

OSU Horse Center
Department of Animal and Rangeland Sciences

Partial Care Boarding Agreement

This Agreement, made and entered into as of the date of last signature by and between the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University and its Department of Animal and Rangeland Sciences Horse Center hereinafter referred to as "OSU" and (Owner's Name) _____, hereinafter referred to as "OWNER."

1. PURPOSE: Under the terms and conditions hereof, OSU grants to OWNER a non-assignable right for the OWNER to board the horse identified below on a month-to-month basis beginning (Occupancy Date) _____.

2. OWNER AND HORSE INFORMATION:

Owner's Name: _____ OSU ID: _____

School Address: _____

Home Address: _____

E-mail Address: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Emergency Contact: _____ Emergency Phone: _____

Horse's Name: _____ Breed: _____ Age: _____ Sex: _____

Colors/Markings/ID#: _____

Veterinarian: _____ Veterinarian's Phone: _____

Insured By: _____ Policy #: _____

3. IMMUNIZATION, DEWORMING and proof of NEGATIVE COGGINS: Prior to move-in, OWNER is required to submit proof of current immunization and deworming programs for their horse. At or prior to move-in OWNER will provide a copy of negative coggins test. OWNER is required to conform to the current immunization protocol at the OSU Horse Center. Information about the protocol will be provided upon occupancy.

4. FEES: OWNER shall pay the following fees:

a. A **reservation deposit** of \$ _____ is required to reserve stall space. OWNER'S reservation deposit will be applied and used as the security deposit upon move in. If OWNER fails to move in, the reservation deposit will be forfeited.

b. A **boarding fee** of \$ _____ per month, payable in advance, is due on the 1st of each month. Partial months boarding shall be paid on a pro-rata basis based on the number of days in the month.

c. If a reservation deposit was not applied as the security deposit, OWNER agrees to pay a **security deposit** in the amount of \$ _____ no later than the Occupancy Date. The security deposit will be refunded when the horse is removed, provided OWNER has given at least two weeks written notice, and OSU property has been left undamaged excluding normal wear and tear. Failure to give two weeks written notice will result in forfeiture of security deposit and any remaining boarding fee for that month.

5. PAYMENTS: Payment for the preceding month is due by the 5th of each month. If payment is not received by the end of the month in which it is due, an eviction notice will be posted on the stall, and the security deposit will be applied against any accumulated fees or charges.

6. LIEN: OWNER agrees that OSU shall have a lien against OWNER'S horse, tack, and other personal property of OWNER on OSU premise for all amounts due under this Agreement, which lien shall arise on the date that such amounts become past due and are unpaid.

7. RESPONSIBILITIES AND CARE:

OSU is responsible for providing:

- A box stall with rubber mats
- Feed of grass hay, twice per day
- Water three times per day
- Three wheel barrows of bedding per week
- Equipment for stall cleaning

OWNER may request Alfalfa and grain, or additional bedding from OSU at an additional cost.

Owner is responsible for:

- Stall cleaning for the horse consistent with good husbandry. Failure to clean the stall will result in a warning. After three warnings, OSU will have the right to proceed with eviction.
- Any special feed for feeding requirements.
- Arrangements for periodic shoeing and periodic veterinarian checks, worming, and vaccinations as are normally accomplished by a horse owner. OWNER shall assume the cost thereof.
- Daily exercise/turn-out.

If, in the opinion of OSU, the condition of the OWNER'S horse requires the service of a veterinarian or a farrier, either by virtue of accident or injury, or by neglect, OSU is hereby given the right, but not the responsibility, to call in professional assistance to attempt to correct such condition. OSU will attempt to contact OWNER and/or veterinarian named on this Agreement. In the absence of immediate available of either, OSU retains the right to contact any other professional assistance available. In the event OSU is required to advance any funds to pay costs that are OWNER'S responsibility under this paragraph, then OSU shall bill OWNER for such costs, and OWNER shall fully reimburse OSU. Payment for any such reimbursement shall be due with the next monthly boarding fee.

During the time that the horse is in the custody of OSU, OSU 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 injury or disability the horse may receive or inflict while on OSU'S premise. OWNER fully understands and hereby acknowledges that OSU does not carry any insurance on any horse not owned by OSU and that all risks, including inherent risks associated with horses and equine activities identified at ORS 30.689 and all other liability, relating to boarding of the horse are to be borne by OWNER.

8. AUTHORIZED INDIVIDUALS: OWNER shall provide written notice to the Barn Manager at least 48 hours prior to allowing any other individuals to provide care, removal, or transportation of the horse. If individuals other than the OWNER are to ride or handle the horse, OWNER must notify the Barn Manager and the individual must sign an OSU Acknowledgement of Risk and Waiver of Liability form.

9. OSU NOTICE: Except as otherwise expressly provided by law or requested in this Agreement, any notice or other communications to OSU required by this Agreement must be in writing and delivered to the OSU Contact listed below:

Megan McVicker, Barn Manager
OSU Horse Center
112 Withycombe Hall
Corvallis, Oregon 97331

Physical Address: 5501 NW Walnut Blvd.
Corvallis, Oregon 97330
Telephone: 541-737-3575
Facsimile: 541-737-4174

10. INSURANCE: OWNER shall have sole responsibility for maintaining insurance coverage for and with respect to OWNER'S horse and other personal property, including without limitation appropriate policies of property and liability insurance.

11. INDEMNITY, RESPONSIBILITY FOR DAMAGES: OWNER shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the OWNER'S or OWNER'S horse's activities under this Agreement, or from any act, omission, or neglect of OWNER or OWNER'S horse, guests, or invitees. OWNER shall save, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, OSU, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of OWNER, OWNER'S horse, or OWNER's guests or invitees acting under this Agreement.

12. TERMINATION: This Agreement may be terminated immediately by mutual consent of both parties or by either party with not less than two weeks prior written notice.

13. EVICTION: OSU reserves the right to evict any horse that displays dangerous or destructive habits or any OWNER who does not comply with OSU Horse Center General and Arena Rules (which will be provided upon occupancy) or the terms of this Agreement.

14. ASSIGNMENT: OWNER shall not assign this Agreement or sublet or suffer any use of said Premises other than herein specified, and any attempt to do so shall be null and void unless approved in a writing signed by a party authorized to bind OSU.

15. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between OSU and the OWNER that arises out of or relates to performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County, Oregon. Provided, however that if any such claim, action, or suit may be brought only in federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. OWNER hereby consents to the in personam jurisdiction of said courts.

16. TAX COMPLIANCE CERTIFICATION: OWNER hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that, to the best of OWNER'S knowledge, OWNER is not in violation of any tax laws described in ORS 305.380(4).

17. MERGER: This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. There are no understandings or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such consent, or waiver shall be effective only in the specific instance and for the specific purpose given. OWNER by the signature below acknowledges having read and understood the Agreement and the OWNER agrees to be bound by its terms and conditions.

OWNER

_____ Date: _____
(Parent or Guardian, if under 18)

OSU

_____ Date: _____
Barn Manager

_____ Date: _____
Procurements and Contracts Supervisor