



## Boarder Agreement

This "Boarder Agreement" (Agreement) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between *Kula Lani Ranch, LLC, (KLR)*, and \_\_\_\_\_, (Owner), and if Owner is a minor, Owner's parent/guardian \_\_\_\_\_. KLR agrees to accept Owner's horse \_\_\_\_\_, Reg. # \_\_\_\_\_ (Horse) for boarding; and it is the plan and intention of Owner to board the above horse.

For and in consideration of the agreements hereinafter set forth, Owner and KLR mutually agree as follows:

### I. FORMS COMPLETED AND SUBMITTED

Owner acknowledges reading and will complete and submit all information and release forms listed below prior to transporting Horse to KLR. For safety and convenience, Owner agrees to keep all forms current.

- |  |   |
|--|---|
| <input type="checkbox"/> WAIVER & RELEASE FORM                             | <input checked="" type="checkbox"/> BOARDER AGREEMENT (this form) |
| <input type="checkbox"/> BOARDER EMERGENCY CONTACT & MEDICAL FORM          | <input type="checkbox"/> EMERGENCY PERMISSION-TO-TREAT FORM       |
| <input type="checkbox"/> FEED SCHEDULE & INSTRUCTIONS - MAINTENANCE RECORD | <input type="checkbox"/> RANCH RULES                              |

### II. BOARD

KLR will provide Horse a reasonably/acceptably safe, secure and maintained fenced area with covered enclosure (when available) and water (Paddock). Waterers are cleaned and maintained by KLR. Paddock will be cleaned by Owner on a "weekly" basis for fly control. Any paddock not cleaned weekly will be cleaned by KLR and billed to Owner at current rate.

### III. FEED & SUPPLIES

KLR will supply/feed Horse 2-times/day, including 1 flake (approx 7½#) of grass/alfalfa hay in the AM and 1 in the PM, fly spray (if provided), install and remove fly masks (if provided) and check/clean hoofs daily. Additional feed and/or feedings (including supplements) and supplies will be billed at the rate of \$1.15/feeding plus cost of feed/supplements. KLR will order and maintain an adequate feed supply (less supplements) based on provided forms. Supplements are to be provided by Owner. Every effort is made to order quality feed from local feed suppliers, however KLR is not responsible for feed or supplement quality/availability.

### IV. MEDICAL & MAINTENANCE

By completing this form, Owner states that the above horse is current in all required vaccinations, and Owner has, or will prior to move-in, completed and provided a current **MEDICAL FORM & PERMISSION TO TREAT FORM** and that the Horse and has no known health issues, except those stated in the above forms. All veterinary, farrier, and maintenance costs (except those listed under section II) for Horse are the responsibility of Owner, including (but not limited to) vet costs for injuries, illness, dentistry, upkeep, checkups, vaccinations, de-worming and ferrier costs. KLR will do it's best to routinely monitor Horse and notify Owner immediately upon discovery of any issues.

### V. TRAINERS

Any/all trainers are welcome provided they complete & submit a **LIABILITY RELEASE FORM & WAIVER** and abide by **RANCH RULES**. Outside trainer fees apply. All trainer costs/fees are the responsibility of Owner.

### VI. RULES

Owner agrees to abide by **RANCH RULES**. KLR agrees to notify Owner in writing of any rules violations within 7 days and both parties agree to mutually discuss and attempt to settle any violations. Failure to settle disputes or excessive or continual rules violations will be grounds for termination of this Agreement.

**VII. FEES**

**Owner agrees to pay the sum of \$\_\_\_\_\_ /month/horse for above services. Fees for Board and Feed are due by the 1<sup>st</sup> of each month, all paid in advance, including any fees for additional feed/supplies/services. If additional feedings/services are specified, there will be an initial deposit of \$100/horse to be credited to the first months invoice. Both parties agree to provide 30 days written notice to terminate this *Agreement*. Failure to provide adequate notice will forfeit any/all boarding fees. Any damage done to *Paddock by Horse* beyond normal wear/tear is the responsibility of *Owner*.**

**VIII. LATE FEES & NON-PAYMENT**

**Payment in full for each month is due on the 1<sup>st</sup> day of the upcoming month, including all add'l fees/costs. If *Owner* is *Boarding* multiple horses at *KLR*, all horses must be current or all will be considered late. A late fee of \$5/day/horse will be enforced on all late/partial payments after the 1<sup>st</sup>. Any *Horse* that is not paid current is not allowed to be ridden, moved or sold until all fees are paid. Any horse more than 60 days late in payment will be considered abandoned, is allowed to be sold or confiscated to cover outstanding balances. Any/all funds collected by any such sale are the property of *KLR*.**

**IX. ADDITIONAL SERVICES**

**Additional services are available for an additional fee, including grooming, training, exercising and video/photo services. Any *Horse* requiring attention for vet/ferrier or any other call not attended to by *Owner* may be attended to by *KLR* and *Owner* may be billed for any such service at current rate(s). See and complete an *ADDITIONAL SERVICES FORM* or call 264-1833 for more information.**

**X. TERMINATION OF AGREEMENT**

**Each party is required to provide the other party a 30-day written notice of termination of this *Agreement*. In the event of a partial month's term, the rate will be prorated based on the terms herein and the number of days. There is no credit/refund given for vacating prior to date of notice.**

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**The undersigned certifies that they are the legal owner of the above *Horse* and agrees to the terms above.**

Owner's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Please complete if rider/owner is less than 18 years of age:**

Parent or Legal Guardian's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Relationship to the child: \_\_\_\_\_

Date: \_\_\_\_\_

**Horse Description:**

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Gender:  Stall  Geld  Mare \_\_\_\_\_

Breed: \_\_\_\_\_ Height: \_\_\_\_\_ Color: \_\_\_\_\_

Markings: \_\_\_\_\_

Note: If other persons have your permission to ride, please complete the *PERMISSION TO RIDE FORM* or they will NOT be allowed to ride your horse unless you are present. All riders/visitors must complete a *LIABILITY RELEASE FORM AND WAIVER* prior to engaging in ANY activities.