



WALKIN N CIRCLES RANCH, INC. BOARDING AGREEMENT

THIS BOARDING CONTRACT is made and entered into on the _____ day of _____, 20____ by and between Walkin N Circles Ranch, Inc. (WNCR) and _____, Owner of the equine known as _____ (Owner). WNCR agrees to accept the equine for boarding for and in consideration of the agreements hereinafter set forth:

1. WNCR's primary mission is equine rescue and not boarding. A limited number of boarding slots are provided as a source of revenue to help fund the rescue effort.
2. Owner agrees that WNCR, ranch employees, Ranch Hands, and/or family members are not liable for the death, theft, sickness, and/or injury, including consequential damages caused to boarded equine. WNCR is not responsible for any other cause of action arising from or connected to the boarding of equine.
3. Owner agrees to hold WNCR completely blameless and not liable for any loss or injury whatsoever caused to Owner or person(s) accompanying Owner while on WNCR premises, and/or damage/loss of personal property. All costs no matter how catastrophic, connected with boarding are borne by Owner. Owner agrees to hold WNCR harmless from paying any claim caused by, or in any way related to, boarding at WNCR.
4. WNCR is not responsible in any way for damage or theft of tack stored or used on the premises. It is the responsibility of the Owner to safeguard his/her own equipment.
5. It is Owner's responsibility to carry full and complete insurance coverage on Owner, equine, and all personal property.
6. Owner agrees to abide by all WNCR rules and regulations as outlined in the Ranch Handbook provided in the ranch Hand office. Owner further agrees to be responsible for the behavior and safety of their guests at WNCR.
7. Owner will ensure that WNCR always has a current mailing address and telephone number where they can be reached. Owner may choose to receive correspondence by email if they prefer.
8. Owner shall pay WNCR **\$375** per month to board their horse, due the 1st day of the month and payable by cash, personal check, money order or credit card. This amount is for full board, which means that the horse will receive hay, grain, and salt. Supplements may be added at Owner's discretion and at Owner's expense. If equine is boarded less than 14 days, the charge will be \$25/day.
9. Regardless of the method of payment Owner chooses, all Owners must provide WNCR with a valid credit card number to keep on file. All credit card numbers will be kept confidential. If Owner's boarding payment remains unpaid by the 10th day of the month, WNCR will charge the credit card on file the full boarding amount. If the credit card is declined, and no other arrangements have been made with WNCR for payment of boarding fees, Owner will be sent written notice of failure to pay within 48 hours of the card being declined.

10. If the situation in #8 arises for the first time, the Owner will receive a warning but will have until the end of the month in question to pay the boarding fee in full. However, if the boarding fee is not paid in full by the last day of the month or if the card is declined again for a second month (regardless of when the second incident occurs) the Owner will receive notice that they have 20 days either from 1) the last day of the month in which no payment is received, or 2) 20 days from the date the card is declined for a second month to remove their horse from WNCR property. During the time that the horse remains on WNCR property, the rest of this agreement including all terms of liability will remain in effect. Once the horse is removed from the property or is voluntarily surrendered or a lien placed (see #11) this agreement will be terminated.
11. If a situation described in #8 & 9 occurs and Owner refuses to remove their horse from WNCR property by the end of the month in which boarding fees are unpaid, the Owner may choose to voluntarily surrender the horse to WNCR, relinquishing ownership and releasing all necessary papers for the registration and/or transfer of the equine. If the voluntary surrender is completed within 5 days of the deadline for the Owner to remove their horse from the property, WNCR will not hold the Owner liable for any remaining unpaid debt. However, if the Owner chooses not to voluntarily surrender their horse within 5 days of that deadline, WNCR reserves the right to place a livestock lien on the horse, as set forth in the law of the State of New Mexico for the amount due for the board and upkeep of such horse, and also for such storage and shall have the right to retain the said horse and take title. If WNCR places such a lien, the horse will be adopted out in accordance with current adoption policies. In the event that the horse is unrideable or otherwise unadoptable, it will be disposed of in a humane manner consistent with WNCR's policies and legal action will be taken against the Owner to recoup costs as well as attorney's fees.
12. Upon arrival at WNCR, the equine shall be:
 - a. Free from infectious, contagious, or transmissible disease.
 - b. Have a current negative Coggins certificate (within 9 months); a copy of such shall be given to WNCR for permanent record.
 - c. Must be current on all vaccinations (within 12 months) prior to arrival with written dates of such to be provided for permanent record.
 - d. Must be wormed within 2 months prior to arrival with written dates of such to be provided for permanent record.
13. WNCR reserves right to notify Owner within 7 days of equine's arrival if equine, in WNCR's opinion, is deemed dangerous, sick, or undesirable for boarding at WNCR. In such case, Owner is responsible for removing said equine within 7 days of notification and for fees incurred during equine's stay. WNCR is not obligated under any circumstances to refund any portion of the boarding fee. After any additional fees are paid, this contract is concluded.
14. Regular farrier attention (trimming only) will be scheduled by WNCR every 8 weeks (may be longer based hoof growth) unless Owner prefers to arrange such care personally. If Owner elects to have WNCR arrange farrier care, the applicable fees are in addition to monthly board and will be billed separately. Regular fee \$50.00 every two months billed to owner. _____ Initial
15. Routine worming must be accomplished. WNCR uses bi-annually rotating schedule. If the Owner prefers, he/she may perform his/her own worming using the product of his/her choice. If individual worming is chosen, written documentation of worming and the product used must be provided to WNCR each worming cycle. If WNCR provides the product and worms the equine, the applicable fees are in addition to monthly board and Owner will be billed separately. Regular fee \$15.00 biannually billed to owner. _____ Initial

16. Routine annual vaccinations are required, and annual dental care is strongly suggested. These services are to be arranged by the boarder and the veterinarian bills you directly.
17. In the event of sickness or injury, after reasonable efforts have been made to contact Owner and emergency contact, WNCR is authorized to arrange veterinary care and to treat equine according to veterinary recommendations. WNCR is authorized to bill Owner for veterinary costs and any other costs incurred by WNCR in treating the illness or injury. On-going treatment is the responsibility of Owner. Should Owner be unable to administer treatment, WNCR will administer prescribed treatment for an additional fee that shall be based on the type of treatment necessary, and the amount of time required to administer it. Should death occur Owner is responsible for any expenses resulting in the removal/disposal of the remains.
18. Any and all damage done to WNCR by equine, Owner, or person accompanying Owner, will be repaired/replaced at Owner's expense. Payment and/or repairs must be made within 30 days of damage unless other arrangements have been agreed to in writing.
19. Either party may terminate this agreement upon 30 days written notice. Contract is complete upon payment of all fees due. Should either party breach this contract, the breaching party shall pay for the other's court costs and attorney's fees relating to such breach of contract.
20. **DISCOUNTS FOR ACTIVE RANCH HANDS:** \$25.00 can be discounted from boarding fee for each full 10 hours worked (chores and WNCR horses only; owned horses are excluded) during the previous month. Boarding discounts are applicable to one horse only. Max discount capped at 30 hours per month, \$75/month.

WHEN SIGNED by both WNCR representative and Owner, this agreement shall then be legal and binding on both parties.

 (Authorized Agent for WNCR)
 P. O. Box 626
 Edgewood, NM 87015
 (505) 286-0779
 saveahorse@wncr.org

 (Owner)

 (Mailing Address)

 (City) (ST) (Zip)

 (Primary Phone No.) (Secondary Phone No.)

 (E-Mail Address)

_____ I prefer that WNCR use my email address to send all correspondence.

_____ I prefer that WNCR use my mailing address to send all correspondence.

In signing this form, I agree to keep WNCR updated as to any changes in my contact information or my preferences as to how I'd like to receive correspondence.

Please list Veterinarian to be called:

(Practice or Vet's Name)

(Phone No.)

Please list farrier:

(Name)

(Phone No.)

In the event of a horse emergency and we cannot contact you, please list two individuals who can make decisions for your horse on your behalf.

(Primary Emergency Contact)

(Phone No.)

(Secondary Emergency Contact)

(Phone No.)

I HEREBY authorize WNCR to arrange farrier care for my equine and understand that \$50.00 will be billed to me in addition to board. I understand that this amount is subject to change at any time due either to changes in my equine's hoof care need or in farrier rates. _____
(Initial)

I HEREBY authorize WNCR to worm my equine bi-annually according to the schedule described in this document and understand that \$15 (\$30/year) will be billed to me in addition to board. _____
(Initial)

I understand my total monthly board payment will be \$375.00 a month or \$25.00 a day. _____
(Initial)

I understand board payments are due on the first of each month. _____
(Initial)

DESCRIPTION OF EQUINE:

YOB: _____ Breed: _____ Gender: _____

Color: _____ Markings: _____

Date of last 5 Way Vaccination _____

Date of last West Nile Virus Vaccination _____

Date of last Rabies Vaccination _____

Date of any other Vaccination and Type _____

Date of last deworming _____ Name brand _____

Current Coggins? YES NO Date of last Coggins _____
Micro chipped YES NO # _____
Does equine have 1H form? YES NO
Specific feed instructions? YES NO If yes, please explain: _____

Any habits or medical conditions we should know about? YES NO If yes, please explain: _____

List any medications, supplements, and dosing instructions: _____

GENERAL CONSENT & LIABILITY RELEASE

THIS document is an agreement between BOARDER at Walkin N Circles Ranch, Inc. and WALKIN N CIRCLES RANCH, INC. hereafter referred to as WNCR.

THE signing of this document constitutes permission from Boarder to WNCR to enable qualified volunteer Ranch Hands and/or Staff to work with equine named _____ and owned by Boarder.

ANY accident or injury to Boarder's equine while working with a qualified volunteer Ranch Hand and/or Staff is the responsibility of the Boarder and Boarder agrees to hold harmless and without liability Walkin N Circles Ranch, Inc., volunteer Ranch Hand, or Staff should any injury occur to Boarder's equine while working with a qualified volunteer Ranch Hand and/or Staff.

ALL parties agree and understand that working with equines poses certain risks and dangers and by signing this document, agree to hold harmless and without liability Walkin N Circles, Inc. should any injury occur to a volunteer Ranch Hand and/or Staff.

VOLUNTEER RANCH HANDS AND STAFF ARE EXPECTED TO HAVE AND MAINTAIN MEDICAL INSURANCE WHEN AGREEING TO WORK WITH BOARDER'S EQUINE.

_____ I decline to have WNCR and their volunteer Ranch Hands and/or Staff handle my equine in terms of grooming and exercise and accept full responsibility for such.

WNCR and qualified volunteer Ranch Hands and/or Staff have my permission to remove equine from its paddock and (please check all that apply):

- _____ Groom/Bathe
- _____ Exercise (in round pens and/or arena as available)
- _____ Ride (in round pens and/or arena as available, and/or alleyways as allowed by WNCR)
- _____ Ride equine off of WNCR property
- _____ Other – please be specific: _____

BY signing this document, we agree to all terms stated herein.

BOARDER:

Contact Information:

Signature

Primary Phone Number

Printed Name

Secondary Phone Number

Date

E-Mail Address

WNCR Representative:

Signature

Printed Name

Date

Credit Card Information

Card Account Number _____

Security Code _____ Expiration Date _____

Signature _____