



Three Rivers Equestrian Center
Boarding Agreement

This Agreement is entered into by and between **Three Rivers Equestrian Center, LLC (TREC)** and _____ (Owner/Boarder) for the purpose of boarding horse(s) as described on Appendix A at the TREC facility located at 55250 Foster Road, Bend, OR 97707.

RECITALS:

TREC maintains equine facilities including but not limited to horse stalls, arenas, future round pen and turnout facilities.

TREC accepts only those horses whose owners and riders expressly assume all risks associated with equine activities.

Owner/Boarder wishes to board horse(s) at, in, around and upon the Property.

AGREEMENTS:

In consideration of the above recitals, which the undersigned agree are true, the parties covenant, contract and agree as follows:

1. **Facility Inspection:** The Owner/Boarder has personally inspected the facilities and operation of TREC and has found such to be maintained and operated in a manner suitable for board of the horse(s) in Appendix A.
2. **Term:** This agreement commences the first day Owner's horse(s) arrives at TREC or other agreed to date and will continue until terminated as provided below.
3. **Payments:** Owner agrees to pay in advance all boarding fees in accordance with the rate schedule. Payment is due and payable before the first of each month.
4. **Monthly Rates:** TREC monthly rates are subject to change at any time. TREC will notify Owner by email at least 30 days prior to any change in the fee schedule.
5. **Facility Damage:** Owner agrees to reimburse TREC for any facility damage caused by Owner or Owner's horse that is beyond normal wear and tear.
6. **Services:**
 - a.) TREC will feed and water the horse(s) boarded twice per day, in the morning and evening seven days per week. Feeding will consist of high quality grass hay. Owner's supplements can also be fed per owner's instructions at time of feeding. Owner must provide the supplements, container(s) for storage and written name and instructions on the container.

b.) TREC will provide daily stall cleaning and daily turn-outs will be provided if the horse stall rented does not have an attached corral. TREC accepts no other or additional responsibilities for care or maintenance except as provided by an additional agreement.

7. Owner Duties: Owner agrees to provide the horse(s) with appropriate additional maintenance and care, including, but not limited to, worming, vaccinations, immunizations, teeth and hoof care. Owner shall be exclusively responsible for appropriate exercise of horse(s). TREC shall have no horse-handling obligation other than listed Services (6).

8. Ownership and Health Warranty: Horse(s) boarded at TREC must have proof of vaccinations on file with TREC. Owner hereby represents that horse(s) boarded under this Agreement exhibits no symptoms of, nor has been exposed to any contagious equine disease for a period of two weeks prior to signing this Agreement. Owner further warrants that he/she has legal right to possession of the Horse.

9. Termination: Either party may terminate this agreement with 30-day notice. In the event Owner is in default, TREC may immediately terminate this agreement upon notice to Owner. Any misrepresentation as to the ownership or health of the horse shall be grounds for immediate termination.

10. Removal: TREC shall have the right to have Owner remove the horse boarded according to this Agreement upon 48 hour advance oral or written notice, whenever in the sole judgment and discretion of TREC such removal is necessary to preserve or assure the health or safety of persons, other animals and property on the premises of TREC. All costs incurred by TREC in such effort shall be borne by the Owner and promptly reimbursed.

11. Emergency Veterinary Care: TREC shall have the right to provide, at Owners expense, emergency veterinary care to the boarded horse(s) when in the sole judgment of TREC such care is necessary to preserve and maintain the health and safety of the Horse. TREC agrees to attempt in good faith to communicate with the Owner before providing veterinary care by telephone, text and/or email. Owner agrees to keep TREC advised in writing of any contact changes. In the event that TREC provides emergency veterinary care, Owner agrees to promptly pay the actual cost incurred. Owner hereby releases TREC from any liability of any kind whatsoever for injuries or damages of any kind whatsoever arising from this veterinary care.

12. Assumption of Risks: Owner acknowledges that they are aware of the risks and hazards of horse ownership, including the likelihood of serious bodily injury or death, and that such injuries and damages may arise by the maintenance, care and use of any horse boarded at TREC, including the Horse, and/or the conduct of any person with regard thereto, including TREC, its principals, agents and employees. Owner expressly assumes the risk of any and all injury or damage arising from the maintenance, care or use of any horse at TREC, including the Horse(s) of this Agreement or from the conduct of TREC, its owners, employees, agents and other boarders.

13. Insurance: Owner acknowledges that they are responsible any insurance for the Horse for any risk of loss whatsoever to any animal, including injury, illness, soundness, theft, whether accidental or otherwise.

14. Release and Hold Harmless: Owner hereby releases and agrees to hold harmless TREC, its owners, principals, managers, agents, and employees from any liability whatsoever for any claim of injury, death or property damage to Owner, heirs, guests, or assigns arising from or sustained by Owner while on the property.

15. Guests: Guests of Owner shall not be permitted at TREC or use of the Horse boarded according to

this agreement except when accompanied by Owner and only after execution by guest of TREC Riding Release. Failure of Owner to provide TREC with this release executed by Owner's guest(s) shall constitute immediate grounds for termination of this Agreement, at the sole discretion of TREC.

16. Attorney Fees and Costs: In the event any legal or equitable action is brought to enforce the terms of this Agreement for any damages alleged or to collect any sums due, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

17. Indemnification: Owner agrees to indemnify and hold harmless TREC from any and all damages, liabilities, claims, actions, losses, costs, or any other obligations or indebtedness arising from the presence of Owner's Horses(s), family members, guests or agents at TREC.

18. Personal Property: Trailers, tack or other personal property brought to and or left at TREC are at the risk of the Owner. TREC assumes no liability or responsibility for any missing, damaged, or stolen personal property.

19. Applicable Law and Venue: The contract shall be construed and governed by the law of the State of Oregon. The parties hereby stipulate and agree that the proper venue of any action brought by either party against the other shall be Deschutes County.

19. Entire Agreement: This is the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement and supercedes all prior understandings and agreements, whether written or oral among the parties.

20. Assignment: Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned.

21. Severability: If any provision of the Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any provision in any other respect and of the remaining provisions of the Agreement shall not be in any way impaired.

Three Rivers Equestrian Center, LLC:

Owner/Boarder:

Date: _____

Date: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

APPENDIX A

OWNER AND HORSE INFORMATION

Name of Owner: _____

Address: _____ City: _____ State: _____

Cell Phone: _____ Work Phone: _____ Home Phone: _____

E-Mail: _____ ODL: _____

Emergency Contact: _____ Phone: _____ Cell _____

Name of Horse:

Breed: _____ Age: _____ Sex: _____

Color: _____ Height: _____ Value: _____

Veterinarian: _____ Phone: _____

Name of Horse:

Breed: _____ Age: _____ Sex: _____

Color: _____ Height: _____ Value: _____

Veterinarian: _____ Phone: _____