



## **BOARDING AGREEMENT**

This Boarding Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between Rogers Bandalero Ranch, LLC hereinafter referred to as the "Ranch," and the individual or individuals, \_\_\_\_\_ hereinafter referred to as "Owner."

- Fees.** Owner acknowledges and accepts those terms set forth in the Ranch's rate schedule in effect as of the Effective Date, whether said rates are daily, weekly, or monthly. Payment shall be made by Owner in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this Agreement shall be deemed reinstated at whatever rates applicable at the time of said return.

The boarding fee is due upon the first of the preceding month. In the event said payment is overdue by ten (10) days, Ranch shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Arizona. The initial monthly/weekly/daily (circle one) charge applicable to the services as set forth below shall be \$670 monthly/\$22.50 daily Barn Stall or \$525 monthly/ \$17.50 daily Mare Motel Stall.
- Term & Termination.** This Agreement shall be in effect from the Effective Date through the last day of the next full calendar month. It shall then automatically renew on the first day of each calendar month thereafter for successive one-month terms for so long as the Owner's horse(s) is being boarded by the Ranch or until the Ranch delivers notice of termination. The Ranch may terminate this Agreement at any time with seven (7) days' written notice. Owner may terminate this Agreement at any time and must provide thirty (30) days' written notice to terminate. Owner shall be solely responsible for removing the horse from the Ranch upon termination, and shall remain liable to Ranch for all fees incurred while the horse(s) were in Ranch's care.
- Description of Horse(s) to be Boarded.** Owner agrees to submit a fully complete Owner Information Sheet for each horse boarded upon execution of this Agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.
- Boarding Services.** Board shall include providing a stall for the horse(s), feeding two (2) times per day, cleaning the horse's stall at least once per day and providing fresh bedding as necessary, and granting access to the Ranch facilities to the Owner and their authorized users (as listed in the Information Sheet) for use of the horse during Ranch's operating. Owner acknowledges that he or she has inspected the stall that the horse(s) will be in and is satisfied that its safe and functional for use as intended. 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 until the horse is removed from the facility. THE PARTIES AGREE THAT THE STANDARD OF CARE APPLICABLE TO RANCH IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

5. Risk of Loss. DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF RANCH, RANCH SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF RANCH, ITS AGENTS, AND/OR EMPLOYEES. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Ranch's premises.
6. Insurance. The Owner acknowledges that Ranch does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Ranch are to be borne by the Owner. Ranch strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner. IN NO EVENT SHALL RANCH BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000), AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000). OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE RANCH WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.
7. Release of Liability & Indemnity. The Owner and all of Owner's guests or their guardians brought on Ranch grounds must sign the Ranch's liability waiver prior to engaging in any activity at the Ranch. The Owner on behalf of himself, any minors he 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 there from; 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. Emergency 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 phone number provided on the Information Sheet. 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 \$ 165.00 for the first hour and \$ 50.00 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, though such services may be available for a fee depending on the circumstances at the specific request of the Owner. Owner agrees to notify Ranch of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable for more than twenty-four hours, prior to departure Owner shall notify Ranch as to any changes in the afore-mentioned authorization with regard to the health, well-being, and/or medical treatment of the Horse(s).
9. Limitation of Actions. Any action or claim brought by Owner against Ranch for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.
10. 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. Owner agrees to regularly vaccinate and worm the horse and keep a current coggins 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 performing a coggins test, 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, One Hundred Dollars (\$100.00) for coggins test, and not to exceed One Hundred Sixty Dollars (\$160.00) 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. Vaccination clinics will be available to all boarded horses and owners/trainers will be advised of dates.

11. Ranch 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 other reasons, 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.
12. Property in Storage on Ranch's Premises. Owner may store certain tack and equipment on the premises of Ranch at no additional charge to Owner. However, Ranch shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Ranch as same is stored at the Owner's risk. Ranch shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. **No** vehicles and/or horse trailers may be stored on premises for any length of time.
13. 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 Pima 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 and supersedes any oral agreement or understanding the parties may have had prior to the Effective Date. This Agreement may be executed in counterparts. The parties agree that Ranch



may modify this Agreement with thirty (30) days' notice by delivering a change in terms to the Owner or by posting the changes in a conspicuous place at the Ranch facility. 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 shall detail on the Information Sheet to be incorporated herein by reference a description of the horse(s), it's 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 written below:

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER'S PARENT OR GUARDIAN SIGNATURE *(IF OWNER IS A MINOR)*

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_