

## Stable Boarding Agreement

The Mercer Island Equestrian Club, Inc d.b.a. Mercer Island Saddle Club (MISC) and the member identified below (Member) enter into the following boarding agreement:

Member's Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (Day) \_\_\_\_\_ (Night) \_\_\_\_\_ (Cell) \_\_\_\_\_

Horse's Name \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_

Vet's Name \_\_\_\_\_ Phone \_\_\_\_\_

Health or Manner Problems \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Terms and Conditions:

1. **RENT:** Rent is \$ \_\_\_\_\_ a month, payable to MISC at P.O. Box 354, Mercer Island, WA 98040, or deposited into the locked Payment Box at MISC. If rent is not paid in full by the seventh day of the month, a late charge of ten percent (10%) shall be due in addition to the monthly rent. If full payment is not received by the 15<sup>th</sup>, MISC may elect to cancel the tenancy and take all rights under the agister's lien, RCW 60.56 or take such other action as allowed by law.
2. **STALL INITIATION FEE:** A one-time nonrefundable stall initiation fee of \$150 will be required when Member takes possession of a permanent stall space. The fee will be put in the general account by the Treasurer.
3. **MEDICAL POLICY:** A Medical Policy shall be attached to this boarding contract certifying the horse's health, vaccinations, and plans for health maintenance.
4. **SUBLETTING, STALL OCCUPANCY, IMPROVEMENTS:** Subletting is allowed only as agreed to and arranged by the Barn Manager, pursuant to the Bylaws and Rules of MISC. Member has no right to a particular stall, even though Member's horse may have occupied that stall for a period of time. The barn manager may assign Member's horse to different stalls at different times, depending on the compatibility of all horses and other factors. Improvements to the stalls shall be made at the Member's expense and shall immediately become the property of MISC. Member shall not make changes to the property that affect the structure of the property without advance permission of the Barn Manager.
5. **CHANGE IN RENT:** MISC may adjust rental fees as needed after giving Member twenty (20) days advance written notice of the adjustment.
6. **OCCUPANCY:** Each stall is to be occupied by one horse only.

**7. SPECIFIC MEMBER RESPONSIBILITIES:**

**Member shall:**

- a. Become and continue to be a member in good standing of the MISC during the entire tenancy.
- b. Abide by the Bylaws, rules and regulation of the MISC and all posted barn rules.
- c. Keep the stall, paddock, and water buckets clean on a daily basis.
- d. Have regular preventative veterinary care, in compliance with the MISC medical policy. Member shall provide the name of the veterinarian to the Barn Manager as well as provide a guide for emergency care in the Member's absence. Member will be responsible for all veterinary and farrier bills for the horse.
- e. Participate in shared duties as assigned, e.g. cleaning the tack room, sweeping the manure ramp, etc.
- f. Have all persons who ride Member's horse sign a hold harmless agreement **before** riding that holds MISC harmless as provided in Paragraph 10 below.

**8. MISC RESPONSIBILITIES:**

MISC shall:

- a. Furnish clean water for the horse.
- b. Furnish a maximum of six flakes of hay and a ration of grain per day for each stabled horse. MISC feeds twice daily, morning and evening. Mid-day feeding is done on a volunteer basis Monday through Friday, but is not guaranteed. Owners are responsible for mid-day feedings on Saturday and Sunday.
- c. Provide storage locker for the tack for one horse (Member must provide lock). MISC is not responsible for lost or stolen items. Member is responsible for keeping the lockers locked and secured. Trailers and other personal property left at MISC shall be at the risk of the Member.
- d. If the horse becomes ill or is injured, MISC shall make reasonable effort to notify Member or Member's veterinarian for instructions regarding care or action. If the Member cannot be reached and horse requires immediate care, the MISC shall have the right to use its best judgment as to the course of action to be taken for the welfare of the horse, and Member agrees that it will take no action against the MISC or anyone acting for it in relation to the actions taken. Further, Member agrees to be financially responsible for and to pay for all care rendered for his or her horse pursuant to this paragraph.

**9. ACCEPTANCE OF FACILITIES:** Member has inspected MISC's premises and approves the facilities and grounds as adequate and appropriate for the safety of Member, his/her horse, guests, children, tack, and trailers. Member agrees to notify MISC of any condition that Member believes may cause a safety or other hazard.

**10. RISK OF LOSS:** While Member's horse is boarded at MISC, MISC shall not be liable for any sickness, disease, theft, death or injury suffered by the horse or other cause of action arising from or connected to the tenancy. All risks are assumed by the Member, as more fully provided below.

**11. RELEASE, HOLD HARMLESS, INDEMNITY:** Member individually, and on behalf of Member's children, family, guests, agents (hereinafter "Releasers") accepts responsibility for and specifically releases MISC and the Pioneer Park Youth Club and their members, agents, employees, officers, shareholders, and others, and trainers from any and all liability for claims relating to bodily and property damage, injury, loss of life or other claim. Member agrees to

maintain adequate accident/medical, liability and property damage insurance. Member agrees to obtain a release, hold harmless and indemnity waiver from any and all of his/her family, guests, agents, or invitees who visit or use the Property. To the extent that such release, hold harmless and indemnity waiver is not obtained or is not obtainable, Member agrees to hold harmless and indemnify MISC and the Pioneer Park Youth Club and their members, agents, employees, officers, shareholders, and others and trainers against any and all claims arising out of or connected with their presence or the presence of their animals on the Property, including claims by Member's children, family, guests, agents, and invitees.

12. **TERMINATION:** Either party shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice to the other. Provided, however, MISC may terminate this Agreement in the exercise of its reasonable judgment for failure of the Member to follow the Bylaws, rules and regulations of the MISC, or for Member's breach of this Agreement.

13. **RULES AND REGULATION:** Member and their guests shall observe all Bylaws, rules and regulations of the MISC.

14. **LESSONS AND TRAINING:** MISC is not responsible for the conduct or obligation of individuals who may provide lessons and training for Member. All trainers and other persons providing services to Members do so without any endorsement of MISC. They are not employees or agents of MISC.

15. **ATTORNEY'S FEES:** The prevailing party shall be entitled to an award of attorney's fees by a court in any proceeding to enforce or defend their respective rights under this Agreement.

16. **ENTIRE AGREEMENT:** This agreement constitutes the entire contract between the Member and the MISC, superseding all prior agreements between the parties with respect to this subject.

Dated this \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

Member \_\_\_\_\_

Mercer Island Saddle Club, by: \_\_\_\_\_

(July 2006)