



MYSTIC HORSE BOARDING PASO FINO RANCH AGREEMENT - PADDOCK

This Horse Boarding Agreement (this "Agreement") is entered into as of _____, 20__ 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.

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

4264 Beagle Road, White City, Oregon 97503

(541) 826-8400 fax: (541) 826-7935

www.mystic-ranch.com jackieadecker@aol.com



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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 the partially covered paddock is \$250 a month, which includes hay, mucking, turnouts and feeding any grain or supplements that I provide in a rain and rodent proof container. When space is available, I may park one horse trailer with its hitch unlocked in the parking area designated at no additional cost. I will store my tack, clothes and/or horse care items in the tack closet of my horse trailer, secured as I see fit. As a result, you will not be responsible for missing or stolen items. 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) **Covered Paddock.** I will board my horse in the outside partially covered paddock.

(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, turn it out in the pasture (when it is dry) or arena or round pen (during wet weather) and feed any grain or supplements that I provide 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, blanketing or unblanketing my horse and keeping my blanket and tack clean and in good repair, doctoring, 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 and will promptly reimburse you for the cost to repair any such damages upon notification by you of the damage and cost of repair.

(f) **Additional Services.** I have requested that you perform the following services for me and I will pay the following additional costs for such services. Monthly fees (including grooming or exercising my horse) 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 5 days/week (consisting of brushing and cleaning the hooves) \$30 per month;
- Administering medications supplied by me \$2 per application;
- Blanketing and unblanketing my horse with my blanket \$15 per month;
- Exercising my horse at \$10 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.

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(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. I hereby grant you a lien in the amount of any unpaid fees owed to you against my horse and my trailer. If such amounts are not paid within 3 months of when due, and after sending me written notice to the last address you have for me, you may sell my horse and/ or trailer, recover your unpaid fees and expenses from sale proceeds and hold the balance obtained to be returned to me.

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.

4. **CLEANUP AND LATCHING GATES.** If I use your round pen or arena, I will pick up and dispose of any manure in the round pen or arena 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 directly to the farrier and/or vet, including a charge of \$10 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 at the numbers provided, 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.

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 # _____

Chip Code # _____

(City, State, ZIP Code)

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(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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