

BOARDING CONTRACT

This BOARDING CONTRACT ("Agreement") is made as of this ___ day of _____, 2023 (the "Effective Date"), by and between Wright's Performance Horses LLC ("Trainer") and _____ ("Owner"). Trainer agrees to accept Owner's horse, _____ aka " _____", for boarding, and it is the plan and intention of the Owner to place this horse into the farm for boarding.

Owner acknowledges and agrees that Owner must complete and sign this Agreement, the Lesson Program Agreement, the Goal Statement, and the Code of Conduct in order to participate in the riding program at Wright's Performance Horses LLC. _____ (initial)

1. **FEES, TERM, AND LOCATION.** Attached to this Agreement as Schedule A is a copy of Trainer's current list of boarding and training services and schedule of fees. Trainer reserves the right to change the fees upon providing Owner with at least thirty (30) days prior written notice. Any fees for damages/repairs caused to the barn/stall/facility by the horse and/or owner will be charged out after costs have been determined and will be due upon receipt. The Agreement shall begin on the Effective Date and continue on an ongoing basis until terminated in accordance with Section 15 below. Board and training services are provided at Rhinestone Ranch, located at 24375 Dodds Road, Bend, OR 97701 (the "Farm").

2. **PAYMENT OF INVOICES.** Invoices are due and payable upon receipt. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from facilities possession until all expenses are paid in full. Payment may be made via credit card (a 3.5% credit card fee will be applied), Venmo, Check, PayPal or Autopay via Square, with payment details to be provided in the invoice. Late payments made more than 10 days after date of invoice is sent will be charged a \$5/day late fee. In the event payment is overdue by fifteen (15) days, facility shall be entitled to a lien

against the horse and/or equipment stored upon premises in the full amount due. Enforcement of said lien shall be at the discretion of facility who may sell the horse and/or equipment for amounts outstanding in accordance with the appropriate laws of the State of Oregon.

3. VETERINARIAN, SHOEING AND RELATED SERVICES. Owner has the primary responsibility for veterinary and farrier care for horse, but Trainer has permission to arrange veterinarian and farrier services as necessary and act on owner's behalf if owner does not wish to take these responsibilities. Trainer will use a veterinarian and farrier of his choice to provide ordinary and necessary care unless Owner has requested another veterinarian. Farrier is Jarod Wright and all horses must use his services unless otherwise agreed upon between both parties. However, if the veterinarian of clients choice is unavailable, Trainer will engage his choice. All veterinarian, farrier and medicine expenses shall be paid by Owner. There is a fee of \$5.00 for catching your horse for vet or farrier and \$20.00 if the horse needs to be held or cared for beyond catching and putting away.

4. SHOWING OF HORSE. If the horse and rider of the horse are involved in a competitive program or participate in an event with Wright's Performance Horses LLC, the Trainer and Owner shall agree on an event schedule for said horse. Owner shall pay for any and all entry fees, ground fees, stall and bedding fees, or other related charges incurred while horse is being shown or transported, including any and all lay-up charges in transit. Trainers fees related to showing/competing, including, but not limited to transportation, expenses, coaching, grooming, and any other related fees are as set forth on Schedule A. Schooling shows at our stable have special discount coaching rates, noted in Schedule A. Coaching at schooling shows away from the stable may occasionally be offered at a discount rate, be sure to be informed by belonging to the Email group for email. Owner shall receive all trophies and ribbons. Owner shall receive 50% of all money earnings. Prizes shall be the property of the Owner (except in cases where something else is prearranged).

6. DEATH/SALE/LAMENESS/INJURY OF HORSE. Putting a horse up for sale constitutes providing 30 days notice to facility that horse will be leaving. After the 30 days is completed, any time thereafter the horse remains, board fees will be prorated. The details of sale responsibilities must be agreed upon in writing, including the fees for services. Trainer's current fees for services related to the sale of a horse are as set forth Schedule A.

7. FEED, FACILITIES, AND SERVICES. Trainer agrees to ensure that Farm provides adequate feed and facilities for normal and reasonable care required to maintain the health and wellbeing of the animals in their care. Owner acknowledges Owner has inspected the facilities and finds same in safe and acceptable order.

8. RISK OF LOSS AND STANDARD OF CARE. During the time that the horse(s) is/are in custody of Trainer, Trainer shall not be liable for any sickness, disease, astray, 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 of said horse(s), except in the event of negligence and/or willful misconduct on the part of Trainer, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Trainer's premises.

The Owner fully understands that Trainer does not carry insurance on any horses 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 Trainer are to be borne by the Owner.

The standard of care applicable to Trainer is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall Trainer be held liable to Owner for equine death or injury in an amount in excess of Five Thousand Dollars (\$5,000) per animal, unless such death or injury is due to Trainer's gross negligence and/or willful misconduct. Owner agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at Owner's expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000). Owner agrees to disclose this entire agreement to Owner's insurance company and provide Trainer with the company's name, address and policy number. Failure to disclose insurance information shall be at Owner's risk.

9. 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.

10. HOLD HARMLESS. Owner agrees to hold Trainer and assistant trainers harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone, and defend Trainer from any such claims, unless due to Trainer and/or assistant trainer(s) gross negligence or willful misconduct. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Trainer. Trainer reserves the right to notify owner within seven (7) days of the horse's arrival if said horse, in Trainer's opinion, is dangerous, unhealthy, handicapped, or otherwise unfit for boarding at their facility. Upon such notification, Owner shall remove said horse within seven (7) days, and all expenses incurred for the horse's stay shall be paid prior to departure. Upon payment of all fees, this contract shall be deemed terminated.

11. EMERGENCY CARE. Trainer agrees to attempt to contact Owner should Trainer determine veterinary treatment is needed for said horse(s), but, if Trainer is unable to contact Owner, Trainer is then authorized to secure emergency veterinary, and farrier care required for the health and wellbeing of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Trainer is authorized, as Owner's agent, to arrange direct billing to Owner.

Trainer shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless Trainer is instructed herein by Owner or on Owner's Information Sheets, that the horse(s) is/are not surgical candidates.

12. CHANGE OF ADDRESS. Owner agrees to notify Trainer of any and all change of addresses, emergency telephone numbers, itineraries or 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 Trainer as to what party is authorized to make decisions in the Owner's place with regard to the health, wellbeing, and/or medical treatment of the horse(s).

13. LIMITATION OF ACTIONS. Any action or claim brought by Owner against Trainer for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

14. OWNERSHIP-COGGINS TEST. Owner warrants that he owns the horse(s) and will provide proof satisfactory to Trainer of the negative Coggins test upon request.

15. CHANGES OR TERMINATION OF THIS AGREEMENT. It is agreed by the parties that this Agreement may be changed or terminated by Trainer or Owner upon thirty (60) days notice, regardless of the rental or training period. All notices must be issued in writing unless otherwise agreed upon in writing by the parties.

16. RULES AND REGULATIONS. The Owner agrees to abide by all the rules and regulations of the Trainer, including the Code of Conduct. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

17. RIGHT OF LIEN. The Owner is given notice that Trainer has a right of lien as set forth in the laws of the State of Oregon, for the amount due for the board and keep of such horse(s),

and for lesson fees, also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, Trainer 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 Trainer exercises Trainer's lien rights as above described for nonpayment, 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 Trainer's representatives setting forth the material facts of the default and foreclosure as well as Trainer's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.

18. PROPERTY IN STORAGE ON TRAINER'S PREMISES. Owner may store certain tack and equipment on the premises of Trainer at no additional charge to Owner. However, Trainer shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at the facility or taken to shows or clinics as same is stored at the Owner's risk.

19. ENTIRE AGREEMENT. This contract and the ancillary documents listed at the beginning of this agreement represent the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Oregon, and shall be enforced and interpreted in accordance with the laws of the State of Oregon, without reference to its conflicts of laws principles.

20. ENFORCEABILITY OF CONTRACT AND SEVERABILITY. 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.

21. **DISPUTE RESOLUTION; ATTORNEYS FEES.** Either party shall have the right to submit any dispute arising under this Agreement to binding arbitration under the rules of the American Arbitration Association. The parties consent to such forums if selected and agree to waive any right to a jury trial. It is also agreed that any legal disputes between the parties handled through the courts shall be brought and litigated in a court located in Deschutes County, Oregon. Each party consents to this location and agrees that it is convenient. The prevailing party shall be entitled to recover its attorney's fees and court/arbitration costs related to such dispute.

Owner's name _____
address _____
Phone _____ cell _____ email _____
_ Horse's insurance policy and
number _____

Insurance contact/phone _____ desire colic surgery if recommended? yes no (circle one)

Owner's Signature

Date _____

JAROD AND TRISHA WRIGHT,

D/B/A RHINESTONE RANCH AND WRIGHT'S PERFORMANCE HORSES LLC

("Trainer")

Date: _____

Trisha Wright

_____ Date; _____

Jarod Wright

SCHEDULE A

BOARDING & TRAINING SERVICES

SCHEDULE OF FEES

As of September 1, 2023

BOARDING & TRAINING FEES

Single stall (including bedding): \$440 per month(not including bedding) lower barn, increasing to \$700 per month as of October 1, 2023, and \$605 per month(not including bedding) upper heated barn, increasing to \$900 per month as of October 1, 2023. Stall boarding fees are payable in advance, due on the first day of each month.

Dry lot with shelter: \$440 per month increasing to \$550 on October 1, 2023.

Open stall with shelter: \$440 per month increasing to \$600 on October 1, 2023. Bedding not included. If bedding is requested the rate will be \$700 per month.

Bedding/Shavings - included. Extra bedding beyond what staff provides will need to be purchased and provided by the owner.

Grain – Grain and Platinum Supplement-\$100 per month.

If you wish to feed your own choice of supplement and grain you may provide premade baggies to be fed.

Training – Full training \$385 per month, increasing to \$600 per month as of October 1, 2023. Partial Training \$300 per month increasing to \$350 per month as of October 1, 2023.

LESSONS

Lesson Fees will be announced on an ongoing basis as set forth in the Lesson Program Agreement.

Students involved in the competitive team with leased horses, boarded horses, and/or horses in training and they wish to ride their horses, show or compete at events with Wright's Performance Horses LLC will be required to participate in our competitive team lesson program. They will be allotted either up to (2) lessons each week or up to (3) lessons each week that will be available on the monthly calendar. It will be the student's responsibility to sign up for allotted times that are pre scheduled for these students only, with max numbers in each lesson slot. These lessons will have set disciplines and prearranged patterns or lesson plans available ahead of time. Students will set goals for each month, quarter and year, have opportunities for video review, and work closely with the trainer on setting realistic expectations based on their achievements. It will be at the trainers discretion to change the lesson plan if needed.

These lessons will be billed at the rate of \$300 per month which includes up to two lessons each week lessons are offered, or \$400 per month which includes up to three lessons each week lessons are offered (for those with horses in training, boarded, or leased with Wright's Performance Horses LLC) and will be due on the first of each month (unless otherwise prearranged) for the calendar year. Once you have chosen your weekly lesson amount, you cannot change it from month to month, it must remain the same for the entire year. The 2023/2024 calendar year will take place from September 1, 2023 to August 1, 2024. If you wish to cancel your enrollment it will require 60 days written notice and you will be billed on a prorated amount from the date notice is received.

Lessons slot sign ups will be available the week prior to the first of each month. If you need to change, cancel or add you can do so anytime after the sign up times open within 24 hours of the

lesson, if you miss this opportunity, you may try to trade with someone else for their lesson that week but the trainer must be notified ahead of time, as well as approve it.

The trainer and student will work together to set their goals for the year, which classes they should focus on, and what shows they should plan to attend. Based on this, the trainer will suggest lessons that best fit the students needs. The trainer may require students to sign up for certain lesson times if they are attending an upcoming show in order to participate in specific classes.

We ask that you provide your student with a three ring binder with lined paper so that they can use it specifically for their lesson plans, goals, achievements and other notes.

If the trainer believes that the client needs one-on -one attention, they will have the option to switch their three lessons for the week to one private lesson depending on availability or pay at the rate of \$100/hr.

Introductory and casual non competitive lessons will be available to sign up for at pre scheduled times with minimum and maximum participant requirements. These lessons will be billed in advance and if you cannot make a lesson you will forfeit the lesson unless you have given us a 24 hour notice and we are able to find another slot available that week. There will be no other make up opportunities available.

Drop-in lessons will have no guaranteed availability and are offered at the rate of \$80 per rider for three or more riders or \$100 per rider for one or two riders.

CLINICS

Clinic pricing will be provided in advance of sign-up.

SHOWS

Transportation – provided at the rate of \$0.75/mile + fuel split between customers for fuel over \$5/gallon. \$50 to local events.

Overnight Accommodations During Transportation – If needed, there will be a surcharge of \$100 per night divided by the number of customers, as well as any fees associated with the horses overnight (typically stalls and shavings).

Trainer Minimum Fee – Trainer has a minimum \$250/day fee for each show (inclusive of lessons, coaching, showing and riding, but not feeding, watering, stall cleaning, show prep or trailering).

Day Fee -

\$50 per day for schooling/coaching at the show if 5 clients attend

\$65 per day if 4 clients attend

\$85 per day if 3 clients attend

\$100 per day if 2 clients attend

If Owner is not present and/or time is available and you wish to have us provide feeding, watering, stall cleaning and grooming they will be charged at the following rates;

\$25 per day feeding and watering

\$25 per day stall cleaning

\$25 grooming for show prep(tail and feet/legs)

If Owner is not present the day fee per number of clients will apply plus \$25 for other services.

Per Diem – National per diem rates will be charged for the number of employees attending the event for Lodging and Food and then divided amongst the number of customers attending the show. The current rates are \$64/day for meals and incidentals and \$120/night for lodging. If rooms are shared, only one lodging rate will be charged for multiple employees sharing accommodations.

Extra Attention – if student and horse are determined by Trainer and Owner to require extra attention beyond other horses and riders at a show, the fee will be \$25/hr per occurrence, prorated for any partial hour.

Expenses incurred by farm – Owner shall pay for Trainer's and Trainer's employee's expenses, costs of grooms and related expenditures incurred while away from the Farm. These expenses are shared equally between the clients attending the show and if Trainer brings one of Trainer's own horse(s) to the show, that horse(s) will be considered another horse and Trainer will pay that horse(s)' share of expenses. (This refers to fees incurred at the farm such as paying someone to turn-out, lunge or feed while we are away)

Pre-Show Grooming - \$100, which includes a bath before the show and clipping.

Clipping- \$25 per horse. Owner must bathe horses legs prior to clipping otherwise Pre- Show Grooming will apply.

Show Grooming – No grooming fees are charged if Owner takes all grooming responsibilities, including all bathing and tack cleaning responsibilities. If the Owner takes part of these responsibilities, an adjusted fee applies which will be determined by the Trainer and Owner. These grooming fees do not cover braiding or banding.

Horse use fee — \$100 per day horse

Hay purchased @Event — Cost of hay divided amongst clients attending event.

Stalls/Bedding — Cost of stall and bedding horse uses.

Tack Stalls Split — Cost of tack stalls divided by number of clients attending event.

Supplies — Cost of supplies divided by number of clients attending event.

Braiding and Banding – a fee of \$55 will apply for banding done by Trisha, otherwise banding will be done by a hired bander and fees for banding will be paid directly to the hired bander.

Schooling Shows – Schooling shows at the Farm will have special discount coaching rates (provided in advance). Schooling shows away from the Farm may occasionally be offered at a discount rate (details will be provided in advance).

Money Earnings – Trainer shall receive 50% of all money earnings and Trainer and Owner will discuss in advance when this fee is applicable.

HORSE SALES

Commission - If Trainer's services are enlisted to sell said horse, the customary commission is 10% but Trainer may require a different arrangement and the details of sale responsibilities must be agreed upon in writing.

Videos for Sale of Horse - Making a video for sale of horse requires a great deal of additional work and will be charged accordingly, with the usual fee being \$150.

Hauling - Hauling horse to local veterinary clinic for pre purchase exam will incur a \$150 haul fee plus hourly rate of \$50 per hour to stay with the horse at the clinic. If a veterinarian does a farm call standard rates of horse handling for the owner will apply.