

SMOKE TREE RANCH

9723 E. Larkspur Drive, Scottsdale, AZ 85260

480-860-9579 Home

OWNER

HORSE NAME (S)

EMAIL ADDRESS

BOARDING/TRAINING/CARE AGREEMENT

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and between Smoke Tree Ranch LLC (Bill and Betty Beran), hereinafter referred to as “Stable” and the individual or individuals undersigned, and hereinafter referred to as “Owner”. This agreement includes and is applicable to leased property & stalls at neighboring ranches.

1. FEES AND TERMS

Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable, whether said rates are daily, weekly, or monthly. **Payment shall be issued in advance.** Owner agrees to pay Stable on delivery of horse and on or before the 1st of each month the amounts listed for the cost of boarding, feeding and maintaining the stall in which the horse is located, plus any additional services including, but not limited to, training, care, veterinary and farrier expenses. Any payment received later than the 10th of each month shall be subject to a late penalty fee of \$ 100. No board credit for horses leaving after the 20th of the month. Summer utility assessment from June through October \$75 per month. Board credits are given when horses are gone for at least 2 weeks to out of town shows only.

In the event the subject animal is removed from the premises for any reason and returned this Agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to notify Owner if the horse is deemed to be dangerous or undesirable for the Stable’s establishment. Owner shall be solely responsible for removing the horse immediately upon receipt of said notice and for payment of all fees prior to departure. If the animal is removed from the ranch property without specific permission with unpaid bills, owner shall be responsible for all legal fees required to obtain moneys due to STR in addition to all late fees and interest charges.

The boarding fee is due and payable upon the **first day of each month.** When any payment is overdue by thirty (30) days from the first day of the month, Stable 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. Bills not paid in 30 days will incur an additional 5% in interest fees, which will be accruable. Extra-ordinary damage to property (stalls, fencing, buildings, etc.) will be the responsibility of the horse owner, without exception.

2. DESCRIPTION OF HORSE 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 owned or leased by owner.

3. FEED, FACILITIES, AND SERVICES

Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animal. Stall cleaning is provided 7 days a week (twice daily). Feeding is provided 3 times a day (if needed) and includes quality alfalfa hay, grass hay and/or bermuda grass pellets. Owner has inspected the facilities and finds them in safe and proper order. Owner agrees to hold Stable harmless from any illness or potential death from oleander or any other plant on the property. The standard services to be provided herein and the charges therefore are as stated in the rate schedule and are subject to change at the Stable’s discretion.

4. RISK OF LOSS AND STANDARD OF CARE

During the time that the horse is in the care, custody, and control of the Stable, Stable shall not be liable for any sickness, disease, stray, theft, death, or injury which may be suffered by the horse, rider, visitor or horse owner or any other cause of action, whatsoever, arising out of, or being connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury or disability to the horse Owner, or Owner’s guest, that may occur on Stable premises or leased property.

The Owner fully understands that Stable does not carry any insurance on any horses 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 reason for which the horse in the possession of, and on the premises of Stable, are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse by Owner.

The standard of care applicable to Stable is that of ordinary care of a prudent horse owner and not as a compensated bailee.

In no event should the Stable be held liable to Owner for equine death or injury in an amount in excess of Five Hundred Dollars (\$500) per animal. Owner agrees to obtain equine insurance for any animal(s) valued in excess of Five Hundred Dollars (\$500) at Owner's expense, or forego any claim for amounts in excess of Five Hundred Dollars (\$500). Owner agrees to disclose this entire Agreement to Owner's insurance company and provide Stable with the company's name, address, and the policy number. Failure to disclose insurance information shall be at Owner's risk.

5. HOLD HARMLESS

Owner agrees to hold Stable harmless from any and all claims arising from damage, or injury caused by said horse to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities or vices of horse boarded with Stable.

6. EMERGENCY CARE

Stable agrees to attempt to contact the Owner should Stable feel that medical treatment is needed for said horse, but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency, veterinary, or farrier care required for the health and well-being of said horse. All costs of such care required for the health and well-being of said horse shall be paid by the Owner within fifteen (15) days from the date the Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to the Owner.

Stable shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic or other life-threatening illness, unless Stable is instructed herein or on Owner's information sheets by Owner, that the horse is not a surgical candidate.

Owner agrees to notify Stable of any and all changes of address, emergency telephone numbers, itineraries or other information reasonably necessary to contact the Owner in the event of an emergency. In the event Owner departs on vacation or is unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to health, well being and/or medical treatment of the horse.

7. LIMITATIONS OF ACTIONS

Any action or claim brought against the Stable for breach of this contract, or for loss due to negligence, must be brought within ninety (90) days of the date such claim or loss occurs.

8. SHOEING, WORMING, AND MEDICAL

Owner agrees to provide the necessary shoeing and deworming of the horse as is reasonably necessary at Owner's expense. The horse must be current on all vaccinations and dewormings at the time it is delivered to the Stable as evidenced by a current veterinary certificate. To be considered current, the veterinary certificate must have been issued within thirty (30) days prior to the horse's arrival at the Stable. Horses not accompanied by a current veterinary certificate will be vaccinated and/or dewormed upon arrival at the expense of the horse Owner.

Owner agrees to provide Stable with all health records with regard to the horse. Owner agrees to have horse dewormed and vaccinated on Stable's regular schedule within thirty (30) days from the date of such services or veterinary treatment. Stable is authorized to arrange for such treatment but is not obligated to do so. Such expense shall be the obligation of the Owner, and upon presentation by the Stable of the bill for services rendered, including service charges, such bill shall be paid within ten (10) days from the date the bill was submitted to the Owner.

9. OWNERSHIP----COGGINS TEST

Owner warrants that he/she owns the horse and will provide proof satisfactory to the Stable of a yearly negative Coggins Test upon request.

10. CHANGES OR TERMINATION OF THIS AGREEMENT

It is agreed by the parties that this Agreement may be changed or terminated by Stable at any time for any cause, and by either Party upon fourteen (14) days notice. If Owner fails to notify Stable fourteen (14) days prior to removal of horse, Owner shall compensate Stable for the balance of the notice period. All notices must be in writing unless otherwise agreed upon by the Parties. The receipt of updated rate schedules shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by the Stable, whether by postal mail or internet e-mail.

11. RULES AND REGULATIONS

The Owner agrees to abide by all the rules and regulations of the Stable and acknowledges receipt of same. Owner agrees to sign a Liability Release form and to abide by the rules in said liability clause. **NO DOGS SHALL BE BROUGHT ONTO THE RANCH.** In the event someone other than the Owner shall call for the horse, such person shall have written authority signed by Owner to obtain said horse. Gates will be closed at 8:00 p.m. Do not enter the ranch to ride or "visit" after the gates are closed.

12. RIGHT OF LIEN

The Owner is given notice that the Stable has the right of lien as set forth by the laws of the State of Arizona, for the amount due for board and keep of such horse, and also for storage and services. The Stable shall have the right, without process of law, to retain said horse and other property until the amount of said indebtedness is discharged. Stable also has the right to demand that all indebtedness be paid in cash, cashier's check or money order. However, Stable will not be obligated to retain and/or maintain the horse in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse. In the event Stable exercises Stable's lien rights as above-described for non-payment, this agreement shall constitute a Bill of Sale and authorization to process transfer applications for any breed registration as may be applicable to said horse upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure, as well as Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs, and other related expenses for which a minimum charge of two hundred and fifty dollars (\$250) will be assessed.

13. PROPERTY IN STORAGE ON STABLE'S PREMISES

Stable shall not be responsible for theft, loss, damage, or disappearance of any tack or equipment, or other property stored at the Stable, as same is stored at Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. **NO VEHICLES MAY BE STORED ON THE PROPERTY.**

14. ENTIRE AGREEMENT

This contract represents the entire Agreement between the Parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. The Contract is made and entered into in the State of the Stable's domicile, and shall be enforced and interpreted in accordance with the laws of said State.

15. ENFORCIBILITY OF AGREEMENT AND SEVERABILITY

In the event one or more parts of this Contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

16. COMMISSIONS

A commission fee of 10% minimum to 15% maximum will be charged on all sales, purchases and leases.

17. RATE SCHEDULE

Smoke Tree Ranch offers the following boarding options (rates are per month):

Box Stall with paddock at STR: \$900

Box Stall: \$800

Pony Box Stall: \$725.00

Smoke Tree Ranch will provide "Care" service for \$ 250 per month. This includes light grooming plus a minimum of one (1) hour per day in turn-out and/or appropriate use of the Eurowalker as needed. Smoke Tree Ranch will provide blanketing service in winter months included in the training fee. Horses not in training; \$50.00 per month. On in P.M. and off in A.M. as weather permits.

TO BE BILLED AT THE RATE OF _____ PER MONTH FOR _____
(Type of board)

Show name: _____ Age: _____ Breed: _____

Barn name: _____ Height: _____ Mare: _____ or Gelding: _____

Preferred veterinarian and phone number _____

Farrier and phone number _____

Insurance company _____

Insurance agent & phone number _____

Has horse ever had "colic" or "colic surgery"? _____ Any surgery? _____

Will you send your horse for surgery if needed? _____

Does your horse crib, kick, bite or have other stable vices? _____

Does your horse have food or medication allergies? _____

Does your horse have any general medical problems? _____

CONTRACT ACCEPTED BY:

Owner/Authorized Agent	Date of Birth for Juniors	Age Group for Adults
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Owner's Parent or Guardian (if Owner is a Minor)	Date
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Street Address	City	State	Zip Code
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Home Phone	Work Phone	Cell Phone
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Email Address	Emergency Contact Name	Phone Number
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Signature of Owner (or Authorized Agent)	Date
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Agent for Smoke Tree Ranch 9723 East Larkspur Drive Scottsdale, AZ 85260

Date