

**Eryn Macy Stables Co. dba C&M Stables ("C&MS")**  
**BOARDING AGREEMENT**

**C &MS agrees to:**

1. Provide each boarded horse with a fenced pasture, paddock, or one bedded stall that shall be cleaned daily excepting holidays.
2. Permit regular access to C&MS every day, holidays included, and otherwise as needed or reasonably requested by the boarder.
3. Maintain adequate levels of water in each stall and provide hay twice daily or otherwise as agreed upon with the boarder: \_\_\_\_\_.  
Although C&MS purchases high quality feed, C&MS does not warrant the quality of any feed. Boarders may provide their own feed at their own expense.

**Boarder agrees** that the hereinafter described horse: name \_\_\_\_\_, a \_\_\_\_\_ horse who is \_\_\_ years old, \_\_\_\_\_ color, \_\_\_\_\_ gender is to be boarded and stabled at C&MS, that the boarder is the legal owner of this horse, and has had a negative Coggins test within the last \_\_\_\_\_ months:

1. Pay all monthly fees, including interest and late charges, on or before \_\_\_\_\_ of the month. Boarder acknowledges that C&MS shall have a lien on boarders' horse for outstanding charges and shall be entitled to recover said sums by the sale of the boarders' property if needed.
2. Notify C&MS of any agreements, pending sales, leases, or any other arrangements involving possible change in ownership or custody, however short in duration, of any boarded horse.
3. Provide C&MS with a copy of any mortality insurance held on the boarders' horse. C&MS agrees to attempt to notify the boarder should it appear that medical treatment is necessary for the boarder's horse. However if C&MS is unable to contact the boarder, C&MS is then authorized, but has no duty, to secure emergency veterinary and/or farrier care required for the health and well-being of the horse. C&MS's judgment regarding measures taken for the welfare of the horse shall be conclusively presumed to be correct. All costs of such care secured shall be paid by the boarder within 30 days from the date the boarder received notice thereof, or C&MS is authorized as the boarder's agent to arrange direct billing to the boarder.
4. C&MS shall not be liable for any damage to the horse arising out of or from the boarding of the horse or that may occur from any cause whatsoever in connection therewith, including loss by fire, theft, running away, death, or injury during the term of this agreement. The boarder shall be solely responsible for all acts and behavior of the horse at any time during the term of this agreement, and in no case shall C&MS be responsible for the acts and behavior of the horse. The boarder shall indemnify C&MS against all damages sustained or suffered by reason of the boarding and keeping of the horse.
5. The boarder agrees to pay all costs of medical and veterinary care, grooming, insurance, farrier, or other special services the boarder may deem necessary or desirable. The boarder shall be responsible for any incidental expenses incurred by C&MS as a result of providing any of such services on behalf of the boarder.

6. The boarder agrees to have their animal wormed at least four times a year and immunized once yearly for communicable diseases. Written certification of immunizations must be provided prior to boarding and must include tetanus, Eastern and Western Equine Encephalitis, Influenza.
7. It is the boarders responsibility to exercise and groom the horse unless financial arrangements are made with C&MS at the rate of \$\_\_\_\_\_per\_\_\_\_\_.
8. It is the boarders' responsibility for any damage of C&MS, such as but not limited to fencing or any stall damage, their horse might cause while boarding at C&MS).
9. It is the boarders' responsibility to give 30 days in advance of termination of boarding. Without 30 days notice, boarder is obligated to pay full term.

**Other provisions**

1. This agreement is from month to month beginning on \_\_\_\_\_, and may be terminated with 30 days written notice to the other party, excepting that C&MS reserves the right to reject any horse for any reason within seven days of arrival to C&MS.
2. In the event the boarder files a lawsuit related to horse boarding at C&MS, the boarder agrees to do solely in the state of Oregon, and the boarder further agrees that the substantive law of Oregon shall apply in that action without regard to the conflict of law rules of Oregon. The boarder agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**3. FEES:**

- a. \$\_\_\_\_\_ Per month per horse
- \$\_\_\_\_\_ Late fee for payment after the 5<sup>th</sup> of month
- \$\_\_\_\_\_ % Interest rate per month charged on accounts after 30 days
- \$\_\_\_\_\_ Charge on all returned checks
- \$\_\_\_\_\_ Boarders has made a security deposit

NAME: \_\_\_\_\_

ADRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

\_\_\_\_\_  
Boarders' Signature Date

\_\_\_\_\_  
C&MS duly authorized signature Date