

HORSE BOARDING AGREEMENT

Academy of Equestrian Arts, 2000 Friendly Grove Rd. NE, Olympia WA. 98501, hereinafter called "Stable/AEA," managed and owned by Debra Hutchings, hereby enters into this Agreement with the undersigned individuals, as owners, lesser/ lessees, or client, hereinafter called "Client." Client desires to stable his/her horse(s) at Academy of Equestrian Arts.

1. CLIENT Name (Print) _____

Street Address _____

City _____

Home Phone _____

E-Mail Address _____

Signature _____

Date _____

Mailing Address {if different) _____

State Zip _____

Work Phone _____

Cell Phone _____

Alternate Contact (Name and Phone#) _____

Academy of Equestrian Arts, and Client agree to the following, which are addressed more fully below and by attachments.

2. EFFECTIVE DATE: This agreement becomes effective upon receipt board payment in full. Client may not assign this Agreement unless the Stable agrees in writing.

3. HORSES: Client represents it is the owner, lessee or user of the following horse, the condition of which is warranted as described in Attachment
A. Any foals brought in with the horse, or in gestation, or born during the boarding, shall be, for all purposes, included within the term "horse" as used herein.

4. WARRANTIES BY CLIENT: Client warrants the horse is in good health and condition, and does not suffer from any communicable diseases. The horse is warranted to be effectively dewormed, current on immunizations for: West Nile Virus, Tetanus, Influenza, Rhino pneumonitis, and Encephalomyelitis, and will be kept so by Client while stabled. Client's horse(s) must be dewormed, every eight weeks through a rotation protocol, or provide Stable

Management with proof of negative fecal sample in place of deworming. Client shall show proof of such immunizations, and deworming schedule upon request by Stable management.

5. FARRIER, VETERINARY AND OTHER MEDICAL SERVICES: Client will pay all costs and charges of farriers, veterinarians and other medical services what may be incurred for the horse indicated in Section 3 while on AEA

premises or in its care or in transportation whether or not the services were incurred at the direction of AEA, as agent for Client. If for any reason AEA should pay for such services, Client shall immediately reimburse AEA.

In the event that the horse shall, in the judgment of AEA staff, require the services of a veterinarian, AEA is hereby authorized, as agent for Client, to call any veterinarian of AEA's choice, which Client will pay, or reimburse AEA thereof. This Agreement does not obligate AEA to order or provide veterinarian services, nor does AEA maintain a veterinarian on its staff. Accordingly, AEA has no duty to render any treatment or to call a veterinarian. In the event that veterinary treatment is obtained for Client's horse, AEA shall not be responsible for any consequences of any such aid or treatment or lack thereof.

6. BILLING STATEMENTS: Past due invoices (billings more than 30-days late) shall bear interest of 21% APR, in addition to a late fee of \$25 incurred by Client. Returned checks will be charged a \$50 fee, in addition to any late charges or interest incurred on past due invoices.

7. DELINQUENCY OF PAYMENT: In the event that AEA acquires the services of an attorney for the collection of outstanding charges or any other breach of the Agreement, Client expressly agrees to pay the costs and attorney's fees incurred as a result thereof. Venue for any proceedings arising by a dispute between these parties shall be in Thurston County.

8. PREMISES: Client acknowledges that he/she has inspected the premises and has determined them to be safe and acknowledges that Client's presence and his/her invitee or guests' presence at any time on AEA's premises is at their own risk. Client further acknowledges that no warranties or representations as to the condition of the premises have been made and Client agrees to adhere to all Rules and Regulations of AEA and agrees to ensure that any of his/her invitees or guests are aware of and comply with such policies and all signs at the AEA facilities.

9. MORTALITY AND MEDICAL INSURANCE: Client fully understands that risks of injury to the horse or loss of property are connected with boarding, training, conditioning, storage of personal property, etc., and such risks are to be borne by Client and if Client desires any insurance coverage for such risks, including, but not limited to: major medical, surgical or, mortality, it is the responsibility of Client to acquire such insurance. Client waives its insurers' right of subrogation against AEA.

10. LIMITATION OF LIABILITY: During the time that the horse designated in Section 3 is in the custody of AEA (including while at horse shows and in transportation to and from horse shows, clinics, and veterinarian hospitals), AEA shall not be liable for any sickness, disease, astray, theft, death or injury which may be suffered by Client, horse or third parties from any cause whatsoever except by the gross negligence of an AEA employee that constitutes a willful or wanton disregard for safety. This limitation of liability includes but is not limited to, any personal injury or death which the horse, Client, or third parties may sustain while on AEA's premises. In no case shall liability include anything for loss of use and the Stable's liability shall

be limited to the market value of the horse which is expressly limited to no more than \$1,000.00

Stable shall not be liable for any personal property left on the premises. Any damages or injuries occurring during the term of this Agreement must be reported to the Stable immediately.

RELEASE, HOLD HARMLESS, WAIVER AND PLEDGE: Client hereby releases, discharges and agrees to indemnify and hold harmless AEA, its owners, manager, agents, officers, employees, contractors, veterinarians and farriers, and successors of the foregoing, to the fullest extent allowed by law, from any claim, suit, expense or loss which arises out of the stabling of the horse designated in Section 3, or out of the ownership, use or handling of the horse while on the premises of AEA or while being transported by AEA or in its care, custody or control at a horse show, or out of Client's participation in activities at (or the use of) the premises of AEA or any trails or other areas accessible therefrom, Client's or Clients' wards', charges', children's, families, visitors' and agents' involvement in use, care, handling, approaching, riding, pasturing, transportation or exhibiting of any horses (including without limitation any horses or equipment or tack that may be provided by AEA), or the condition of the premises, horses, Equipment or tack at AEA or any trails or other areas accessible therefrom, except to the extent resulting from Gross negligence of a AEA employee that constitutes a willful or wanton disregard for safety. Client waives and releases subrogation claims of its medical, disability, property and liability insurers, and as security for this waiver, release and hold harmless as described under

RIDING HORSES AT OR FROM STABLE, Client grants and pledges as a security interest all money and proceeds arising from any such claim including insurance proceeds, trust and guardianship remainders and proceeds from testate or intestate succession which Client agrees not to relinquish or disclaim.

Client understands that AEA's liabilities as an equine activity sponsor are limited by Washington State law, at RCW 4.24.540 and otherwise, and Client intends AEA's rights under the Agreement to be in addition to those statutory limitations and not as a replacement for them.

11. RIDING HORSES AT OR FROM STABLE: Client is charged with the responsibility of requiring and obtaining and delivering to AEA a liability release on the form provided by AEA and entitled AEA Release of Liability and Hold Harmless Agreement, signed by anyone else who is not a signer of this Agreement before that person will be allowed to ride or drive Client's horse at or from the Stable, and for obtaining the signature of the parent or guardian of any such person who is a minor. Client is further charged with the responsibility of assuring that all such persons are familiar with, and comply with, AEA Rules and Regulations. Should Client cause or allow any person to interact or have contact with their horse while at the Stable, the entire liability for damage or injury shall be that of and assumed by Client, as described in this section and in Sections 13 and 14 above.

12. PERSONAL PROPERTY: AEA is not responsible for lost or stolen items. Other personal property of Client when left at the Stable, such as motor vehicles, horse trailers, saddles, and other equipment, shall be at the responsibility and risk of Client and not that of AEA.

13.. DAMAGE BY CLIENT OR CLIENT'S HORSE(S): Any damage, beyond normal wear and tear, to facility by Client's horse or due to neglect or intentional by Client, shall be billed to and paid for by Client within 10-days of presenting itemized invoice. Past due invoices will be handled in accordance to Terms #6 and #7.

14. REMOVAL OF HORSE: Client shall make arrangements with AEA prior to the horse's removal from the premises. Client shall submit a written 30 day notice of removal, and submit to the proprietor of Academy of Equestrian Arts. The 30 days will begin upon submission of said written notice. Client shall have paid all charges owing under this Agreement before the horse may be removed from premises. Client is responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining necessary blood tests, vaccinations, and health certificates.

15. LEASED HORSE ADDENDUM: If Client is the lessee of a horse boarded at the Stable, the stabling for which the owner/lesser has elected not to be responsible, because that is the responsibility of the lessee, the owner of the leased horse(s) shall sign the attached Leased Horse Addendum, which once signed, shall be a part of this Agreement, whether or not physically attached.

16. SUCCESSORS: This Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

17. RULES AND REGULATIONS: Client and Client's guests shall observe all rules and regulations posted by the Stable, as posted from time to time.

18. QUARANTINE: AEA reserves the right, at all times, to relocate any horse, within AEA, or to direct its immediate removal if, for any reason, it is reasonably determined that such horse poses a risk of communication of disease or injury or damage. Should Client learn of or suspect the horse has a communicable disease, that fact immediately shall be communicated in writing to AEA.

19. BASIC SAFETY: While mounted on a horse on Stable premises, at any time, the rider must wear properly secured ASTM/SEI F-1163 protective headgear. The Stable and its management does not claim that the use of said protective headgear will protect the rider under all circumstances, however, the use of safety equipment may help prevent or lessen the degree of an injury. While mounted on a horse with a saddle bearing stirrups, on Stable premises at any time, the rider must wear protective footwear with a heel and high enough to cover the ankle, to prevent the rider's foot from slipping through the stirrup at any time. Tennis shoes or like footwear is strongly discouraged while mounted on a horse at any time.

20. ENTIRE AGREEMENT: This agreement contains the entire understanding between the parties and supersedes any prior understands and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between the parties hereto or any of them, relating to the subject matter of this Agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

Client Name (Signature) _____

Date _____

Client Name (Print) _____

AEA: _____ Date: _____

Attachment A- Description of Horse and History

Registered Name: _____

Informal Name: _____ Age: _____ Height: _____ Sex: M/S/G

Breed: _____

Legal Owner Name: _____

Color Markings _____

Equine Insurance Company: Phone: _____

Policy#: _____ Please provide insurance card for posting.

Vet. (1st Choice): _____ Phone: _____

Vet. (2nd Choice): _____ Phone: _____

Farrier: _____ Phone: _____

Last date the following were administered:

Flu/Rhino: Tetanus: W. Nile: _____

Paste/Tube Deworming: _____

Pregnant? (Y/N) Due Date: _____

Significant past illnesses/ lameness (surgery, colic, flu, arthritic)?

Reaction or allergies to any known substances (alfalfa, Penicillin)?

Habits such as wind sucking, cribbing, weaving or excessive pawing?

Horse Owner's (Write "same" if same as Boarder.)

Name: _____

Address: _____

Home / Cell Phone: _____

Work Phone: _____