



**Trinity Eventing, Inc.
Boarding Agreement**

Witness this agreement this _____ day of _____, 20____, by and between Jennifer Wooten and Trinity Eventing, Inc., hereinafter referred to as "Trainer" and _____, hereinafter referred to as "Owner," and if Owner is a minor, Owner's Parent or guardian.

OWNER INFORMATION

Name _____

Address _____

Daytime Phone _____

Evening Phone _____

Mobile Phone _____

E-mail _____

Veterinarian

Farrier

Emergency Contact

MANAGER INFORMATION

Jennifer Wooten, Trinity Eventing, Inc.
24780 S Beaver Creek Rd., Beaver Creek, OR 97042
Mobile Phone 805 588 7600
trinitythreeday@gmail.com

HORSE INFORMATION

Barn Name of Horse _____

Registered Name of Horse _____

Age _____ Color _____ Sex _____

Breed _____ Association / Number _____

Current Insurer Carrier _____

Policy # _____

Insurer Emergency Phone # _____

Disclose Horse's vices, unique habits, limitations, previous injuries, health concerns, etc. Can attach additional sheets to this Agreement as necessary.

Attach proof of negative Coggins test within last 12 months, record of vaccination for Rabies Virus within last 12 months, record of vaccination for Tetanus, Influenza, Rhinopneumonitis, Eastern & Western Encephalomyelitis, and West Nile within the last 6 months, and negative fecal egg count test results or proof of deworming within the last 6 months. Owner is required to submit current copies of all of the above-mentioned vaccines, tests, and deworming procedures for the duration of the Boarding Agreement.

The Owner fully understands that Manager does not carry any insurance on any horse(s) 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 are to be borne by the Owner. Manager strongly recommends equine medical and mortality insurance be obtained applicable to the subject horse(s) by Owner.

1) FEES, TERM, AND LOCATION. Owner acknowledges and accepts those terms set forth in the rate schedule as issued by Manager. Payment shall be issued in accordance with that rate schedule on a timely basis.

- 1) In the event the subject horse 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. Manager reserves the right to notify Owner within seven (7) days of the horse's arrival if the horse, in Manager's opinion, is deemed to be dangerous or undesirable for Manager's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees. The boarding fee is due upon the first of the preceding month.
- 2) Any charges not paid within five (5) days of the due date shall be subject to a \$50 per day late fee. In the event said payment is overdue by fifteen (15) days, Manager shall be entitled to exert a lien against said horse, and the property upon the premises as 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 Oregon.
- 3) The fee for boarding and care services as described below will be \$_____ per month. Fees are subject to change. Notification by posting in common area on premises, written notice, email, text message, or other written electronic means shall constitute adequate notice of any and all rate changes or regulation changes as may be deemed appropriate by Manager.

2) RIGHT OF LIEN. The Owner is given notice that the Manager has a right of lien as set forth in the laws of the State of Oregon, for the amount due for the boarding of such horse(s), and also for and other services rendered, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, the Manager will not be obligated to retain and / or maintain the horse(s) in question in the event amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event the Manager exercises their 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(s) upon affidavit by Manager's representatives setting forth the material facts of the default and foreclosures as well as Manager'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.

- 3) FEED, FACILITIES, AND SERVICES. Manager agrees to provide adequate water, hay, and facilities for normal and reasonable care required to maintain the health and well-being of the animals. Owner acknowledges Owner has inspected the facilities and finds the same in safe and proper order. Owner will provide additional feed (grain / concentrates), dietary supplements, veterinary and farrier care. The standard services to be provided herein and the charges therefore are as posted on the premises and are subject to change at Manager's discretion. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

- 4) VETERINARIAN, SHOEING, AND RELATED SERVICES. Owner assumes responsibility for arranging veterinarian and farrier services as necessary. Owner will use a veterinarian and Farrier of their choice to provide ordinary and necessary care. However, if Owner is unavailable, Manager will engage their choice. All veterinarian, farrier, and other expenses shall be paid by Owner, as further described herein. Owner agrees to provide Manager with all health records with regards to the horse(s). Owner agrees to have the horse(s) dewormed and vaccinated on a regular schedule as described above, and in the event same is not accomplished and proof of same presented to manager within seven (7) days from the date of such services or veterinary treatment, Manager is authorized to arrange for such treatment, but not obligated to do so; such expense for same shall be the obligation of Owner, and upon presentation by Manager of the bill for such services rendered, including service charges, such bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner. Manager reserves the right to refuse any horse for service if same does not appear to Manager to be in good health, or is deemed dangerous or undesirable. Owner may *not* have an independent instructor or trainer on the premises without express consent of the Manager. In the event that consent is given, any instructors or trainers will be required to provide a copy of their professional liability insurance, and name Jennifer Wooten and Trinity Eventing, Inc. as additionally insured.

- 5) EMERGENCY CARE. Manager agrees to contact Owner should Manager determine veterinary treatment is needed for said horse(s), but if Manager is unable to contact Owner, Manager is then authorized to secure emergency veterinary and farrier care required for the health and well-being of said horse(s). Manager is authorized, as Owner's agent, to arrange direct billing to Owner. Manager shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illnesses, unless Manager is instructed herein by Owner that the horse(s) is / are not surgical candidates. Owner agrees to notify Manager of any and all changes of address, emergency telephone numbers, itineraries, and other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Manager as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and / or medical treatment of the horse(s).

Extent of emergency care desired and authorized monetary limit:

6) RISK OF LOSS AND STANDARD OF CARE. During the time that the horse(s) is / are in custody of Manager, Manager shall not be liable for any sickness, disease, 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 care and / or handling of said horse(s). This includes but is not limited to any personal injury or disability the horse Owner, or Owner's guest, may receive. The Owner fully understands that Manager does not carry any insurance on any horses not owned by the Manager 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 the Manager are to be borne by the Owner. The standard of care applicable to Manager is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall Manager be held liable to Owner for equine death or injury, Owner agrees to obtain equine insurance for any animals, at Owner's expense, or forego any claim for any amount. Owner agrees to disclose this entire agreement to Owner's insurance company and provide Manager with the company's name, address, and policy number. Failure to obtain or disclose insurance information shall be at Owner's risk.

7) PROPERTY IN STORAGE ON PREMISES. Owner may store certain tack, trailer, and equipment as described below on the premises at no additional charge to Owner. However, Manager shall not be responsible for the theft, loss, damage, or disappearance of any tack or equipment or other property stored at the facility as same is stored at the Owner's risk. Owner may store one (1) horse trailer, one (1) set of tack (saddle, bridle), and one (1) tack trunk per boarded horse. Equipment must be stored in designated areas as directed by the manager. No additional tack or equipment may be stored on Manager's premises without express consent of Manager.

8) RULES & REGULATIONS. The Owner agrees to abide by all the rules and regulations of the Manager. Rules shall be posted in a common area on the premises, as well as those listed in this agreement. Failure to abide by rules and regulations of the manager and the facility are sufficient cause to terminate this agreement.

9) INHERENT RISKS AND ASSUMPTION OF RISK. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on that may result in an injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions, collisions, with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. Owner expressly releases Manager from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Manager or its representatives, agents, or employees.

10) HOLD HARMLESS. Owner agrees to hold Manager or its representatives, agents, or employees harmless from any and all claims arising from damage or injury caused by owners horse(s) to anyone, and defend Manager from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Manager. Owner agrees

to sign and have any guests who may enter the premises sign an Equine Activity Agreement and Liability Release with Trinity Eventing, Inc. and Jennifer Wooten.

11) SAFETY GEAR. Owner agrees to wear an ASTM / SEI approved helmet, fitted in a manner deemed appropriate by manufacturer recommendation at all times while riding or longing a horse. I understand that it is my sole responsibility to provide, wear, and fit the helmet appropriately and the Manager will not be held liable for any failure to wear, improper fit, defects or malfunctions in safety headgear. Owner furthermore agrees to wear long pants made of durable material and close-toed, sturdy leather (or leather-like material) footwear that covers the entire foot and ankle at all times when in the presence of a horse. When riding footwear must meet aforementioned requirements as well as have a heel of at least one-half inch (0.5") and no more than two inches (2.0"). Gloves are recommended when riding, longing, or leading any equine. ASTM approved body protection vests are required when cross country riding as per industry norms and standards.

12) PHOTO, VIDEO, AND AUDIO CONSENT. Owner consents to permission to use theirs and their horse's name, likeness, image, voice, and / or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like. Owner agrees that Jennifer Wooten and Trinity Eventing, Inc. has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose. These uses include, but are not limited to, illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. Owner acknowledges that they will not receive any compensation, etc. for the use of such images, pictures, etc., and hereby releases Jennifer Wooten and Trinity Eventing, Inc. and / or agents and assigns from and all claims which arise out of or are in any way connected with such use.

13) CHANGES OR TERMINATION OF THIS AGREEMENT. It is agreed by the parties that this Agreement may be changed or terminated by the Manager upon thirty (30) days' notice. Notices issued in writing, posting in common area on premise, email, text message, or other written electronic means shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Manager, and may serve as sufficient notice by either party of the termination of this Agreement.

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. This contract is made and entered into in the State of Oregon, County of Clackamas, and shall be enforced and interpreted in accordance with the laws of said State.

15) ENFORCEABILITY OF CONTRACT & 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.

I am of legal age and competent to contract in my own name. I am the legal owner of the horse to be contracted in this agreement. I have read this contract before signing and fully understand the contents, meaning, and impact of this agreement and release. I am freely and voluntarily entering into this agreement.

Signature of Owner:

_____ Date: _____

Printed Name:

Signature of Trainer:

_____ Date: _____

Printed Name:
