

# ENCANTO VALLEY FARM LLC

~ **Morgan Carr, Trainer** ~

24246 275<sup>th</sup> Ave SE

Maple Valley, WA 98038

[www.encantovalleyfarm.com](http://www.encantovalleyfarm.com) 425.766.1625 mobile

## 2011-2012 BOARD AGREEMENT

This is a legal and binding document.

Please read and understand this agreement before signing.

THIS AGREEMENT is made between Encanto Valley Farm LLC, a Washington limited liability company, 24246 275<sup>th</sup> Ave SE, Maple Valley, WA 98038, through its Co-Managers, Morgan and Tia Carr, (\*Operator\*\*), and \_\_\_\_\_, (\*Owner, Agent\*) please specify \_\_\_\_\_. Owner, Trainer, Agent (O/A) warrants that she/he has full permission to accept all responsibilities for the owner(s) of the horse(s) boarded under the O/A's name and/or responsibility at Encanto Valley Farm. O/A agrees to pay the current selected rate to Encanto Valley Farm for Board. All accounts will be paid in full with cash, cashier's or certified check before horse(s) and/or financially responsible O/A vacates Encanto Valley Farm premises unless O/A has been approved by Encanto Valley Farm LLC to vacate Encanto Valley Farm premises.

All accounts are payable in advance of the preceding month. A 30 day written notice is required upon removal of the horse and all unpaid bills are due at that time. All equipment must be removed at that time or becomes property of Encanto Valley Farm LLC. All Accounts are due for payment by the fifth (5<sup>th</sup>) day of the month. Any account not paid in full by the 5<sup>th</sup> of the month billed will be assessed of \$25.00 service fee and a rebilling fee. Accounts thirty (30) days in arrears will create a lien upon the horse(s) and removal of said horse(s) will not be allowed until the account is fully satisfied. All accounts in arrears are to be paid in full with cash, cashier's check, or certified check before horse(s) will be released.

It is understood that failure to comply with this agreement or removal of horse(s) without payment of the total unpaid balance shall constitute a breach of contract and a lien shall be imposed on the horse(s) in favor of Encanto Valley Farm LLC. Should past due accounts require legal action for collection; the O/A agrees to reimburse Encanto Valley Farm LLC for all legal and or related expenses. Riders must make themselves aware of the stable rules. Clinics or other activities may be held at various times and will require the cooperation of all O/A on those days. Notices in advance of these functions will be posted.

The Farm will be closed from 10:00 p.m. until 6:00a.m., and horse(s) will not be allowed in or out during this period unless prior arrangements have been made with the Operator.

Exceptions can only be made with prior approval of the management. Operator agrees to attempt to contact the O/A should the Operator feel that emergency veterinary and/or farrier treatment is needed for the horse(s), but if the Operator is unable to contact the O/A within a reasonable time, Operator is then authorized to secure emergency veterinary and/or farrier care required for the health and well being of said horse(s). All costs of such care secured shall be paid by the O/A. The Operator is authorized as the O/A's agent to arrange direct billing to the O/A for said emergency care.

O/A agrees to hold the Operator harmless from any and/or all claims resulting from damage and/or injury and or theft caused by or to said horse(s) except when caused by the sole negligence of the Operator. It is agreed that during the term of this agreement all risk of loss shall be assumed by the O/A in the event of

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loss/injury of /to the horse(s) by any person riding and/or handling the horse(s). O/A agrees to hold Operator harmless from such loss/injury of/to the horse(s) and/or equipment and/or persons.

Operator's policy with regards to care and/or feeding of show horses is that we will try to follow your directions relating to feed and/or care as explicitly as possible. Operator's feeding program will be individually tailored to each specific horse's dietary needs and will include up to 4 feedings (exact amount to be determined by Encanto Valley Farm LLC) of alfalfa or timothy hay along with a selection of sweet feed, senior feed, beet pulp and alfalfa cubes. Vitamins, salt blocks, and/or other feed(s) are to be furnished by the O/A. Operator will administer such vitamins, salt blocks, and/or other feed(s) with the O/A's clear and concise instructions. Instructions from the O/As must be submitted in writing.

This agreement is governed by and shall be construed in accordance with the laws of the State of Washington.

Please no dogs on the property.

Please select which Board, Training & Stall Type you would like:

- Board with Turn Out Service Only- 10 X 12 Stall- \$750.00 a month
- Board with Turn Out Service Only- 10 X 24 Stall- \$800.00 a month
- Board with Turn Out & Partial Training- 10 X 12 Stall- \$1,050.00 a month
- Board with Turn Out & Partial Training- 10 X 24 Stall- \$1,100.00 a month
- Board with Turn Out & Full Training- 10 X 12 Stall- \$1,150.00 a month
- Board with Turn Out & Full Training- 10 X 24 Stall- \$1,200.00 a month

Board, Training & Stall Type can be change with a written request and 30 days notice.

Horse Name: \_\_\_\_\_ Description: \_\_\_\_\_

Signed: \_\_\_\_\_  
Owner/Agent Morgan Carr, Co-Manager of Operator/  
Encanto Valley Farm LLC

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

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

Telephone \_\_\_\_\_  
Day Evening Emergency

Bill to: \_\_\_\_\_

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

Veterinarian: \_\_\_\_\_  
Phone

Farrier: \_\_\_\_\_  
Phone

**\*\* NO INSURANCE FOR LIVESTOCK OR CONTENTS IS CARRIED BY THE OPERATOR\*\***