



HORSE BOARDING CONTRACT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the ____ day of _____, 2021 made by and between Berry Creek Ranch LLC, hereinafter referred to as "BCR or STABLE", providing services as an independent contractor, located at 24335 Hwy 395 South Canyon City, Oregon 97820 and (Owner's name) _____ residing at (Owner's address) _____, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION

In consideration of \$ 200.00 per horse per month paid by OWNER in advance on the First day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis commencing _____, 2020. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month. Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

2. DESCRIPTION OF HORSE(S)

#1-Name:	#2- Name
Age:	Age
Color:	Color
Registration/Tattoo	Registration/Tattoo
Sex:	Sex
Breed:	Breed
Past injuries	Past Injuries
Temperament	Temperament

3. FEED AND FACILITIES

BCR agrees to provide the following, in addition to normal and reasonable care and Handling to maintain the health and well being of the horse (s). Fenced pastures with access to fresh water. Daily access to fresh grass or hay. Additionally supplements mineral blocks necessary for the well being of livestock are provided on a free choice basis. Because of our close proximity to the Strawberry Wilderness Owners acknowledge that predators and other wildlife can pose a threat to their horse for which BCR is not responsible.

4. VACCINATIONS

Upon arrival of horse to BCR proof of current tetanus, sleeping sickness, westnile and influenza vaccinations is requested. Tetanus and sleeping sickness and west nile vaccines are suggested once yearly .A negative current Coggins test is required for all horses arriving from out of state

5. RISK OF LOSS

During the time that the horse (s) is/are in the custody of BCR, BCR shall *not* be liable for any sickness, disease, theft, death or injury which may be suffered by the horse or its owners/user. This includes, but is not limited to, any personal injury or disability the horse or rider may receive while on BCR premises. OWNER fully understands and hereby acknowledges that BCR does not carry any insurance on any horse s) not owned by BCR, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of BCR, *are to be borne by OWNER.*

6. HOLD HARMLESS

OWNER agrees to hold BCR harmless from any claim resulting from damage or injury caused by said horse, OWNER or his/her guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by BCR in defense of such claims.

7. LIABILITY INSURANCE

OWNER warrants that he/she presently carries in full force and effect, and throughout the Period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability Insurance protecting OWNER and Berry Creek Ranch from any and all claim (s).

8. EMERGENCY CARE

BCR agrees to attempt to contact OWNER, at the following emergency telephone number (_____), should BCR feel that medical treatment is needed for said horse (s), provided however, that in the event the BCR is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by BCR or it' agents, BCR is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by providers of such care who are selected by BCR, as BCR determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that BCR is authorized to arrange direct billing by said care provider to the OWNER

9. BCR RULES

Owner hereby acknowledges receipt and understanding of the current BCR Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

No Dogs without prior approval. No smoking on ranch . No riding while intoxicated or under the influence or alcohol or controlled substances. Horses needing specialized veterinary care are prohibited from boarding without prior written approval from BCR. In the event of an injury or need for daily medical care provided by the BCR an additional fee may be charged. All specialized care shall be coordinated with the BCR

BCR may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in BCR's sole discretion, of OWNER or OWNER's guests and invitees to abide by BCR Rules may result in BCR declaring OWNER in default hereunder and result in termination of this agreement..

10. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 9 BCR Rules. Any payment due BCR under this AGREEMENT.

Payment for boarding and other fees agreed upon, shall be due and payable by the sixth day of the month and considered late after the tenth day of the month. Board and any other fees owing are due immediately in the event of termination or departure. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by BCR of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

11. ASSIGNMENT

This AGREEMENT may not be assigned by OWNER without the express written consent of BCR.

12. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to BCR as to the termination of this AGREEMENT.

13. RIGHT OF LIEN

OWNER is put on notice that BCR has and may assert and exercise a right of lien, as provided for by the laws of the State of Oregon for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees BCR shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and BCR can then sell horse (s) to recover its loss.

14. SPECIAL CARE – ONLY WITH PRIOR APPROVAL

Special Instructions to BCR on horses requiring specialized veterinary care and Initial of BCR Acknowledgement

_____ by_____ date____

15: BOARDER INFORMATION AND AKNOLWEDGEMENT OF CONTRACT

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Oregon.

Executed at _____ on the date set forth above.

By: _____

By: _____

Owner's Name: _____ Signature_____

Address: _____

City: _____

State: _____

Zip: _____

Day Phone : _____

Evening Phone : _____

Text or email current picture of horse to Berrycreekranch@centurytel.net Gordon's cell phone is 541 620 1539

