



MYSTIC
PASO FINO
RANCH

**Horse Boarding
Agreement**

This Horse Boarding Agreement (this "Agreement") is entered into as of _____ between Ron and Jackie Decker ("You") and _____ ("Participant or I"). All persons ("Participants") who ride horses or otherwise use the facilities at Mystic Paso Fino Ranch (the "Ranch") are, in addition to the terms and conditions of this Agreement, Participants in Ranch Activities and subject to the Ranch Rules attached to this Agreement, as they are modified from time to time.

1. RELEASE AND WAIVER REQUIRED. All Participants and guests to the Ranch property must first sign in with management and execute and deliver a release and waiver.

(a) Inherent Risks Around Horses. The Participant acknowledges the inherent risks which are involved in riding and working around horses. These risks may include, but are not limited to, damage to personal property, illness, bodily injury, trauma or death resulting from a fall or while riding or being in close proximity to horses. The Participant further understands that horses can and do injure themselves on fences and other objects found on the ranch and by fighting with other horses and that both horse and rider can be injured in the normal course of event while hacking, schooling or competing. The Participant accepts the danger involved to the Participant and her/his horse and assumes any and all risks of **INJURY, THEFT, LOSS OR DEATH** that may result from Participant boarding his/her horse in your facility or riding on your property or that of your neighbors who permit the Participant to ride on their property.

(b) Release and Agreement to Indemnify. Knowing this facts, the Participant agrees to indemnify, waive, defend, release, discharge and hold harmless Ron and Jackie Decker (owners of Mystic Paso Fino Ranch), and its employees and all other persons and organizations in any way connected with the events, property, riding activities, lessons or any other related activity and each of them (collectively "You") from all actions and any and all right, claim or liability for injury or damages which may occur to me or to any person that Participant permits to handle Participant's horse or your horses, and from any and all claims or demands Participant, or people Participant permits to handle Participant's horse or your horses, or any of Participant's or such persons' heirs, distributees, guardians, legal representatives or assigns (collectively "Me") now have or may hereafter have for injury or damage resulting from Participant's lessons, or use of your horses, facilities or equipment while on the premises of Ranch or trails, arenas, fairgrounds, or other equine activities accessible directly or by trailer from the Ranch. Participant further agrees to pay any legal fees You incur in defense of a claim by Me arising out of such activities.

(c) Subject to Equine Inherent Risk Law. The Participant acknowledges that Mystic Paso Fino Ranch is an equine facility and all activities on its grounds and the surrounding area are subject to the Equine Inherent Risk Law Oregon Revised Statutes 30.689. By Participant's presence on Mystic Paso Fino Ranch Participant has indicated that Participant has accepted the limits of liability resulting from inherent risks of equine activities. This is not a spectator area. All persons in this area will be regarded as participants and limited by the Inherent Risk Law.

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2. **BOARDING TERMS.** I am a Participant and I hereby agree to board my horse with the Ranch on the following terms and conditions:

(a) **Month to Month Boarding.** The boarding arrangement is month to month and I may terminate the boarding arrangement at the end of any month. You may terminate the boarding arrangement at any time, but you will refund any unearned boarding fee to me at the time of termination unless I am in violation of the Ranch Rules or another agreement with you. In the event of a default under this Agreement, the wronged party has the right to recover reasonable attorney's fees and court costs resulting from the failure of the other party to meet a material term of this Agreement. I cannot assign this Agreement unless you agree in writing.

(b) **Boarding Fees.** I understand that your current charge for stalls is \$225 a month for the 12x12 stalls with attached paddocks; and \$250 a month for the 12x14 foaling stall with attached paddock. Stall boarding fees include a tack closet where I may store my tack, clothes and horse care items, locked under my own padlock. As a result, you will not be responsible for missing or stolen items. When space is available, I may park one horse trailer with its hitch unlocked in the parking area designated at no additional cost. Boarding fees will be paid in advance, at the beginning of each month. You may change these fees on 30 days notice. If board is not paid on or before the fifth of the month, I understand that you may return my horse to me at your then current address for me.

(c) **Stalls.** I will board my horse in the ___ 12x12 stall; ___ the foaling stall. First priority for the foaling stall is for mares a month before their foaling due date and the 2-3 weeks thereafter when they need isolation from other horses. If I board my horse in the foaling stall, you will move my horse to another stall or paddock during that period and will refund the difference in fees.

(d) **Standard of Care.** You will, at your cost, have my horse's stall and paddock mucked and feed my horse grass hay twice a day and will provide such other services as I select and have agreed to pay for below.

(e) **Horse Owner Responsibilities.** I will visit my horse regularly. I understand that grooming my horse, feeding my horse any grain or supplements, blanketing or unblanketing my horse and keeping my blanket and tack clean and in good repair, doctoring, turn-outs in the pasture and exercising my horse are my responsibility, as are my horses shots, worming, and hoof care. I understand that I am responsible for any damage caused by my horse to stalls, walls, fences, waterers, or other Ranch facilities.

(f) **Additional Services.** However, I have requested that you perform the following **daily** services for me and I will pay the following additional costs for such services. Monthly fees (including grooming, supplemental feed and turnouts) are due and payable at the beginning of each month with my board; the remainder of the fees incurred will be billed at the end of the month and will be due and payable with the next month's board:

- ___ Grooming (consisting of brushing and cleaning the hooves) \$30 per month;
- ___ Feeding grain and/or supplements supplied by me \$5 per month;
- ___ Administering medications supplied by me \$2 per application;
- ___ Blanketing and unblanketing my horse with my blanket \$15 per month;

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- ___ Turnouts to the round pen (or to the pasture if it is dry enough) \$30 per month;
- ___ Exercising my horse _____ at \$5 per half hour or _____ at \$8 per hour; and
- ___ Other special services requested by me _____
\$ _____ per month.
- ___ Other special services requested by me _____
\$ _____ per month.

These service charges may be changed by you upon 30 days notice.

(g) **Right of Lien.** You have the right of lien as set forth in the law of the State of Oregon for the amount due for board and additional agreed upon services and have the right, without process of law, to retain said horse until the indebtedness is satisfactorily paid in full. Board and other service fees shall continue to accumulate during this period.

3. **HALTERS.** I will leave a halter and lead line for my horse on the paddock so that it can be moved in an emergency. I will not leave a halter on my horse while it is in your pasture, stall or paddocks. My horse must enter its stall through the paddock, not through the barn.

4. **CLEANUP AND LATCHING GATES.** If I use your round pen, I will pick up and dispose of any manure in the round pen at the end of the session. Similarly, if my horse drops manure in the vicinity of your facility, I will pick up and dispose of the manure. I will shut and latch all gates when entering and leaving the paddocks, pasture or your facility to prevent other horses from entering or leaving such areas.

5. **TRIMMING/SHOEING AND INOCULATIONS AND DE-WORMING.** I will present proof that my horse is current on its East/West Encephalitis, Tetanus, Potomac Horse Fever, Rhino, Influenza and West Nile and Strangles inoculations and de-worming within 90 days before I bring my horse onto your facility. You will post dates when the vet will be out to worm/vaccinate horses and the farrier out to trim and shoe horses. I agree to pay the expenses of getting my horse(s) wormed, vaccinated and trimmed or shod, including a charge of \$8 an hour or any part thereof, to be paid to you for handling my horse during such services if I am not present when they are handled by the vet or farrier.

6. **EMERGENCY CARE.** If emergency treatment is needed, you will attempt to contact me, but in the event I am not reached, you have the authority to secure emergency veterinary and/or farrier care as long as such care does not exceed \$_____. I agree to pay all such costs relating to this care and you are authorized as my agent to arrange billing directly to me.

7. **CHANGE IN CONTACT INFORMATION.** I agree to notify you within 72 hours of any change in my address, telephone numbers or email address so that you can contact me when needed.

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IN WITNESS WHEREOF, and in consideration of the above mutual promises and commitments made to each other, this Agreement is entered into as of _____.

HORSE OWNER

HORSE DESCRIPTION

_____	Name _____
(Print Name)	Color _____
_____	Sex _____
(Signature)	Height _____
_____	Breed _____
(Address)	Markings _____
_____	Tattoo # _____
(City, State, ZIP Code)	Chip Code # _____

_____	_____
(Primary email)	(Cell Phone)

_____	_____
(Home Telephone)	(Work Telephone)

(Vet Name and Telephone Number)

(Farrier Name and Telephone Number)

(Horse Trailer Make, Color & License)

Parent Signature: _____
(If Participant is under 18)

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Ron or Jackie Decker
4264 Beagle Road, White City, Oregon 97503
Telephone (541) 826-8400 email jackiedecker@aol.com