

**Cocolalla Ranch Boarding Agreement**

**Bucking Horse Lane, Cocolalla, Idaho 83813**

**Owner: Natural Guardian, LLC**

**Manager: Cocolalla Ranch, LLC, Todd Gibb (208)290-1457 & (208)290-1456**

Horse Owner: \_\_\_\_\_

Owners Mailing address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Horse Name: \_\_\_\_\_

Breed/Color: \_\_\_\_\_

Veterinarian: \_\_\_\_\_

Vet Daytime#: \_\_\_\_\_

Vet Emergency#: \_\_\_\_\_

Emergency contact#: \_\_\_\_\_

\_\_\_\_\_1.Horse Owner agrees to pay board on a stall of \$\_\_\_\_\_per month (“Boarding Fee”), payable in advance. Lease to be renewable on a monthly basis. Horse Owner understands that the quoted sum above for the lease of said stall is a flexible one and may be raised at the Owner’s discretion with a 30-day notice.

\_\_\_\_\_2. Horse Owner understands and agrees that it shall make payment for the lease of said stall on the first day of each month. If said payment is not made within 5 days, action may be taken. An additional fee of \$5 per day will be added to the Boarding Fee, until the Boarding Fee is paid in full. If the Boarding Fee is not paid within 60 days, pursuant Idaho law, horse(s) will be confiscated and sold and the outstanding debt will be paid with interest. Horse Owner also understands and agrees that possession of the horse can only be re-obtained when the Owner has paid in full.

All costs incurred collecting delinquent charges, attorney's fees and court costs shall be the responsibility of the Horse Owner.

\_\_\_\_\_3. Horse Owner agrees to provide the Owner with 30-day written notice of its intent to terminate this Agreement no later than the first of the month. Horse Owner also understands and agrees that if the horse is removed from the premises for any length of time, will not impact this Agreement and no refund shall be made for the time horse is removed. There shall be no pro-rating of the board should a horse leave at any time during the month. This Agreement shall terminate on the last day of the month.

\_\_\_\_\_4. Horse Owner understands and agrees that it will make payment to Owner for damage to said premises it may cause or that may be caused by its horse, beyond reasonable wear and tear.

\_\_\_\_\_5. Horse Owner understands and agrees that only the Cocolalla Ranch staff feed, water and clean stalls. Horses will be fed a minimum of twice daily 8 - 10 lbs of good quality grass hay and clean and ample water will be provided at all times. Cocolalla Ranch staff will clean stalls daily (except Sunday) and turn horses out for exercise either in the indoor arena or outdoor runs. If this service is NOT wanted, please check here\_\_\_\_\_. If a turn out is not wanted then the horse **must** be exercised by the Horse Owner 3 times per week. There will be a fee thereafter for more services, i.e. grooming or any special feed or meds. If the Horse Owner chooses to use these extra services, the horse must be well-behaved and the Horse Owner must accept responsibility for an injury or damage to property or staff.

\_\_\_\_\_6. Horse Owner understands and agrees that it will not hold the Owner or Manager responsible for any disease, illness, injury or death to its horse, itself or to its friends, relatives or acquaintances on Owner's property, incurred by water, electricity, snow, ice, hail, fire, building structure, building structure default, wind, act of carelessness, negligence, vandalism or misjudgment or any other act of God.

\_\_\_\_\_7. Horse Owner understands and agrees that Manager and Owner shall not be liable for any injury or damage to any property should said horse escape from the enclosure or while on the property.

\_\_\_\_\_8. Horse Owner does hereby give permission to the Manager to call the Veterinarian or the Veterinarian on call. Manager will contact Horse Owner, if possible, if the Manager feels that a Veterinarian is necessary, due to accident, injury or illness. Horse Owner also understands that services rendered by the Veterinarian will be at its expense. If the Horse Owner cannot be reached, the Manager is authorized to allow the Veterinarian to spend \$\_\_\_\_\_. If the cost is estimated to go over this amount, Manager is not authorized to have the Veterinarian continue medical services and the horse may have to be put down. Horse Owner is responsible for any Veterinarian costs and will pay them directly to the Veterinarian. Horse Owner understands and agrees to provide Owner with a copy of a brand inspection for file, if applicable.

\_\_\_\_\_9. Horse Owner understands and agrees that the tack room is to be kept clean by the boarders.

It is not the responsibility of Manager. There is ONE (1) saddle rack available per horse. Horse Owner is not authorized to use more than ONE. Tack rooms are for saddle, bridle, and grooming equipment. This is not to store all of your horse's gear. We will allow you to park your horse trailer in a designated area to use as your own tack room.

\_\_\_\_\_ 10. Horse Owner understands and agrees that there is absolutely **NO SMOKING** or chewing tobacco, alcohol, or drugs use on the property. Horse Owner also understands that **NO DOGS are ALLOWED**. If this is not followed it will be grounds for immediate termination.

\_\_\_\_\_ 11. Horse Owner understands and agrees that if it brings a guest it is responsible for that guest and will make sure that its guest understands and follows the rules.

\_\_\_\_\_ 12. Horse Owner understands and agrees that children will be supervised **AT ALL TIMES** and that there are to be **NO** unaccompanied minors. Anyone under the age of 18 must wear a helmet while riding on the property. This includes riding on trails.

\_\_\_\_\_ 13. Horse Owner understands and agrees that it can use the arena and the central gate. If there are loose horse/s out in the arena then the Horse Owner must wait its turn. There will be a 10-minute limit on turnouts if there are people waiting to ride. Horse Owners will not stand on fences in the arena, stalls, around pens or any other fences. Horse Owner agrees that it will not feed other horses. Horse Owner will take halters OFF the horse when in the stall. Horse Owner agrees to not leave my horse(s) unsupervised in the arena. Horse Owner will NOT saddle up in the stalls. Horse Owner will stay out of other horse trailers and not ask to ride other horses. Horse Owner will not take anyone else's horse out of the stall. Manager can move a horse to a different stall without notice. Horse Owner understands that the arena may not always be available and that Manager has the first option for lessons or to turn our horses. Horse Owner will **ALWAYS** shut the gate(s) and shut off the lights.

\_\_\_\_\_ 14. Horse Owner understands and agrees that if its horse requires extra feed/grain or medicine, there will be a fee if the Manager is asked to do this on a daily basis.

\_\_\_\_\_ 15. Horse Owner agrees to hold Manager and Owner harmless from any and all claims arising from damage or injury caused by its horse(s) to anyone, and agrees to defend Manager and Owner from any such claims.

\_\_\_\_\_ 16. Horse Owner understands and agrees that there will be a sign -up sheet and times for turnouts in the arena. There will also be a sign-up sheet for the round pen and outdoor arena and trails.

\_\_\_\_\_17. Horse Owner understands that Manager and Owner, **DO NOT** carry any insurance on horse(s) not owned by it for boarding or for any other purpose, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with the boarding or for any other reason for which the horse(s) in the possession of, and on the premises of, are to be borne by the owner.

\_\_\_\_\_18. Horse Owner acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with the participation in such activities. The inherent risks include, but are not limited to; the propensity of equines to behave in ways such as, biting, running, kicking, bucking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm or even death to the persons on the ground or around them; the unpredictability of 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 manner that may contribute to injury to the participant or others, such as failing to remain in control over the animal and not acting within such participant's ability.

\_\_\_\_\_19. Horse Owner understands that Manager and Owner have the right to remove any problem horse that has issues with excessive cribbing, wood chewing, biting, kicking, aggression and or any other bad behavior. Please be advised the horse owner will be asked to remove said horse from premises and will be required to pay for all damages. No refunds will be given.

\_\_\_\_\_20. Horse Owner expressly releases Manager and Owner from any and all claims for personal injury or property damage, even if caused by Manager and Owner or its representatives, agents, or employees.

\_\_\_\_\_21. Manager reserves the right to refuse service to anyone who mistreats or harms persons, staff, or animals and they will be asked to remove themselves and their property from the Manger and forfeit any Boarding Fees.

\_\_\_\_\_22. In the signing of this agreement/release form, Horse Owner agrees to all of the above.

Signature of Horse Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Secondary Horse Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Manager: \_\_\_\_\_ Date: \_\_\_\_\_