

# Sharkey Farm

## Boarding Agreement

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ made by and between

**Farm (Herein referred to as STABLE):**

Sharkey Farm  
Kate and Chris Sharkey  
36521 SE 94th Street  
Snoqualmie, WA 98065  
(425) 736-0245  
kjsharkey1@gmail.com

**Horse Owner (herein referred to as OWNER):**

Contact Name: .....  
Address: .....  
City/State/Zip: .....  
Phone: .....  
E-mail: .....

These parties warrant that they have the right to enter into this AGREEMENT.

**1. FEES, TERMS AND LOCATION**

In consideration of \$ 400.00 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 ..... 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 after the 10th of the month incur a fee of \$25.00. Outstanding bills will incur a fee of \$25.00 for every 10 days thereafter.

**2. DESCRIPTION OF HORSE(S)**

Name: .....  
Age: .....  
Color: .....  
Sex: .....  
Breed: .....  
USEF Number (if applicable): .....  
Insurance Carrier, Policy and phone number (if applicable):  
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**3. FEED AND FACILITIES**

STABLE 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).

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#### **4. VACCINATIONS**

OWNER understands that STABLE has recommended that all horses be vaccinated, but that it is the responsibility of the OWNER to ensure that the horse is up to date on all vaccines and veterinary care.

#### **5. RISK OF LOSS**

During the time that the horse (s) is/are in the custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse s) not owned by STABLE, 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 STABLE, are to be borne by OWNER.

#### **6. HOLD HARMLESS**

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims. OWNER agrees that any persons, including themselves, will have a current liability waiver on record at STABLE.

#### **7. LIABILITY INSURANCE**

STABLE recommends that the OWNER carry private liability insurance covering their horse. This is the responsibility of the OWNER to procure.

#### **8. EMERGENCY CARE**

STABLE agrees to attempt to contact OWNER and OWNER's representatives per the EMERGENCY DIRECTIVES form, should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE 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 STABLE is authorized to arrange direct billing by said care provider to the OWNER.

#### **9. STABLE RULES**

Owner hereby acknowledges receipt and understanding of the current STABLE 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 (see attached form). STABLE 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 STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE 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 Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE 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 STABLE.

**12. NOTICE OF TERMINATION**

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

**13. RIGHT OF LIEN**

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Washington 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 STABLE 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 STABLE can then sell horse (s) to recover its loss.

**14. Special Instructions to STABLE**

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**THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Washington.**

OWNER (SIGNATURE):..... DATE: .....

STABLE (SIGNATURE):..... DATE: .....