## LDF Farms, LLC dba Traumhof

32040 NE 112th St, Carnation, WA 98014

## **BOARDING AGREEMENT**

		tion receipt of which is hereby acknowledged, dated	
		le by and between LDF Farms LLC dba Traumhof,	
	einafter referred to as " <b>Traumhof</b> ", providing sated at 32040 NE 112 <sup>th</sup> , Carnation, WA and	services as an independent contractor,	
(Owner's name)		residing at	
(Owner's address)		, hereinafter referred to as " <b>Boarder</b> ". These	
	ties warrant that they have the right to enter into		
Ho	rse Owner	Horse's Name	
Owner's Address		Breed	
City, State, ZIP		Age & Sex	
Home Phone		Color / Markings	
Work Phone		Veterinarian	
Mobile/Pager		Vet's Phone	
Emergency Contact		Insured By	
Emergency Phone		_ Policy #	
1.	Traumhof agrees to keep and care for the above	e horse in a good and husbandlike manner.	
	Boarder has inspected the Traumhof facilities a of stabling the above-described horse.	and is satisfied that they are adequate for the purpose	
	Boarder shall pay a monthly board fee of \$ in advance beginning on the Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.		
	. Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.		
	. For the board fee, Traumhof will provide stall, daily turnout (weather permitting), daily stall cleaning, water, and maintenance feed, Timothy Hay, Timothy Hay Pellets, Oats, Barley, (Dynamite grain and supplements are offered at an extra cost). Traumhof will provide additional services as mutually agreed at additional cost to Boarder.		
	Boarder shall make arrangements for periodic shoeing and periodic veterinarian checks, worming, and vaccinations as are normally accomplished by a horse owner. Boarder shall assume the cost		

thereof. If, in the opinion of Traumhof, the condition of the boarder's horse requires the service of a veterinarian or a farrier, either by virtue of accident or injury, or by neglect, Traumhof is hereby given the right, but not the responsibility, to call in professional assistance to attempt to correct such condition. Traumhof will attempt to contact boarder and, if not possible or practical, will contact the

veterinarian named on this agreement. In the event Traumhof is required to advance any funds to pay costs that are boarder's responsibility under this paragraph, then Traumhof shall bill boarder for such costs and payment shall be due with the next monthly board fee falling due.

- 7. During the time that the horse is in the custody of Traumhof, Traumhof shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of Traumhof's premises. Boarder fully understands and hereby acknowledges that Traumhof does not carry any insurance on any horse not owned by Traumhof, including, but not limited to, such insurance for boarding or any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse, or for any other reason, for which the horse is in the possession of Traumhof, are to be borne by Boarder.
- 8. Traumhof has published certain Policies and Information, a copy of which has been provided to Boarder. Traumhof reserves the right to amend such policies and information from time to time. Such policies and information are intended to provide guidelines for the boarder's use of the Traumhof facilities and on other matters relating to the care and maintenance of boarder's horse. Boarder understands that the terms of this Boarding Agreement shall control over any inconsistent terms of said policies and information.
- 9. Boarder agrees that Traumhof shall have a lien against boarder's horse, tack, and other personal property of boarder in Traumhof's possession for all amounts due under this agreement, which lien shall arise on the date that such amounts become due and are unpaid. Boarder agrees that RCW 60.10.020 shall apply to the foreclosure of any such lien.
- 10. A breach by the boarder of any of the conditions constitutes a breach of this Boarding Agreement, entitling Traumhof to terminate this agreement on ten (10) days written notice to boarder. Upon such notice, boarder shall pay all amounts due and owing to Traumhof and shall remove boarder's horse from the Traumhof premises. A \$15.00 per day penalty will be assessed in addition to the applicable monthly boarding fee for failure to remove the horse after ten (10) days notice.
- 11. Traumhof does not assume any liability to the boarder, or to any guest of the boarder, for injury or death to boarder or boarder's guests, or for any loss, injury, or death of the above-described horse.

BOARDER HEREBY EXPRESSLY WAIVES ANY CLAIMS FOR ANY LOSS, INJURY OR DEATH TO THE ABOVE DESCRIBED HORSE. BOARDER IS RESPONSIBLE FOR ALL THE INCIDENTAL DAMAGE TO TRAUMHOF BY BOARDER, BOARDER'S HORSE, OR GUESTS OF BOARDER. IN ADDITION BOARDER AGREES TO RELEASE AND INDEMNIFY TRAUMHOF IN ACCORDANCE WITH THE TRAUMHOF BOARDER AND PARTICIPANT RELEASE, THE TERMS OF WHICH ARE INCORPORATED HEREIN.

12. Boarder agrees to hold Traumhof harmless from any claim resulting from damage or injury caused by said horse, Boarder or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Traumhof in defense of such claims.

Please note that it is a requirement for all Boarders and guests to sign the separate HOLD HARMLESS agreement upon arrival to Traumhof.

13. Boarder agrees to pay any and all attorneys' fees and costs incurred by Traumhof to enforce the terms of this Agreement and to collect any amounts due under its provisions.

- 14. This AGREEMENT may not be assigned by Boarder without the express written consent of Traumhof.
- 15. Boarder agrees that thirty (30) days notice shall be given to Traumhof as to the termination of this AGREEMENT.
- 16. Anyone under the age of 18 years old is REQUIRED and agrees to always wear an approved riding helmet when on horseback, AT ALL TIMES, no exceptions.
- 17. Traumhof is a Training and Sales Facility. Therefore if the boarded horse is not injured or rehabilitating from an injury, they must be in a training/lesson program with a resident trainer and must be in a full work program as appropriate for the horse's fitness level.

Owner's Signature	Date
Traumhof Management Signature	Date

This agreement is subject to the laws of the State of Washington.