



PARKWOOD EQUESTRIAN CENTER, LLC

1800 East 49<sup>th</sup> South



Idaho Falls, Idaho 83404

208-520-1850

**HORSE BOARDING AGREEMENT**

Under Idaho Law, an equine professional is not liable for an injury to or the death of participant or equine engaged in an equine activity, nor may they maintain an action against or recovery from an equine activity sponsor or and equine professional for injury or death of a person engaged in an equine activity pursuant to Idaho Code §6-1801-1802.

WITNESS THIS AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, in the year 2020, by and between

Parkwood Equestrian Center, LLC., hereinafter referred to as "Parkwood," and

\_\_\_\_\_, hereinafter referred to as "OWNER."

Owner Address: \_\_\_\_\_

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

Owner Phone Numbers:      Work: \_\_\_\_\_

Home: \_\_\_\_\_

Cell: \_\_\_\_\_

Owner Email: \_\_\_\_\_

1.      **Fees, Term and Location:** OWNER acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Parkwood, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to a late fee of \$25.00 and finance charges of 1.5% per month or interest as set forth in the rate schedule, whichever is greater. A charge of \$25.00 will be assessed for any check returned by the bank for any reason, including insufficient funds. In the event the subject animal is removed from the premises for any reason and returned, the agreement shall be deemed reinstated at rates applicable at the time of said return. Parkwood reserves the right to notify OWNER within 15 days of the horse's arrival if the horse, in Parkwood's opinion, is deemed to be dangerous or undesirable for Parkwood's establishment. In such case, OWNER shall be solely responsible for removing the horse within 7 days of said notice and for all fees incurred during the horse's presence upon the premises.

All fees including any boarding fee and/or training fee is due upon the first of the preceding month and are deemed earned and are **non-refundable** in the event a horse is removed from Parkwood's facility before the last day of the month. OWNER shall give Parkwood a thirty (30) day notice prior to removing OWNER's horse from boarding or training. In the event any fee is overdue by 10 days, Parkwood shall be entitled to a lien against said horse, and the property upon the premises as more 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 Idaho. No horse shall be removed from Parkwood's premises unless and until the outstanding bill for all services (including other horses owned by OWNER) is paid in full.

The initial monthly charge applicable to the services as set forth below shall be **\$875.00/month**.

2. **Description of Horses to be Boarded:** OWNER agrees to submit a fully completed Horse Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by OWNER.

3. **Feed, Facilities, and Services:** Parkwood agrees to provide adequate food and facilities for normal and reasonable care required to maintain the health and wellbeing of the animals. OWNER acknowledges OWNER has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are posted in the office of Parkwood and are subject change at Parkwood's discretion.

4. **Exercise and Training:** OWNER shall be solely responsible for the exercise of OWNER's horse(s). Any training by Parkwood is supplied at Parkwood's published rates, using independent contract trainers. OWNER acknowledges that it is in the OWNER's best interest to have OWNER's horse(s) exercised on a regular basis, and therefore, \_\_\_gives / \_\_\_does not give (check one) permission for Parkwood to allow other Parkwood customers to ride OWNER's Horse(s) in Parkwood's sole and absolute discretion. OWNER acknowledges that OWNER's horse(s) can become injured at any time including while Parkwood or a Parkwood customer is exercising OWNER's horse(s). OWNER agrees that the contract clause regarding risk of loss and release from any legal liability is expressly applicable to a situation where OWNER's horse(s) is/are Being ridden by Parkwood or a customer of Parkwood.

5. **RISK OF LOSS AND RELEASE FROM ANY LEGAL LIABILITY:** DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF PARKWOOD, PARKWOOD SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, 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 BOARDING OR TRANSPORTATION OF SAID HORSE(S), INCLUDING NEGLIGENCE ON THE PART OF PARKWOOD, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, SPONSORS AND/OR OTHER PARKWOOD CUSTOMERS AND GUESTS. **THIS RELEASE OF LIABILITY INCLUDES BUT IS NOT LIMITED TO A RELEASE OF LIABILITY FOR AN INJURY OR DEATH CAUSED BY OR ARISING OUT OF OWNER'S PARTICIPATION OR PRESENCE AT ANY ACTIVITY INCLUDING EQUINE ACTIVITES.**

IN NO EVENT SHALL PARKWOOD BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS PER OWNER REGARDLESS OF THE NUMBER OF ANIMALS INVOLVED. OWNER AGREES TO OBTAIN FULL VALUE EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS, AT OWNER'S EXPENSE. OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY. AND PROVIDE PARKWOOD WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

OWNER fully understands that Parkwood does not carry any insurance on any horse(s) not owned by it 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 of Parkwood are to be borne by the OWNER. Parkwood strongly recommends equine mortality insurance be obtained by OWNER.

**6. Hold Harmless:** OWNER agrees to hold Parkwood harmless from any and all claims arising from damages or injury caused by OWNER's horse(s) to anyone and defend Parkwood from any such claims. OWNER agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Parkwood.

**7. Emergency Care:** Parkwood agrees to attempt to contact OWNER should Parkwood feel that medical treatment is needed for said horse(s), but, if Parkwood is unable to contact OWNER, Parkwood is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse(s). OWNER shall pay all costs of such care incurred within 15 days from the date OWNER receives notice thereof, or Parkwood is authorized as OWNER's agent to direct bill to OWNER.

PARKWOOD SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS PARKWOOD IS INSTRUCTED IN THIS AGREEMENT OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

OWNER agrees to notify Parkwood of any and all changes of addresses, emergency telephone numbers, itineraries of 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 Parkwood 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).

**8. Shoeing, Worming, and Immunizations:** OWNER agrees to provide the necessary shoeing, worming and immunizations of the horse(s) as is reasonably necessary, at OWNER's expense. OWNER agrees to provide Parkwood with all health records with regard to the horse(s). OWNER agrees to have the horse(s) wormed, vaccinated and teeth checked on a regular schedule, and in the event same is not accomplished and proof of same presented to Parkwood within 30 days from the date of such services or veterinary treatment, Parkwood is authorized to arrange for such treatment, but not obligated to do so, Such expense shall be the

obligation of OWNER, and upon presentation by Parkwood of the bill for such services, rendered, including service charges, any bill shall be paid within 15 days from the date the bill is submitted to OWNER.

**9. Ownership:** OWNER warrants that he/she owns the horse(s) and shall provide a health certificate for the horse(s) before bringing the horse(s) on Parkwood premises. OWNER shall have the horse(s) brands inspected on the date the horse(s) is/are brought onto the premises or as soon as the brand inspector is available.

**10. Changes or Termination to Agreement:** It is agreed by the parties that this Agreement may be changed or terminated upon a 30-day notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place in Parkwood's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Parkwood.

**11. Rules, Regulations and Responsibilities of Owner:** OWNER agrees to abide by all the rules and regulations of Parkwood. In the event someone other than the OWNER shall call for the horse(s), such personnel shall have (preferably) written authority signed by OWNER to obtain said horse(s). Such authority may be confirmed by Parkwood via telephone.

OWNER shall be responsible for damages caused directly or indirectly by them, their children and any of their guests to the premises. This includes but is not limited to damages to animals, tack, equipment and other property located on or associated with the premises. It also includes repairs to stalls, fences, tack rooms, etc. when other than normal wear and tear is incurred.

Gates, doors and water hydrants must be closed or turned off. Children must not be left unattended to play in building or vehicles.

**12. Right of Lien:** OWNER is put on notice that Parkwood has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Parkwood will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Parkwood exercises Parkwood's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Parkwood's representatives setting forth the material facts of the default and foreclosure as well as Parkwood's compliance with foreclosure procedures as required by law. In the event the collection of this account is turned over to an attorney, OWNER agrees to pay all attorneys' fees, costs and other related expenses. These expenses include but are not limited to: expenses incurred prior to filing legal action, telephone calls with legal counsel and post judgement continuing costs of collection, interest at the contractual rate and boarding expenses.

**13. Property in Storage on Parkwood's premises:** OWNER may store certain tack and equipment on the premises of Parkwood at no additional charge to OWNER. However, Parkwood shall not be responsible

for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Parkwood as it is stored at the OWNER's risk. Parkwood shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.

**14. 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 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.

**15. Assignment:** OWNER may not assign this agreement without Parkwood's written consent. Any attempt to assign this agreement without Parkwood's written consent shall be void and of no force and effect.

**16. Entire Agreement:** This contract represents the entire agreement between the parties. No other agreements, promises, or representation, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Idaho and shall be enforced and interpreted in accordance with the laws of said State.

**17. Enforceability of Contract:** 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.

**18. Limitation of Action:** Any action or claim brought by OWNER against Parkwood for breach of this Contract or for any loss must be brought within 1 year of the date of such claim or loss occurs. This clause shall not affect any statute of limitations applicable to Parkwood.

**19. Counterparts and Facsimile Signatures:** This agreement may be executed in counterparts and when so executed such copies taken together shall be deemed to be a full and completed contract. Facsimile signatures shall be binding.

**20. Interpretation of Agreement:** OWNER agrees that OWNER and Parkwood are of equal sophistication and this agreement shall not be interpreted as if Parkwood is the drafter of this agreement. OWNER acknowledges that OWNER has been given an opportunity to have this agreement reviewed by OWNER's legal counsel.

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Signature of Owner (or authorized agent)

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Date

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Signature of Owner's Parent or Guardian  
(if Owner is a minor)

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Date

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Parkwood Equestrian Center, LLC

By: \_\_\_\_\_  
Print Name and Title