

**30812 KC FARM LLC
EQUINE BOARDING AGREEMENT**

This Equine Boarding Agreement (the "Agreement") is entered into by and between 30812 KC Farm LLC (the "Ranch"), which is the operator of the Equine Facility located at 30812 N 148th Street, Scottsdale, AZ 85262 (the "Facility"), and; (Name of Horse Owner) _____ (the "Owner"), whose address is _____ (City) _____, (State) _____, (Zip Code) _____ and _____ whose contact information is; (Phone Number) _____ and (Email) _____.

1. Fees, Term, Late Payment. In consideration of a base fee of \$550.00 per month, paid by the Owner in advance on or before the First (1st) day of each month, the Ranch agrees to board the Horse described below. The term of this Agreement shall be **month-to-month** commencing on the date set forth above. This contract shall automatically renew on a month-to-month basis upon its expiration unless canceled by Owner with thirty (30) days written notice. Ranch reserves the right to cancel this contract at any time. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard thirty (30) day month. Late payments made between the Sixth (6th) and Fifteenth (15th) day of the month due will be subject to a late fee of Fifty (\$50.00). Fees received after the Sixteenth (16th) day of the month due will be subject to an additional late fee of Twenty-Five Dollars (\$25.00) and late fees shall accrue at a rate of Ten Dollars (\$10.00) per day for each day thereafter until the full balance owed is paid. Non-payment of an amount that is twenty (20) days past due shall constitute a breach of the Agreement.

2. The "Horse." Registered Name: _____

Barn Name: _____

Age: _____

Breed and Color: _____

Registration/Tattoo Info: _____

Insurance Carrier, Policy, and Contact Information: _____

Sex: (Check One) ☐ MARE ☐ GELDING ☐ STALLION

3. Boarding. Board shall include providing a space for the Horse, feeding alfalfa hay two (2) times per day, cleaning the Horse's manure at least once per day and if stalled providing fresh bedding as necessary, and granting Owner and their Authorized Users (listed below) access to the Ranch facilities for use of the Horse during Ranch's operating hours which are 7:00am to 6:00pm seven (7) days a week. These services shall be performed as described at the discretion of the Ranch, and no specific representation is made as to the timing or schedule of the feeding or cleaning activities. Ranch shall have the right to use reasonable and customary restraints and training implements to move the Horse should they be necessary (i.e., if the Horse refuses to move or becomes a danger to itself or others). If the Horse becomes aggressive or is otherwise deemed to be a danger to Ranch workers, Ranch shall notify the Owner and thenceforth not be required to clean the Horse's stall. If the Owner provides a fly mask, the Ranch will use reasonable efforts to keep it on the Horse.

4. Additional Services and Associated Fees. The following services may be provided at the Owner's request or as necessary for the well-being of the Horse at additional cost to Owner, as set forth below. Additional fees are due immediately following their selection by the Owner and/or upon notice from the Ranch operator that such services have been or will be performed and shall be paid with the next

due and payable as invoiced with the monthly boarding fee. (NOTE: These fee amounts are subject to change with thirty (30) days written notice to Owner).

- a. **Feeding of Grain or Supplements.** The Ranch will feed the Horse a supplemental feed that is pre-dosed as provided by the Owner for an additional charge of \$90.00 per month.
- b. **Blanketing.** The Ranch shall keep the Horse blanketed as instructed by the Owner using a blanket provided by the Owner for an additional charge of \$30.00 per month.
- c. **Turn Out.** The Ranch will turn out a stalled horse a minimum of five times per week as instructed by the Owner for an additional charge of \$60.00 per month.
- d. **Private Paddock.** The Ranch shall maintain the Horse in an individual paddock for an additional charge or \$100.00 per month.
- e. **Stall Board.** The Ranch shall place the Horse in a private stall, with cover and shelter for an additional charge of \$300.00 per month.
- f. **Bundling a, b, and c.** For horses that are in a private stall, the Ranch will bundle the services offered above and (a) feed supplements as pre-dosed by the Owner, (b) blanket the Horse using a blanket provide by the Owner, and (c) turn the Horse out a minimum of five times per week as instructed by the Owner for a fee of \$125.00 per month.
- g. **Conditioning.** For horses that are in a private stall the Ranch will provide the bundle of services a, b, and c and ensure the Horse is physically conditioned and interacted with daily, to include a combination of lunging, hand walking, hot walker and turn out for a fee of \$250.00 per month.
- h. **Administering Medication.** The Ranch will administer oral medications as instructed by the Owner for \$2.00 per dose.
- i. **Emergency Veterinary Care.** If, in the judgment of the Ranch, the Horse requires emergency veterinary care, the Ranch will make its best reasonable effort to contact the Owner at the above listed phone number. In the event that the Owner cannot be reached, the Owner hereby authorizes Ranch to secure emergency veterinary medical care at the expense of the Owner. The Ranch will first try to contact the Owner's preferred Veterinarian, but at Ranch's discretion, Ranch may utilize any emergency veterinarian should the preferred Veterinarian be unavailable. Owner authorizes the Ranch to incur any necessary expense on Owner's behalf up to but not exceeding \$_____. Owner agrees to pay any such emergency veterinary care costs, which shall be billed directly to Owner. If the Ranch is required to secure emergency veterinary care for the Horse in the absence of the Owner, Owner shall pay an emergency handling fee to Ranch of \$60.00 for the first hour and \$45.00 for every hour thereafter for Ranch's handling of the Horse and/or overseeing its care while a veterinarian is on property. In no event shall this provision create an obligation of the Ranch's to transport the Horse out of the Facility to a veterinary hospital, nor shall this provision obligate the Ranch to provide any additional care for the Horse in the absence of a veterinarian, though such services may be available for a fee depending on the circumstances at the specific request of the Owner.

5. **Equipment Storage.** The Ranch may make an area, in a tack room or otherwise, available for the storage of tack and equipment. This storage is first come first serve to the extent it is made available. The Ranch does not warrant that this storage area is secure. The Ranch is not liable for, and Owner assumes all risk for any loss, theft, or damage to any tack, equipment, or other personal property left at the Ranch at any time for any reason. All Owner's personal property, including tack, grooming equipment, fly masks, etc. should be labeled with the Owner and/or Horse's name to help prevent theft or misplacement.

6. **Horse's Condition, Vaccinations, and Special Care.** Owner represents that the Horse is currently sound, in good physical condition and not in need of any special care. Upon demand, Owner shall

provide Ranch with proof of current encephalomyelitis, rhinopneumonitis, tetanus, influenza, or sleeping sickness vaccinations before Horse(s) are brought to the Facility. A current negative Coggins test may also be required for all horses arriving from out of state. Owner agrees to regularly vaccinate and worm the Horse while it is boarded at the Ranch and to ensure that it is regularly tended to by a farrier to ensure proper hoof health. Owner's failure to do so may result in Ranch taking corrective action and dispensing vaccinations or wormer, and or securing farrier's services as necessary at the Owner's expense, not to exceed One Hundred Dollars (\$100.00) for each vaccine, not to exceed Twenty-Five Dollars (\$25.00) for worming, and not to exceed One Hundred Eighty Dollars (\$180.00) for hoof care per occurrence. Should the need for special care arise, Ranch may amend this Agreement to provide special care under a new provision, as necessary for a reasonable fee. The special care provision must be in writing and signed by both parties to have effect.

7. Liability and Risk of Loss. The Owner expressly agrees that he/she and the Owner's Authorized Users, and all of Owner's guests or their guardians brought on Ranch grounds shall sign the Ranch's Liability Waiver prior to engaging in any activity at the Ranch. Any third party brought to the Facility by the Owner who has not executed a liability waiver shall be considered a trespasser, no exceptions, no waivers. The Owner on behalf of himself, and any third party including minors he/she may bring on the property, and his family, heirs and successors acknowledges and agrees that (i) horse related activity involves inherent risk of bodily harm, injury, or death; (ii) the Owner is willing and able to accept these risks; (iii) the Owner agrees to hold the Ranch and/or the property owner harmless from any liability resulting therefrom; and (iv) the Owner shall fully and forever indemnify the Ranch from the same. The Ranch and the Facility's underlying property owner shall not be held liable by Owner for any injury incurred by Owner or any of Owner's guests that occurs at the Facility. Owner further releases and agrees to hold the Ranch, their agents, servants, employees, assigns, successors in interest, and/or the Facility's underlying property owner harmless from and for any liability for any sickness, disease, death, loss, or injury which may be caused or suffered by the Horse or for any other cause of action whatsoever arising out of or in any way connected with the boarding of the Horse or occurring while the Horse is at the Facility. Owner expressly acknowledges that the Ranch does not carry any insurance on the Horse. Ranch recommends that Owner carry all types of insurance necessary to cover all such risks borne by the Owner.

8. Ranch Rules. There is absolutely no smoking allowed in or within thirty (30) feet of the hay barn. Owners and their guests may not feed or handle any horse but their own without permission from that horse's Owner. No dogs are allowed at the Ranch Facility without permission from Ranch manager and all dogs that are permitted must be kept on leash. Minors must be accompanied by an adult at all times. Only the Owner's Authorized Users may access the Property or Ranch Facilities and/or the Horse without the Owner accompanying them. Authorized Users are not permitted to bring guests onto the Ranch Facility. Failure to abide by these rules may be deemed by Ranch to be a breach of this Agreement.

9. Ranch's Remedies. If Owner breaches this Agreement, Horse becomes sick, a danger to itself or others, dies, or if Ranch ceases to be able to provide the services described herein for any other reason, Ranch reserves the right to cancel this Agreement and order removal of the Horse. Upon an order of removal, Owner shall immediately pay the balance of all board and fees owed, remove the Horse from the Facility, and this Agreement shall then be terminated. **OWNER EXPRESSLY AGREES** that Ranch shall not be obligated to retain and/or maintain the Horse if amount(s) owed by Owner have not been paid in excess of forty-five (45) days after Ranch has sent notice of delinquent payment to Owner's address via certified mail without a response from Owner. **OWNER EXPRESSLY WAIVES** the statutory process for prosecuting an agister's lien under A.R.S. § 3-1295, and hereby agrees that if after forty-five (45) days from the time Ranch has sent notice of delinquent payment to Owner's address via certified mail Owner has not satisfied the debt, then the Ranch is free to deem its statutory lien on the Horse perfected without court order and shall thereafter be the legal owner of the Horse. In the event Ranch takes title to the Horse as above described; this Agreement shall constitute a Bill of Sale and authorization to process transfer

applications for any breed registration associated with the Horse upon sworn affidavit by Ranch's representatives setting forth the material facts of the default and perfection of the lien as set forth in this Agreement. Notwithstanding the forgoing and without waiving any rights set forth herein, the Ranch may still pursue an agister's lien through the courts if in its sole discretion it deems that course of action to be appropriate.

10. Miscellaneous. This Agreement shall be governed by the laws of the State of Arizona. Any disputes under this Agreement shall be resolved in a court of competent jurisdiction in Maricopa County, Arizona, and the prevailing party shall be entitled to an award of all costs and fees incurred associated with its adjudication. The Parties represent, warrant and agree that (i) they clearly understand all of the terms and provisions contained in this Agreement; (ii) they are not relying on any representation, written or oral, expressed or implied, made to them by any person other than as set forth herein; (iii) that this is a binding legal document which they entered into freely and without any duress. This Agreement constitutes the entire agreement between the Parties. This Agreement may be executed in counterparts. The parties agree that any modification to the terms herein shall not be valid unless in writing and signed by both parties. This Agreement may not be assigned by Owner without the express written consent of the Ranch. Failure of the Ranch to enforce any provision of this Agreement shall not constitute a waiver of its rights to subsequently enforce such provision or any other provision. Following the signature block Owner may detail, to be incorporated herein by reference, its preferred veterinarian, any individuals the Owner would like to authorize to use the Horse, and any special instructions the Owner has for the care of the Horse as applicable.

The Owner has agreed to the terms contained herein and executed this Agreement, as of the date last written below:

OWNER:

(PRINTED NAME)

Signed: _____ Date: _____

PREFERRED VETERINARIAN:

AUTHORIZED USERS:

NAME: _____ D.O.B _____ PHONE: _____

NAME: _____ D.O.B _____ PHONE: _____

