

Pacific Moon Equestrian Center LLC

360-403-3035, kapacific@gmail.com

www.pacificmoondressage.com

Equine Care Agreement, Release & Indemnification

This agreement is made between Horse(s) owner(s), agent, and/or lessee heretofore referred to as owner(s) as below:

OWNER NAME _____

Address _____

Phone numbers _____

Email _____

and Pacific Moon Equestrian Center, LLC, and its assigns, located at 14432 Jim Creek Road, Arlington WA 98223 in Snohomish County heretofore referred to as PMEC et. al. and/or releases.

Descriptions of horse(s)

Name, Breed, Age, Sex, Color, Value

VETERINARY NAME & PHONE _____

FARRIER NAME & PHONE _____

INSURANCE CONTACT INFORMATION _____

Stall Board: \$1450 per month, per horse or \$48 per day includes one 12'X 12' matted stall generously bedded and cleaned 7 days per week, 2 feedings per day, up to 4 flakes of hay (25 lbs), dressing for turnout and daily individual turnout. Am and Pm feeding of any grains or supplements provided by owner.

Pasture Board: \$1050 per month, per horse or \$35 per day includes 2 daily feedings as above, at pasture with loafing shed. We may relocate horses from one pasture to another based on similar feeding programs, personalities, to rotate pastures or insure proper care.

***\$500 Security Deposit** with the first month's fees required prior to move in.

Additional Fees and Services:

- We will feed grains and supplements provided by the owner. Please put daily grains and any supplements in individual bags for either once or twice a day feedings.
- If you prefer, we will provide Purina Strategy for an additional \$150 per month.
- Farrier and Veterinary Handling Fee: \$40 per horse.
- Medical Treatments: by quote.
- Sunday Spa - For those who cannot visit as often, \$150 per month includes weekly TLC and grooming your retired horse to insure proper health, blanketing and body condition.
- Haul-In Riders: \$20 per horse or rider. \$100 per month. All Haul-In riders must be under the instruction of a resident trainer.
- Transportation: \$3 per mile, \$100 min.
- Worming is mandatory and provided by the farm each April and October: \$35
- School horse fees: \$20 per ride or lesson.

Dressage Training with Karen Moore

Lessons and training sessions includes but is not limited to lessons, riding or ground work sessions. The content and length of the session is conducted at the discretion of the trainer, Karen Moore. Please be advised that horses in training may occasionally be worked by one of our capable assistants under the trainer's direction. 45 min. Private Lessons or Training Rides: \$75 each. Haul In lessons \$95.

Payment Terms: A \$500 security deposit and 1st months' board and fees are due prior to move in. Board plus any fees are due in advance of the 1st of each month. Late fees accrue on and after the 5th of each month at \$50 plus \$5 per day until the balance is paid in full. Partial payment of board is considered late. NSF or Returned Check fees are \$50 per incident. Repeat offense may result in cash or cashier check payment only or eviction. Prices are subject to change with notice. For your convenience PayPal is available on our web site.

If an outstanding balance is 30 days or more in arrears, PMEC et. al. may evict the horses and it's owner, take possession of the horse and/or exercise its Agister lien rights provided by the State of Washington and the County of Snohomish and shall retain and/or sell the horse(s) to recover monies owed by owner(s). If the Sale of the horse is less than the balance due the owner(s) is responsible for the balance due. No refunds.

Risk of Loss and Insurance

All risks and loss are assumed by the horse(s) owner(s). All costs related to the care and use of the horse(s) are borne by the owner(s). PMEC et. al. it's owner, agents, heirs, descendants, assigns and employees shall not be liable for, and will not carry insurance against any sickness, injury, disease, theft

and/or death of the horse(s), it's agents, and/or owner(s) in association with any activity, or other case of action related to the care and use of the horse(s) and activity and/or use of the facilities or otherwise.

Release

In consideration of the care of the horse(s) it's owner(s) for him/herself, legal representatives, heirs, descendants, agents and assigns, (heretofore referred to as Owner(s) et. al.) hereby releases, waives and discharges P MEC et. al. and employees, and each of them from all liability to Owner(s) et. al. from any and all loss, suffering or damages on account of injury, damage, loss and/or death of Owner(s) et. al, their guests, property, and/or animals while engaged in activity for any reason at Pacific Moon Equestrian Center located at 14432 Jim Creek Road, and/or 23600 Wallitner Road, Arlington WA 98223.

Indemnification

Owner(s) et. al. agrees to indemnify, save and hold harmless P MEC et. al. and each of the them, from any loss, liability, damage or expense including legal fees, whether caused by any negligence or otherwise which may incur due to damages:

- Sustained by owner(s) or caused by owner(s) while participating in any activity or
- To owner(s) property including the horse(s) while being care for as provided by this agreement or Due to the failure of any equipment owned by P MEC et. al. or Owner(s) or
- Sustained by any reason of the owner(s) presence on the property or the presence of Owner(s) property including all animals on the property.

Assumption of Risk

Owner(s) acknowledges and agrees that equestrian activities are inherently dangerous and involve the risk of serious injury even death. Owner(s) assumes full responsibility for and all risk of bodily injury, property damage and death while engaged in any activity on the property whether caused by negligence by P MEC et. al. or otherwise. Owner(s) also assumes all risk of damage, serious injury or even death of any guest, person(s) or animal(s) they have allowed to ride or visit while on the property.

Emergency Veterinary and Farrier Care

Owner bears the responsibility and obligation to procure proper and regular veterinary care for the horse(s). If owner(s) fail to procure such care P MEC et. al. may at its discretion obtain such veterinary and/or farrier care or services as it deems appropriate and necessary and is authorized by owner(s) to direct the providers of such services to bill the owner(s) directly. If immediate and/or emergency treatment is deemed appropriate and/or necessary and warranted by P MEC et. al. all reasonable efforts will be made to contact owner(s) and owner(s) veterinary of choice. In the event P MEC et. al. is unable to obtain services from owner(s) veterinary of choice owner(s) authorizes P MEC et. al. to procure emergency treatment by an alternate licensed professional on behalf of and at the cost of owner(s). P MEC et. al. is authorized to procure emergency treatment not to exceed the following dollar amount. \$_____ Initial ____ Only in the event of life threatening injuries or illness, P MEC et. al. under

the recommendation of a licensed veterinary professional may, after making every reasonable attempt to contact owner(s) elect to humanely destroy the horse(s). Any and all related expenses are the owner(s) responsibility.

Routine Veterinary and Farrier Care: Inoculations, Dental and Hoof Care

All boarding horses require current Flu, Rhino, Strangles, Tetanus and West Nile inoculations. Owner shall implement a routine vaccination and dental care program with a licensed veterinary professional, hoof care with a professional farrier and is responsible for any and all related expenses. PMEC et. al. assumes no responsibility for such treatment and shall engage a veterinary professional and/or professional farrier should owner(s) fail to provide for proper health care. Any and all related expenses shall be the owner(s) responsibility.

Termination of Tenancy

30 days written notice is required on or before the first of the month and board plus any fees are due and payable before horse(s) may be removed from the property and released from the Equine Care Agreement, Release and Indemnification. If proper written notice has not been given, owner(s) agrees that he/she indicates his/her intention to remain and accepts responsibility for that future month's board and any fees. PMEC, llc, et al. may at its sole discretion refuse service and/or evict any person, horse owner(s) with or without reasonable cause. The deposit may be refunded after the move out date minus any fees due at that time.

This agreement shall be construed in accordance with the laws of the state of Washington. The venue of any legal action concerning this agreement, brought by any party shall be the County of Snohomish. This agreement contains the final and entire agreement between both parties and neither they nor their agents shall be bound by any terms, conditions or representations not contained herein unless additional terms are written, attached and signed by both parties. If any provision(s) of this agreement are held to be invalid said provision(s) shall be severed from the agreement and the remaining provisions shall not be affected.

I HAVE CAREFULLY READ AND UNDERSTAND THIS EQUINE CARE AGREEMENT, RELEASE AND INDEMNIFICATION AND SIGN THIS AGREEMENT AFTER DUE CONSIDERATION.

Owner(s) Signature _____

DATE _____

Name of any and all riders under the age of 18 _____

Parent/Guardian and/or Emergency Contact. _____