner shall pay all charges of and for special services listed hereinafter and all veterinary and medical costs that may be incurred hereinafter for the horse. A late fee of ten dollars (\$10.00) per day is charged for payments made after the fifth day.

Initial _____
3. RLT3 Ranch retains the right to increase board fees with 30-day notice to BOARDER.

Initial _____
4. BOARDER is hereby notified and aware that failure to comply to rules, disorderly conduct, and/or disputes among BOARDERS or with FACILITY (and its staff, agents, etc.) may result in a 3-DAY NOTICE TO VACATE which is given to BOARDER via the email address and phone number provided in this contract.

Initial _____

This agreement consists of five (5) pages Including Exhibit A

5. BOARDER must give FACILITY 30-DAY WRITTEN NOTICE to terminate this contract and remove HORSE(S) from FACILITY. All boarding fees and other fees (lessons, farrier, vet, etc.,) BOARDER owes that were accrued during boarding period must be PAID IN FULL before HORSE(S) will be released from RLT3 RANCH.

Initial _____

6. NOTICE OF DEFAULT AND LIEN: BOARDER shall be in default under the terms of this contract if boarding fees due and payable on the 1st of the month remain unpaid as of the 15th day of such month ("Date of Default"). Pursuant to Washington Law (RCW 60.56) FACILITY shall be authorized to lien and retain possession of BOARDER'S horse(s) until amount due by BOARDER are paid in full. Within 180 days of attachment of "Stabler's Lien," it is agreed that the FACILITY may ENFORCE SUCH LIEN BY THE PROVISIONS ALLOWED BY WASHINGTON AGISTER LIEN STATUTE (RCW 60.56) and that the laws of the State of Washington shall apply to any disputes arising under this contract. FACILITY and BOARDER hereby stipulate that any legal actions which may be required to enforce this contract shall occur in either Snohomish County District Court, Monroe, WA, or Snohomish County Superior Court, Everett, WA at FACILITY's sole discretion.

Initial _____

7. NOTICE TO OWNER, ATTORNEY' S FEES: BOARDER hereby stipulates and agrees that notice to him/her under the terms of this contract shall be deemed to be received so long as FACILITY mails or emails written notice to the contact addresses BOARDER provides in this contract. The parties both do hereby agree that all costs and attorney fees incurred as the result of lien foreclosure actions arising under this contract shall be paid by the BOARDER. Costs and attorney fees of FACILITY and BOARDER which are incurred as the result of any other dispute arising under this contract shall be paid by the non-prevailing party.

Initial _____

8. TERMS BINDING on HEIRS and SUCCESSORS: All terms and conditions of this contract shall be binding on heirs, administrators, successors, and assigns of BOARDER and FACILITY.

Initial _____

9. MERGER CLAUSE: It is agreed that the terms and conditions of all agreements reached between the parties hereto are incorporated with this contract and that there are no oral agreements which affect the terms of this contract. Any amendment to this contract must be in writing and signed and dated by FACILITY and BOARDER.

Initial _____

10. Included in Board are the following: premium alfalfa and grass hays, fed three times daily; stalls cleaned daily; managers/owners/staff on site.

Initial _____

11. BOARDER is allowed use of the riding arena(s) WHEN SCHEDULED WITH TRAINER during operational hours of FACILITY 8:00 a.m. to 6:00 p.m. Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday and Sunday. Boarders who are not scheduled with a trainer may arrive between 3:00 p.m. and close Tuesday through Saturday, and during normal business hours Sunday and Monday. Advanced notice will be posted if/when FACILITY is to be closed for maintenance/upgrades. Holiday hours may differ and will be posted.

Initial _____

12. BOARDER will be given access to secure tack room with a designated station for tack and equipment. BOARDER will keep clean and tidy his/her area and sweep up tack room as needed. BOARDER is advised to carry insurance on saddles or other items of value stored upon FACILITY grounds. BOARDER agrees to this policy and to hold harmless RLT3 RANCH (Facility and its owners and agents) in the event of loss or damage to personal property.

Initial _____

13. Wash racks and grooming areas are available to BOARDER, and BOARDER understands that any grooming products in the wash racks and grooming areas are not for public use. BOARDER must supply and use their own products, equipment, supplies.

Initial _____

14. BOARDER agrees to abide by the FACILITY rules as posted. A printed copy of the rules is available to BOARDERS.

Initial _____

15. LIABILITY: BOARDER has seen the WASHINGTON STATE WARNING SIGNS posted in the FACILITY (CODE RCW 4.24.530) which states that equine activities are INHERENTLY RISKY. BOARDER has signed the liability waiver and does hereby consent to participate in horse-related activities with full-knowledge of the possibility for accident, minor injury, major injury, permanent injury, paralysis, and even death to themselves, their minor children, and their horse. BOARDER hereby agrees to indemnify and hold harmless FACILITY (and all its agents, owners, workers, associates).

Initial _____

16. BOARDER further agrees that any and all riders/handlers that visit the FACILITY to work with or around them/their horse will sign the provided LIABILITY RELEASES before participating in any and all activities, including but not limited to riding, grooming, saddling, leading, lunging, and all other handling of HORSE(S).

Initial _____

17. BOARDER has assessed the FACILITY and agrees that it is fit for boarding and care of HORSE(S), including all areas of the arena(s), barns, paddocks, and pastures, including stalls and fencing. BOARDER finds FACILITY and all grounds acceptable for the care of their HORSE(S).

Initial _____

I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK.

ALL INFORMATION BELOW MUST BE COMPLETE AND ACCURATE

Print Owners Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (Day) _____ (Cell) _____

Email Address: _____

Signature of Owner/Boarder (Authorized Agent)

X _____

I/We the Undersigned board more than (1) horse at RLT3 Ranch. Exhibit A is attached and Identifies ALL BOARDER's horse(s) to be housed by FACILITY and bound by the terms of this contract. All information is complete and accurate.

Initial _____

Stable Owner and/or Lessee: (Authorized Agent)

X _____ Date: _____

EXHIBIT A

Record of ALL BOARDER's Horse(s) housed at:
FACILITY - RLT3 Ranch. 10120 123rd Avenue NE, Lake Stevens, WA 98258

Identification of ALL BOARDER's horse(s) to be housed by FACILITY and bound by the terms of this contract.

Horse Identification:

HORSE (1) _____ **Registered name:** _____

Registered with: _____ **association, #** _____

Breed _____ **Age** _____ **Declared Value \$** _____ .00

BOARDER must carry valid insurance on Horse (1) if valued over \$25,000.00. A copy of the insurance policy must be attached and show mortality coverage for value declared by BOARDER/OWNER of HORSE.

HORSE (2) _____ **Registered name:** _____

Registered with: _____ **association, #** _____

Breed _____ **Age** _____ **Declared Value \$** _____ .00

BOARDER must carry valid insurance on Horse (2) if valued over \$25,000.00. A copy of the insurance policy must be attached and show mortality coverage for value declared by BOARDER/OWNER of HORSE.

HORSE (3) _____ **Registered name:** _____

Registered with: _____ **association, #** _____

Breed _____ **Age** _____ **Declared Value \$** _____ .00

BOARDER must carry valid insurance on Horse (3) if valued over \$25,000.00. A copy of the insurance policy must be attached and show mortality coverage for value declared by BOARDER/OWNER of HORSE.

Boarder represents and warrants that they are the owner of record of Horse(s), or that they have express authority of the owner of record to enter into this Agreement and to house Horse(s) with RLT3 Ranch.

Signature of Owner: **X** _____ **Date:** _____