



OREGON HORSE CENTER

HORSE BOARDING AGREEMENT AND LIABILITY RELEASE

90751 PRAIRIE RD EUGENE OR 97402 (541) 689-9700

PLEASE FILL OUT A SEPARATE FORM FOR EACH HORSE YOU ARE BOARDING

OREGON HORSE CENTER, PRAIRIE ARENA AND R. MAJOR DEFOE Hereinafter known as "THIS STABLE":

THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR BOARDED HORSE(S). According to Oregon Law #30.689 and 30.691: It is the policy of the State of Oregon that no person shall be liable for damages sustained by another solely as a result of risks inherent in equine activity, insofar as those risks are, or should be, reasonably obvious, expected or necessary to the person injured. An equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine and, except as provided in subsection (2) of this section and ORS 30.693, no participant or participant's representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine.

IT IS HEREBY AGREED TO AS FOLLOWS:

- 1. **DEFINITIONS** The term "OWNER" shall herein refer to the owner, part owner, or lessee of the animals, which are contracted to be boarded under this Agreement. The terms "HORSE(S) and "ANIMALS(S)" shall herein refer to all equine species, and also to the specific animal(s) to which the agreement refers. The items "BOARD" and "BOARDING" shall herein refer to the provision for compensation of daily routine husbandry, food, and physical space for animals by a party who does not generally have financial interest in the animals. The term 'RIDER' shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I", "ME" or "MY" shall herein refer to the OWNER(S) or the parents or legal guardians thereof if a minor.
- 2. **SAFETY** This OWNER accepts all responsibility for their animal's safety while animal is boarded at THIS STABLE. Owner accepts THIS STABLE as it is presented upon move in. THIS STABLE is not responsible and will not be held responsible in any way for injury of horse(s) from anyevent, facility, fence or any other incident, object or area on or attached to the premises.
- 3. **AGREEMENT PURPOSE CONSIDERATION:** At the commencement of this agreement, OWNER agrees to pay the sum below. Monthly charges are to be paid in advance and are due on the first of each month. If boarder is residing less than a complete month, payment will be in full for no less than one full month. If the month begins and ends in two different months, the full month will be paid for up front.
- 4. **VETERINARY DISCLOSURE STATEMENT:** At the commencement of this agreement, OWNER agrees to allow STABLE access to any and all Veterinary information regarding boarded animal. This is true for any health concerns prior to boarding at this STABLE and during the animal(s) time boarded at this STABLE. OWNER must inform THIS STABLE immediately of any and all Veterinary care that animal is receiving. In addition OWNER must inform THIS STABLE immediately if equine is exhibiting any signs of illness: ie. nasal discharge, lack of appetite, noticeable swelling, temp. higher than 102 degrees.
- 5. **DISCLOSURE OF INFORMATION ABOUT HORSE(S) TO BE BOARDED** by THIS STABLE is hereby stated as follows: Must be filled out legibly and completely.

Owner Name _____ Tel # () _____ - _____

Address _____ City _____ State _____ Zip Code _____

Email _____

Name of Horse _____ Gender _____ Breed _____

Age _____ Color/Markings _____ Disclose Horse's Vices, Unique Habits _____

Use of horse (Show, Trail Riding) _____

Emergency Phone () _____ - _____ Name _____

Veterinarian _____ Tel # () _____ - _____

6. REQUIREMENTS PRIOR TO MOVE IN:

A. REFERENCES:

1. Name/Number of most recent facility boarded with: _____ Time of Boarding: Start _____ to End _____
 Tel # () _____ - _____ Name of reference(s) _____

2. Name/Number of prior facility boarded with: _____ Time of Boarding: Start _____ to End _____
 Tel # () _____ - _____ Name of reference(s) _____

B. SHOTS:

All Shot records must be received in office prior to animal entering THIS STABLE. All records must be either a written receipt or official vet statement showing vaccinations. NO VERBAL RECORDS WILL BE ACCEPTED. All vaccinations must be kept current during animals stay at THIS STABLE. If shot records are not current within 30 days of yearly due date, animal will need to be removed from THIS STABLE immediately.

~4 or 5 way (once a year, includes FLU vaccine and Rhino) must be given 14 days prior to moving into this stable. Date: _____

~Strangles (once a year, injection or nasal) must be given 14 days prior to moving into this stable. Date: _____

~Worming (Recommended every 2-3 months unless on a daily wormer or fecal count by veterinarian – no proof needed) Date: _____

If animal is determined to be exhibiting signs of an infectious ailment, OWNER will be required to move animal off property at the discretion of THIS STABLE to either a facility of owner's choice or to THIS STABLES isolation barn.

C. FEE SCHEDULE FOR BOARDING SERVICES: THIS STABLE shall provide OWNER with a fee schedule for boarding services in advance of the signing of this agreement, which shall become part of this agreement. OWNER shall pay THIS STABLE for boarding services as below checked:

_____ 1. SELF CARE BOARD: \$190.00 / MONTH (rate effective 1/1/2020) YOU PROVIDE HAY/GRAIN/SUPPLEMENTS/DAILY STALL/RUN CLEANING

~THIS STABLE will provide one matted stall.

~THIS STABLE will provide bedding to be used in stall only (not aisle or runs). OWNER is responsible for cleaning stall SEVEN days per week.

~THIS STABLE will feed your hay and grain in A.M. Feed must be set up the night before. If the feed is not set out the night before and previous arrangements have not been made with the office, there will be a \$5.00 per day charge for THIS STABLE to feed animal. OWNER is responsible for providing water for equine AT ALL TIMES.

~THIS STABLE will provide access to turnout paddocks, arenas and seasonal group pastures.

*If board payment is not received by the 5th of the month – a \$10 late fee for that month will be incurred.

_____ 3. ADDITIONAL OPTIONS – not included in Board (arrangements must be made 48 hours in advance):

_____ Turn out \$50 per month in OWNERS small private turnouts, NOT AVAILABLE FOR GROUP PASTURES.

_____ Stall with run \$30 per month (limited availability).

_____ Electrical charge for fan \$5.00 per month.

_____ Electrical charge for light/fan \$5.00 per month (no heat lamps).

TEMPORARY FULL CARE IS AVAILABLE – CONTACT YOUR BOARDING MANAGER FOR INFORMATION.

7. OWNER AGREES TO GIVE AT LEAST WRITTEN 30 DAYS NOTICE before they are to move out. If horse leaves THIS STABLE earlier, OWNER agrees to pay for the 30 days of boarding. OWNER agrees to clean stall, tack and hay areas upon leaving THIS STABLE. If OWNER fails to do so, OWNER will be charged a \$25 cleaning fee PER AREA.

8. THIS STABLE'S FEE SCHEDULE MAY CHANGE at any time as long as THIS STABLE gives OWNER no less than 30 days written notice. By Signing this form, owner agrees to entire written boarding agreement (2pages) and attached Facility Rules (1 page). If owner is found to not be adhering to all rules outlined in this agreement, THIS STABLE can require OWNER to move horse off of THIS STABLE's Property immediately. OWNER also agrees to verify that all people having contact with OWNER's equine have signed a riding release. Board is due and payable in advance each month. Other expenses are due when billed. All charges must be paid on a current basis. Horses will not be released from the stable unless bills are paid in full. If OWNER(S) fail to stay current on bills for 60 consecutive days THIS STABLE will consider it the OWNER(S) 30 DAY NOTICE of vacating THIS STABLE. Chapter 87 of the Oregon Revised Statutes will be followed in cases of delinquent accounts. This procedure allows the attachment and foreclosure of a lien against the horse and the sale of the horse upon foreclosure of the lien. OWNER(S) agrees to give a 30 day written notice to terminate this agreement, and will pay for the last 30 days. If Horse Owner does not keep account current, account will be turned into collection agency for collections.

HORSE OWNER'S NAME PRINTED: _____

HORSE OWNER'S SIGNATURE: _____ DATE: ____ / ____ / ____

OREGON HORSE CENTER FACILITY RULES

1. No smoking – Smoking is not allowed in any Oregon Horse Center building, including the boarding barns OR within 50 feet of any structure or riding area.
2. Dogs are not allowed in the boarding barns at any time. – Dogs are allowed in the main show barn, during events, but must be on a leash at all times.
3. Liability Release – Anyone who intends on riding or working a horse on the premises MUST sign a liability release. This includes all friends, family, and students. All boarders are responsible for getting a release signed by any person that will have contact with their horse. We have extra releases both in the office and in the front payment/drop box.
4. Pasture/ Turnouts – The panel turn out pens are available for boarder turnout. DO NOT leave your horse out overnight in the large pastures (mare or gelding). Turnout overnight is permitted in a personal paddock ONLY as long as it meets the following requirement: 3 strand 5ft tall (minimum) electric fence (MUST BE HOT) or 5ft tall (minimum) panel fencing. OWNER(S) take FULL responsibility for safety of their horses if they choose to leave them out overnight. Please do not turn horses out or set up pens near the drainage ditches.
5. Round Pens – The round pens are not to be used as turnout pens. Please adhere to a 20-minute time limit when working your horse. Do not leave your horse unattended.
6. Riding Outside – When the weather permits, boarders may ride in the front field along the NW expressway, and out in the back fields. Do not ride in the turn out pastures. Riding in the Eventing area is allowed but ANY and ALL use of ANY and ALL jumps, obstacles or other features associated with the course is NOT allowed unless under supervision of an instructor with instructor liability insurance AND with the permission of the Oregon Horse Center. Also, the orchards are off-limits, we do not have access to that area, and have been asked to keep horses out of there.
7. Arenas Use – Any of our arenas can be used by boarders as long as we do not have an event going on, or a ride group renting an arena. A weekly email is sent out to each boarder with a schedule of arena usage. The boarder arena will be open to boarders at all times unless notice is given by the OHC Office. We have five (5) arenas, so when you see instruction, or a group activity going on, working together, please be cognizant of the space people are using. There is plenty of room for all. Take it upon yourself to move to an arena not being utilized.
8. Supervision – Children 14 and under must have a parent or guardian with them on the premises. They must be PRESENT and attentive at all times while children are interacting with equines in any way.
9. Helmets – Helmets are optional, but Oregon Horse Center strongly recommends you always wear a helmet when riding. Helmets are REQUIRED for jumping regardless of age.
10. Barn Aisles – No riding in the Boarding Barn aisles – AT ANY TIME. Do not feed your horse in the aisle at any time.
11. Clean up after yourself – You are responsible to clean up after you and your horse whenever it is shod, trimmed, clipped, shaved, brushed, sprayed, thinned, or any other messy beautifying procedures. This includes cleaning up any piles in the aisle that may be left by your four-legged friend and the excess hay that may be left in front of your horse's stall.
12. Wash Racks – Never leave your horse alone while tied in the wash rack. Always clean up after your horse and make sure to turn the water off when you are finished so hoses do not break. DO NOT WASH MANURE DOWN THE DRAINS.
13. Cross Ties – Do not leave your horse alone in the barn while cross-tied or tied in the aisle. Do not pass by a cross-tied horse with another horse without first having owner's approval. Have owner release the cross-tie for you.
14. Tack & Hay Storage – Each stall is permitted only 1 pallet of space for hay storage and 1 saddle rack in the tack room. Please mark your space so everyone knows what is available.
15. Respect Others – No borrowing anyone's hay, grain, or any other item without prior permission from the owner.
16. Dumping – Do not dump hay, manure, or anything else anywhere besides the manure pile. When you dump at the manure pile always make sure you go as far back with your wheel barrow as possible. Do not put any garbage in the manure pile. Keeping the garbage out of the manure piles helps keep our cost for manure removal low, and we are able to keep boarding costs lower.
17. No Outside Horses – The only horses that are allowed in the boarding barns are those who are boarded here at OHC. No outside horses are allowed in the boarding barns at any time.
18. Bedding/ Sawdust use – Do not use OHC's bedding/sawdust in your horse trailers, in the barn aisles or in the runs/turn outs. The sawdust is for bedding boarder's stalls only. We have bales available for purchase if you need them for your trailer. Please call the office to arrange purchasing sawdust bales.
19. Stall Cleaning – OHC strongly recommends you clean your stall every day. This helps control flies and the smell, and keeps your horse clean. However please do not strip your stalls unless absolutely necessary, PICK your stalls instead and use sawdust conscientiously. By conserving shavings, we are able to keep boarding costs lower.
20. AM Feed – We have an AM feeder that will feed your horse in the morning. Always make sure your feed is set up in front of your stall in a container or wheelbarrow, and easily fed through the horse's stall window. Our morning feeder should never have to go into someone's stall to feed a hay or grain. If you have not made prior arrangements with the office and feed is not set out, we will feed and charge you \$5.00 for the feeding.
21. Board Payments – Board is due by the 5th of each month. Payments received after the 5th of the month will be charged at the rate of \$185.00 for self-care and \$365.00 for full care.
22. Thirty Day Notice –Thirty-day written notice must be given if you intend to move your horse off the premises. If you do not give thirty days notice you will be charged one additional month's board.
23. Parking – All parking is first come first serve. Please leave the handicap spots available for those who need them.
24. Speed Limit – Please adhere to a 10 mph speed limit when driving on OHC property. We need to protect our horses and their people. 25. OHC reserves the right to ask any boarder (and their horse) to move off of the premises without advance notice.

IN AN EFFORT TO PROMOTE SAFETY FOR EVERY PERSON RIDING AT OHC, WE WILL ADHERE TO THE ABOVE RULES.

Owner Signature: _____ Date: _____ Stall Number: _____

