

ROCKING 45 FARM, LLC
3342 E. Co. 17 ¾
Yuma, AZ 85365
928-919-3122 or 928-919-2585

BOARDING AGREEMENT

(Revised, September 2020)

THIS AGREEMENT is made this _____ day of _____, 20____

by and between _____ herein referred to as

“Owner” of _____

_____ Horse(s)” and Kim or Jim Wolf herein after referred to as “Operator”
of Rocking 45 Farm, L.L.C.

A. FEES AND TERMS:

B. Rocking 45 Farm, LLC reserves the right to refuse service to any equine owner, visitor, or riding client.

C. \$200.00 Basic, fed twice daily hay, Alfalfa only, per feeding, stall cleaned daily, water.

D. \$250.00 extra hay more alfalfa than (C) and/or all Bermuda per feeding, feeding grain and/or supplements, fly masks on/off, stall cleaned daily, turn outs if equine is located on the North side of the barn, water.

E. \$275.00 to \$350.00 Drafts, Stallions, Thoroughbreds or any horse eating more hay than (D), Wet Mare, extra feedings outside of regular AM and PM feedings, special feeding while under veterinary care, horses that urinate excessively, rearing, kicking, stall weavers, or any stereotypical behavior that destroys the stall integrity, hole digging, damage to walls, gates or flooring, buckets, water tanks, or fencing. Chronic destructive behavior, cribbing, etc. Damages paid by owner or replace with the same, buckets, hoses, tack, fencing, gates, etc.

F. \$40 per holding equine for farrier only, all owners must hold horses for veterinarian and any support care thereafter, treatments, special feedings other than AM or PM, soaking hay or beet pulp, dressing changes, and medications.

G. Rocking 45 Farm, LLC is not responsible for veterinarian aftercare or instructions per treatment protocol. The aftercare instructions, treatments, bandage changing, and observations are the sole responsibility of the owner unless prior arrangements are made and agreed upon by all parties with applicable fees.

1. In consideration of \$_____ per month paid by Owner, Operator agrees to board the herein described equines(s) commencing on _____ day of _____, 20____. Owner agrees to **PAY MONTHLY IN ADVANCE**, on the designated day of each month either by cash or by check or money order to:

Rocking 45 Farm, LLC

3342 E. County 17 ¾

Yuma, AZ 85365

2. Any total stay of less than thirty (30) days shall be charged a day rate of \$9.00 to \$20.00 per day, depending on agreed care.

3. Operator reserves the right to raise basic fees, if necessary, due to proportionate increases in hay, fuel, labor, and electricity, emergency, etc. TEN day (10) day Written Notice will be provided for Owner before such fees are introduced.

4. Owner agrees to pay all repair costs for damage to stalls, and/or water buckets or tanks, equipment, vehicles and horse trailers, by Owner’s Equines(s) and upon receipt of billing from Operator.

5. Owner agrees to abide by all Rules and Regulations (see Attached List “B”) of said facility, and agrees that conduct not in

accordance with said Rules and Regulations is considered cause for termination of the Boarding Agreement.

6. NO HORSE MAY BE REMOVED FROM THE PREMISES UNTIL THE ENTIRE ACCOUNT HAS BEEN CLEARED AND PAYMENT MADE IN FULL.

7. **LATE FEES**-Any past due amounts are secured pursuant to the following procedures. All board, charges for damages, veterinarian and farrier charges are due upon receipt of invoice. **Any account that has not been paid in full within five days (5) of the date due, shall be considered delinquent and shall be assessed a twenty-five percent (25%) late fee on the entire outstanding account balance.** Said surcharge shall reflect the necessary increase for rates not paid in advance. In the event of a delinquent account, all surcharges and balances due shall be paid by certified check or money order, or cash. _____

8. After the first occurrence of delinquency it shall be necessary for Operator to require an amount equal to one (1) month full services to be held as security, with all subsequent payments due and payable in advance as scheduled.

9. In the event Owner replaces one horse with another or adds additional horses, Owner is responsible for providing Operator with written information for each horse for each of the categories listed below. Regardless of whether such information is provided, however, Owner shall be responsible for boarding charges at the rate prevailing at that time and all other provisions of the contract will apply.

B. DESCRIPTION OF Equine (s):

NAME: _____

REG: _____

SEX: _____ **D.O.B.:** _____

COLOR: _____ **BREED:** _____

NAME: _____

REG: _____

SEX: _____ **D.O.B.:** _____

COLOR: _____ **BREED:** _____

NAME: _____

REG: _____

SEX: _____ **D.O.B.:** _____

COLOR: _____ **BREED:** _____

NAME: _____

REG: _____

SEX: _____ **D.O.B.:** _____

COLOR: _____ **BREED:** _____

NAME: _____

REG: _____

SEX: _____ **D.O.B.:** _____

COLOR: _____ **BREED:** _____

C. HEALTH CERTIFICATE AND VACCINATION RECORD

Upon arrival horses(s) shall be accompanied by a health certificate with indication of current vaccination for equine encephalitis, tetanus, influenza, rhinopneumonitis. Horses not accompanied by such certificate will be vaccinated **within 24 hours** after arrival at the expense of the Owner. Said vaccinations are required on an annual basis with proof from a veterinarian or a saved copy of expiration date of vaccinations given.

IMMUNIZATION RECORD (REQUIRED ANNUALLY) LIST DATE OF IMMUNIZATION.

EASTERN/WESTERN EQUINE ENCEPHALITIS: _____ **TETANUS TOXOID:** _____

RHINOMUNE: _____ **INFLUENZA:** _____

D. DECLARED VALUE OF ANIMAL

1. Owner shall provide to Rocking 45 Farm, LLC, Operator, with a "Declared Value", see below, for the Horse(s) described herein. **ALL OWNERS ARE REQUIRED TO SUPPLY THIS INFORMATION AND MUST NOTIFY, IN WRITING, OF ANY INCREASE IN VALUE OF SAID HORSE**

2. IN NO EVENT, SHALL OPERATOR BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL OWNER AGREES TO OBTAIN EQUINE INSURANCE ANNUAL Equine appraisal, AT OWNER'S EXPENSE, FOR ANY ANIMAL VALUED IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000), OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000).

OWNER'S STATEMENT: DECLARED VALUE OF HORSE(S) BOARDED:

\$ _____

OWNER'S SIGNATURE: _____

DATE: _____

E. INSURANCE

Owner shall provide Operator with Certificate or copies of Certificate of said insurance prior to acceptance of said animal(s) for boarding. This shall be full mortality insurance in the amount of owner's assessed valuation of the horse.

Owner's Insurance Company: _____

Policy #: _____ **Expiration Date of Policy:** _____

In the Alternative, OWNER'S SIGNATURE BELOW INDICATES THAT INSURANCE COVERAGE IS NOT DESIRED BY OWNER, THEREFORE, OWNER ASSUMES ALL RISK OF LOSS.

Owner's Signature: _____ **Date:** _____

F. OWNERSHIP

Owner warrants that he owns said horse(s) described herein, and that there are no liens against said horse(s) other than those listed below.

G. FEED AND FACILITIES

Operator agrees to provide housing and boarding required to maintain the health and well being of the animal, consistent with the type of service selected from the attached Fee Schedule.

H. EXERCISE AND TRAINING

Operator is not responsible for exercising or training said horse(s). It is the Owner's responsibility to hire or employ a Trainer to perform such services that are acceptable. Any trainer working client horses at Rocking 45 Farm LLC premises must show proof of liability or take horse (s) to their facility. A safety waiver must be signed and on file annually. Training will not coincide with riding lessons, and arena fees apply. _____

I. SPECIAL PROVISIONS FOR OWNER'S ANIMAL (ATTACHED "C")

J. EMERGENCY CARE

Operator is hereby expressly authorized to secure emergency veterinary and farrier care required for the health and well being of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the day Owner received notice thereof. Kim Wolf is authorized to act as Owner's agent to arrange for direct billing to the Owner. Circle YES/NO _____ (initial).

K. TRANSPORTATION

There will be a Forty Dollars (\$40.00) minimum fee for local transportation. Beyond the limits of the minimum, there will be a One Dollar (\$1.00) per mile transportation fee (both ways). It is agreed that during the term of this Agreement, the risk of loss during transportation shall be assumed by Owner, Owner agrees to hold Rocking 45 Farm, LLC Kim Wolf, its owners, principals, employees and agents harmless from such loss or injury, according to the terms of paragraph (N) herein.

L. SALE OF HORSE

If Owner requests that Rocking 45 Farm, LLC act as Agent for sale of horse, a fifteen percent (15%) commission fee will be paid directly to the farm, upon completion of sales transaction.

M. RISK OF LOSS

It is understood and agreed that during the term of the Agreement, Operator shall not be liable for loss or damage to said animal(s) as a result of accident, injury, illness, or otherwise.

N. HOLD HARMLESS - INDEMNITY FOR LOSS

Rocking 45 Farm, LLC, its owner's, principals, caretakers, stable help, and agents, clinicians, shall not be liable or responsible for, and shall be indemnified and held harmless by the Owner from and against and all costs, claims and damages of every kind or injury to or death of any persons or animals and for damage to or loss of property (including trailers), arising out of or attributed, directly or indirectly, to the operations or performance of Kim Wolf, its owner's, principals, employees and agents, employees, volunteers or practitioners' under this Agreement. Owner hereby acknowledges receipt of, and agrees to execute and be bound by Kim Wolf's Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.

O. ACTIVITIES INVOLVING PUBLIC LIABILITY

Kim Wolf is strictly a Boarding and Riding Lesson service facility. Its employees are limited solely to care, custody and control of client owned animals. We do not in any way perform instruction or other activities involving specific public liability. No client may give instruction, rent horse or engage in any other activity for remuneration without written permission or Certificate of Insurance approved by Kim Wolf. Any client allowing a person, other than a Kim Wolf employee, to ride or otherwise handle an animal under our care and at our facility, without written permission, fully understands that they are solely responsible for any and all consequences, damages or injury to equine or client that may arise.

P. TERMINATION

Either party may terminate this Agreement upon thirty (10) days written notice. The right of termination herein granted to Owner and Operator is cumulative and the exercise thereof shall be without prejudice to the enforcement of any other right or remedy authorized or allowed by law or the Agreement.

Q. RETURNED CHECKS

Acceptance of Owner's check as payment is conditional upon Owner's agreement to pay an additional \$65.00 (sixty-five dollars) plus bank and mailing charges on all returned checks.

R. MEDIATION - ARBITRATION

With the exception to Owner's right of action and lien for feed under A.R.S. Section 3-1295, if a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation. If the dispute cannot be settled through negotiation or mediation, the parties agree to submit the dispute to arbitration before a mutually agreed upon arbitrator qualified to practice law in the State of **Arizona**. The parties agree that any decision rendered by the arbitrator is binding, non-appealable and may be entered in and enforced by the Yuma County Superior Court.

S. ATTORNEY'S FEES AND COLLECTION COSTS

1. If any legal action is brought by either party hereto, it is expressly agreed that the party in whose favor final judgment shall be entered shall be entitled to recovery from the other party reasonable attorney's fees in addition to any other relief, which may be awarded. Should Operator take legal action to collect any sums due pursuant to this Agreement, it shall be entitled to add such damages in amount to satisfy reasonable attorney's fees and all costs.

2. Owner understands and agrees that if the account is turned over to a collection agency, in addition to outstanding balances due, Owner shall pay a 50% collection fee for any and all outstanding balances due that are turned over to said agency.

T. LIENS

A special lien pursuant to **Arizona** law is hereby created and acknowledged on the above horse(s) to secure the payment of any costs or expense or other sums due as a result of the Agreement.

In connection therewith, **OWNER IS EXPRESSLY PROHIBITED AND WITHOUT AUTHORITY TO REMOVE ANY HORSE(S) FROM THE POSSESSION OF OPERATOR WITHOUT HAVING FIRST PAID ANY AND ALL SUCH CHARGES IN FULL OR WITHOUT THE EXPRESS WRITTEN CONSENT OF THE OPERATOR.** In order to release lien, Owner must pay all charges due in cash or cashier's check. If payment is made by personal check, the horse(s) will not be released until the check clears Operator's bank and Owner will remain responsible for a per diem rate until the horse is released. This writing (together with any individually signed separate Service Agreement and riders or attachments pertaining to this Agreement) is intended by the parties as the final expression of their Agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms of such Agreement, notwithstanding any prior contemporaneous or subsequent purchase order of other document relating to said subject matter. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties. This Agreement is governed by the laws of the State of **Arizona**. The Owner also agrees that Yuma County, **Arizona** is the proper jurisdiction and venue for resolution of any dispute between the parties.

Executed at _____, this _____ day of _____, 20 _____.

Name (Print/Type) _____

Horse OWNER _____ signature

Name (Print/Type) _____

OPERATOR _____ signature

Street Address _____

City, State, Zip Code _____

Phone (Residence/Cell) _____

Phone (Business) _____

Alternate Emergency Number (if owner is injured while working with equine) _____

Driver's License Number (if pay by check) _____

ATTACHMENT “B”

RULES AND REGULATIONS

(revised 2018)

Except as provided in the **Arizona** State Statutes, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities and, no participant nor any participant’s representative shall have any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities.

ALL ADULTS, AND BOTH PARENTS OR LEGAL GUARDIAN OF ANY PERSON UNDER THE AGE OF 18, MUST SIGN A RELEASE OF LIABILITY FORM UPON ENTRY TO THE PREMISES AND PRIOR TO RIDING OR ENGAGING IN ANY OTHER ACTIVITY OR COMING INTO PROXIMITY OF HORSES, EVEN IF THEY WILL NOT BE RIDING. All signed Release of Liability forms must be turned in to Kim Wolf.

NO EXEPTIONS!

All persons engaged in equestrian activities, horse training or exercise or any other activity shall conduct all activities in a prudent and careful manner and observe all standard precautions and safety measures, including the use of appropriate safety and other protective gear. **ALL persons must wear a protective helmet when mounted. IT IS MANDATORY THAT ALL PERSONS WEAR A SEI/ASTM CERTIFIED PROTECTIVE HELMET WHILE JUMPING AND THAT ALL PERSONS UNDER 18 YEARS OF AGE AND ALL INEXPERIENCED PERSONS, REGARDLESS OF AGE, WEAR A SEI/ASTM CERTIFIED PROTECTIVE HELMET AT ALL TIMES WHEN MOUNTED.**

All owners, participants, and guests at this facility, participating in equine activities or observing any activities on these premises take full responsibility for the safety of themselves, their guests and their horse(s) and understand fully the risks involved while on these premises. **ROCKING 45 FARM, L.L.C. neither any of its employees, volunteers, clinicians, practitioners’, shall be responsible for injuries, illness, or death of any horse, rider, guest or spectator.**

Minor children cannot be dropped off without adult supervision. A parent or legal guardian must accompany all minor children under the age of sixteen (16) years of age at all time while on the premises. Minor children sixteen (16) years of age or older must be supervised by an adult assigned by the parent or legal guardian and all inexperienced persons regardless of age must be accompanied at all times by an experienced equestrian at least eighteen (18) years of age or older.

Horses may only be washed, tacked, lunged and/or ridden in designated areas. No lunging on parking lot surfaces.

Do not enter a paddock or put any horse into a paddock while it is in use or already occupied by one or more horses unless authorized by persons using area. **Use only that paddock which has been directly assigned for your horse(s)’ use.**

Gates must be kept closed. All persons are expected to close and chain all gates when entering or leaving gated areas, all paddock gates and training area gates (I.e. Arenas and round pen).

All persons are expected to maintain the premises in a neat and orderly condition. Before leaving the premises, all persons should clean up after all activities including: clean and store all equipment, remove or store all personal possessions, and shovel horse manure dropped outside stalls in the stable, the tack area, the wash area and/or on pathways to and from paddocks or riding areas. **Stable should be left in the condition in which you found it.**

Smoking is not permitted, Rocking 45 Farm, L.L.C. facility.

No person may drill, install, add or physically alter facility property in any way without prior permission from Operator Kim Wolf. This includes improvements/changes to tack container, stalls, paddocks, and arena.

Park in designated parking areas only, and please do not drive on the sand.

Authorized personnel only are allowed access to the hay area. Absolutely no climbing, jumping or loitering on or around hay. **No one shall remove hay from the hay area without express permission from operator.**

Farm Manager Residences are Private. All boarders and other persons are asked to respect the Manager's privacy.

All grooming items must be stored in tack container or horse trailer when not in use.

Items found on premises after vacating will be stored for up to thirty (30) days in the Tack Room. Any items not claimed will be disposed of.

Do not feed or give treats to any horse except your own unless specific permission has been given directly to you from the horse(s)' owner.

Owners are responsible for providing accurate records of immunization and care and to provide documentation of current immunizations, Coggins and any other records as requested.

No dogs or other pets are permitted on the property without prior authorization from Rocking 45 Farm, LLC or their authorized representative. Any pets authorized to be on the property MUST BE LEASHED AT ALL TIMES. Pet owners are responsible for any and all damage and any and all injuries or death caused by the presence of any pet or dog. Disruptive or dangerous animals may be banned from the Premises. Please clean up after your pet.

Boarders are responsible for all damage caused by their horses, pet or guests. All costs associated with such repair(s) will be payable upon demand. Non-payment of damages may result in termination of boarding arrangements.

IN CASE OF EMERGENCY for the horse and Owner cannot be contacted, please contact:

at the following telephone number(s): _____

RULES AND REGULATIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME AT THE SOLE DISCRETION OF Rocking 45 Farm, LLC.

Receipt of these Rules and Regulations is hereby acknowledged by the undersigned:

Name _____ **Signature:** _____

Name _____ **Signature:** _____
(In case of Minor, both Minor and Parent/Legal Guardian must sign)

Address: _____

Email: _____ **Date:** _____

ATTACHMENT "C"

SPECIAL PROVISIONS FOR OWNER'S ANIMAL

Feeding soaked pellets, grooming, supportive care, outside of boarding rates page 1, Stereotypical behaviors, destructive behaviors, haltering, chronic colic, stall weaving, digging holes, kicking, cribbing, biting, rearing, hard to catch, aggressive at feeding time, medications, turnout instruction, any care while owner is absent or vacationed.

***Please keep an inventory of your tack, Rocking 45 Farm LLC will not inventory owner tack nor be responsible for tack left lying around.**

DATE: _____

NAME: _____

HORSE (s):

Special Care and Custody Instructions:

Signature: _____ **Date:** _____