

McKuster Ranch, LLC
PASTURE RENTAL - HORSE BOARDING AGREEMENT
LIABILITY RELEASE

PLEASE READ CAREFULLY AND COMPLETE ALL SECTIONS

AGREEMENT to be submitted with veterinary and ownership records
when horse is brought to the pastures of McKuster Ranch, LLC.

Pasture Rental Agreement to be executed in duplicate; one copy to be retained by each party at time of pasture entry.

A. DEFINITIONS: The term “Horse Owner”, “Boarder”, “Pasture Renter”, “Renter” shall herein refer to the owner, part-owner, or lessee of the animal(s) which are contracted to be boarded under this Agreement. The terms “HORSE”, “EQUINE”, and “ANIMAL” shall herein refer to all equine species and also to the specific animals to which this agreement refers. (please see *ORS 30.687 to 30.697*) The terms “BOARD”, “PASTURE RENTAL”, “HORSE BOARDING”, and “BOARDING” shall herein refer to the provisions of compensation of daily routine husbandry, food, and physical space for animal by a party who generally have financial/ ownership interest in the horse. BOARDING services may include the provision of designated horse riding and training arenas and open space in which the Boarder can ride and work with their horse(s) at times that are specified by McKuster Ranch, LLC. The term “McKuster Ranch, LLC”, “ranch”, “farm”, “grounds”, “property”, “pasture”, “McKuster Ranch” “equine facility”, shall herein refer to the ownership, property, and location of 54795 Walla Walla River Road Milton-Freewater, Oregon and McKuster Ranch, LLC (a registered Oregon - Limited Liability Company). The term “RIDER” shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms “BOARDER”, “I”, “WE”, “ME”, or “MY” shall herein refer to the BOARDER(s), Horse Owner(s) and the parent(s) or legal guardians thereof of a minor entering the equine property of McKuster Ranch, LLC.

B. AGREEMENT PURPOSE This agreement is entered into by and between McKuster Ranch, LLC and _____, the Boarder. The term of this Agreement shall be

month-to-month effective on _____ through _____ subject to compliance with all policies of McKuster Ranch, LLC. The purpose of the agreement is to provide the above horse owner with horse herd pasture boarding, a feeding facilities, and horseback riding opportunities on and about the property of McKuster Ranch, LLC. The purpose of the agreement is to provide a monthly payment to McKuster Ranch, LLC by the horse owner for all horse feedings - payable in advance, and for all other services rendered.

C. CONTRACT DURATION This agreement shall remain in force as agreed upon and signed by the parties hereunto from the contract period beginning with our summer boarding season May 2010, and until terminated or amended by either party hereunto. A verbal agreement to waive any part or portion of this agreement does not waive any part or portion of this agreement to all future references, and transactions. This agreement shall be terminated by the lapse of a 30-days written notice, with or without cause unless the immediate safety and well being of human(s) or animal(s) is being compromised by a 30-days written notice. Any modification(s) made by McKuster Ranch, LLC to this agreement will be made for both parties understanding by/with a 30-day written notice to the above named boarder.

Horse Owner and McKuster Ranch, LLC Agrees to The Following:

That for and in consideration of the payment of the pasture rent and the performance of the terms of renter's covenants herein contained, McKuster Ranch, LLC rents pasture to the horse owner, and the horse owner rents pasture space from the McKuster Ranch, LLC on a month-to-month tenancy.

Horse Owner further agrees to **TERMS OF BOARDING SERVICES** and:

1. To pay McKuster Ranch, LLC the sum of \$100.00 per month (May – September) and \$175.00 per month (October–April), on the _____ day of each month, unless prior arrangements have been made. **NOTE: see Pasture Inclusions – page 6.** If the pasture rent is not received by the _____ day of the month the renter shall pay a late charge of \$15.00. If past due rent is not paid by the _____ day of the month the amount due will increase by \$5.00 per day. In addition to all other charges, the horse and horse owner may be subject to eviction and all legal fees to recover rent and any/all past due charges to be paid at the Horse Owners expense.
 - 1a. In the event a pasture rental payment is made with an instrument of Non-Sufficient Funds (NSF) there shall be an additional \$25.00 processing fee, plus any and all bank charges occurred due with the cash replacement for the same NSF payment.
 - 1b. In the event of a second pasture rental payment or a service charge reimbursement payment is made by the same owner with an instrument of Not Sufficient Funds (NSF) all further business transactions thereafter with that individual and McKuster Ranch, LLC shall be conducted on a CASH or CASHIER'S CHECK only basis. Payment receipts are provided.
2. Supply confirmation of current vaccinations including West Nile Virus to McKuster Ranch, LLC.
3. Supply evidence of spring shots from the most recent spring. (Veterinarian record or most recent bill of sale for vaccines administrated by owner)
4. Supply a copy of **Bill of Sale** or other legal form showing Proof of Ownership.
5. Maintain the normal annual immunization program as recommended by your veterinarian, with a copy of record to McKuster Ranch, LLC.
6. Maintain a regular farrier schedule. We ask all shoes be removed from wintering horses by November 15th.
7. Pay for the administering of drugs, supplements and medications provided by the Horse Owner at an agreed upon service charge. Usually at the rate of two dollars (\$2.00) per occasion, or the rate of ten dollars (\$10) per hour for a hard to catch horse.
8. Boarder can provide fly spray and/or fly mask for your horse during summer insect season. McKuster Ranch will provide service of spraying or masking of your horse at an agreed upon service charge. Usually at the rate of two dollars (\$2) per occasion, or the rate of ten dollars (\$10) per hour for a hard to catch horse.
9. Pay McKuster Ranch, LLC for sick/ injured horse care at the rate of fifteen dollars (\$15.00) per hour or any portion thereof, if requested by Horse Owner or if required by the circumstances. To pay at the rate of sixty dollars (\$60.00) per hour for removal of any dead horse or offspring belonging to Horse Owner within 24 hours of notice of death by an McKuster Ranch, LLC owners/ personnel.
10. Supply a list of all persons authorized to handle/ ride your horse. Anyone who handles your horse, other than your immediate family member (child, spouse, and parent) without you being present must be over 16 years of age and must sign a Release of Liability with McKuster Ranch, LLC, or be listed below. **Only certified –**

insured/bonded horse trainers and immediate family members shall ride your horse on the premises of McKuster Ranch, LLC. Anyone of your choice can ride/ handle your horse outside the gates/ off the premises of McKuster Ranch, LLC, at your/their convenience.

Riding family members: Name: _____ Age: _____
Name: _____ Age: _____
Name: _____ Age: _____
Name: _____ Age: _____
Name: _____ Age: _____
Name: _____ Age: _____

Insured horse trainers: Name: _____ Age: _____
Name: _____ Age: _____

We DO allow friends and guests of boarding Horse Owners to tack their horses (non-boarding horses) and make day/ trial rides from McKuster Ranch, LLC property leaving from our front hitching rail/ exit gate. These individuals shall not ride inside McKuster Ranch’s fenced pastures, arena, paddock, or round pen areas.

11. Adult Horse Owner must accompany any child under 16 years of age while on premises. Children under 6 years of age must have proper adult supervision at all times. **Horse Owner acknowledges that horses are large animals that can easily injure small children. Horse Owner also acknowledges that pastures are fenced with electric fencing, which may harm small children.** Horse owner initials _____

12. McKuster Ranch request prior notice (12 to 24 hours if possible) be given to McKuster Ranch owners/ staff when taking your horse from the premises. This is for you and your horse’s protection. We want to be sure only you handle your horse, unless you specify otherwise, and your horse is always on McKuster Ranch premises when you come for it.

13. Horse owner is responsible for any and all damage done by his/her horse, by self, his/her companions, or Horse Owner’s authorized user, to McKuster Ranch property or property of other persons renting pasture/ horse boarding at McKuster Ranch, LLC.

14. McKuster Ranch has the right to immediately terminate this agreement with Horse Owner, without refund, for abusing any horse on McKuster Ranch property, or for repeated improper behavior or disregard of McKuster Ranch rules.

NOTE: It is forbidden for anyone except McKuster Ranch owners/ personnel to climb the stair or enter the hayloft of the barn. McKuster Ranch specifically denies any liability for the violation of this rule.

15. McKuster Ranch, LLC, shall be entitled to a lien against the boarded horse of the Horse Owner for the value of services rendered, and shall be entitled to enforce said lien according to the laws of the State of Oregon, in the county of Umatilla provided;

- a. McKuster Ranch, LLC performs the services herein specified and
- b. Horse Owner fails to make scheduled payment for horse boarding/ pasture rental, or other/ all services rendered.

16. McKuster Ranch is not liable for:

- a. Any accident or injury to a horse, a Horse Owner, his/her companions or Horse Owner's authorized trainer, other than an act of negligence on the part of McKuster Ranch, LLC.
- b. Damage to or the theft of any tack or other personal belongings of the above mentioned.
- c. Damage to Horse Owner's horse(s) caused by others' horses also being pastured/ boarded at McKuster Ranch. Please keep in mind; a horse is a horse, and most horses behave like a horse.

17. Horse Owner shall not use tack or personal property of another boarder without prior written authorization.

18. All bills must be paid in full before horse leaves McKuster Ranch, LLC property, unless otherwise agreed upon.
See paragraph 15

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any and all legal action to enforce the terms of this Agreement shall be brought to the Circuit Court of Umatilla County, in the State of Oregon.

All parties herein understand that equine sports (handling, training and riding) can be a hazardous activity, which may subject the participants to possible serious injury.

McKuster Ranch, LLC is an Equine Facility

It is understood by all parties undersigned that activities on the grounds of McKuster Ranch, LLC are subject to the Oregon Equine Inherent Risk Law ~ Oregon ORS 30.687 -30.697 ~ as referenced to and presented in all public libraries in the State of Oregon and the same in form on the McKuster Ranch website -- www.mckuster-ranch.com

Horse Owner _____ Date _____

Horse Co-Owner _____ Date _____

Pasture Owner _____ Date _____

TERMS OF BOARDING SERVICES

McKuster Ranch, LLC Agrees To:

1. Provide normal care for the horse in a good husbandlike manner.
 - a. With agreement to pasture your horse, and in the winter months to supply hay twice daily (morning and evening) and/or sufficient pasture grazing and provide water at all times to the horse. Supplements provided by the Horse Owner will be fed in the recommended amount per packaging or as directed by Horse Owner. Additional individual feeding at an agreed upon price, above pasture rental/ boarding fees for services rendered or the rate of ten dollars (\$10) per hour for a hard to catch horse.
 - b. Administer tri-monthly or as prescribed a de-wormer medication as a part of the regular schedule, for an agreed upon price, above that of pasture rental/ boarding fees for services rendered;
 - c. To keep an injured horse in a barn stall and/or paddock when necessary or as agreed, on a short term basis – not more than thirty (30)days;
 - d. To maintain barn, paddock, fencing and pastures in a good husbandlike manner, and in any event in at least the same condition as when this Agreement was originally signed.
2. To maintain safe premises at all times to the extent possible.
3. To make every effort to notify the Horse Owner in the case of an emergency to his or her animal.
4. To make reasonable effort to maintain the safety of the horse owner's horse, tack and personal equipment, if any, stored at McKuster Ranch. Horse Owner should only keep minimal necessities on site, as McKuster Ranch does not have storage facilities for such items. **McKuster Ranch does not insure against damage to or loss of horse, tack or other personal equipment/property. You are encouraged to insure these items on your own, or keep them in your possession.**
5. McKuster Ranch, LLC will provide very basic first aid supplies for everyone's use in an accessible area in the barn (see first aid medicine cabinet) that will be pointed out to you. Should you use the last of any first aid item please notify McKuster Ranch so we may replace it. You may use the horse grooming aids (brushes, hoof picks, pumice stones, bot fly egg scraper) belonging to McKuster Ranch. Please replace grooming aids as/ where they were found. We ask, please do not use other supplies belonging to the ranch or other boarders such as grain/ nutrition supplements, fly sprays, shampoos, liniments, etc. Horse owner initials _____

This document constitutes the entire agreement between the parties and there are no other agreements between them except as may be listed below.

Site Description: Approximately 16 acres of fenced and cross-fenced flat irrigated pastures - seven permanent lots, six of about 2 acres each and one about 4 acres with riding arena included.

Large, old barn, two bays for horses, one bay enclosed and can be closed off, the other is a breezeway providing protection from elements. Small tack room in barn. Lighted everywhere, lights will be pointed out to you, and a motion sensor light floods the entry area to the barn from the house. A paddock adjacent to the barn with round pen for your use included. **Please let us know in advance if you will be coming/ going after dark, as you may otherwise be mistaken for an intruder.**

Fences are constructed of railroad tie and capped T-post with at least three-strand electrical wire and/or electric hot tape, electric poly-rope on top of all interior fencing. All perimeter fences are at least four-strand electrical wire and most with one strand electrical hot tape/ electric poly-rope across the top, electric poly-rope 6" above ground.

The tack area is 20x30 and is *not* secured by lock or key.

Hayloft above barn ground floor is for storage of hay and McKuster Ranch, LLC farm implements — **DO NOT ENTER HAY LOFT FOR ANY REASON.**

There is fresh running water and a hose, but not yet a sink at the barn. There is electricity available at the barn.

Hours of operation: General daylight hours after 7:00 a.m. until dark. Longer hours for your riding pleasure during summer. Please turn off vehicle engine when loading and off-loading your horse at our house.

We value our privacy. We will not restrict your access to your horse(s), but we ask that you call first if you are planning on making a ranch visit at a time other than the above listed hours of operation or during daylight hours. Please also notify us of any special needs or any changes concerning your regular routine, so that we can accommodate you as best we can. We use our driveway to the barn, and leave our vehicles parked in same driveway (school buses during the school year). If you have need to drive to barn for any reason, please give 24-hours notice so we will have driveway cleared for your vehicle to pass. Thank you!

Horse Owner _____ Date _____

Horse Co-Owner _____ Date _____

Pasture Owner _____ Date _____

McKuster Ranch, LLC
PO Box 674
54795 Walla Walla River Road
Milton-Freewater, OR 97862
Telephone – 541-938-3303
Email – katdale@charter.net

2009-2010 Pasture Inclusions

Depending on the particular year's weather and the pasture grass growth, pasturing boarding availability may begin in April. Hay supplement may extend into May and will always begin on October 1.

Pasture Boarding rates are:

\$100/month; \$8/day, \$40/week. (May – September) pasture grazing and fresh well water provided daily
\$150/month; (May-September) if pasture is supplemented with once a day hay feeding
\$175/month; \$50/week, \$10/day (October 2010 – April 2011) *WINTER BOARDERS with winter reservation deposit -- second cutting hay provided 3-4 times daily* with fresh de-iced 45°-55° F well water at all times
\$225/month; \$60/week, \$15/day (January 2010 – April 2011) winter boarder without a winter reservation deposit

*WINTER BOARDERS – winter hay feedings 2x/day (3x/day regular feed schedule when pastures are snow covered; 4x/day when pastures are snow covered and mid-day air temperature is below 20° F)

*WINTER BOARDERS – will be asked to make their winter reservation deposit on or before August 15th.
To make a one hundred dollar (\$100.00 USD) non-refundable deposit at the time of the reservation to be applied to first four months of winter season pasture boarding- October through January @ \$25 per month.

Daily turnout — all weather — 24/7 open barn access

Once a week curry/ body brushing of dirt from horse's coat. Mane and tail detangle not included.

Winter blanketing per boarders' instructions when air temperature is below 20° F (blanket provided by boarder)

Additional services as arranged and set forth below:

Special feeds.....	Provided by boarder + labor - \$2.00/ feeding
Tri-monthly de-wormer..... (current brand- Pfizer's Equimax)	Cost of de-wormer + labor - \$5/ worming
Supplements (given during regular feed schedule only).....	Provided by boarder + labor- \$2.00/ feeding
Blanketing horse above 30° F (when others horses are not).....	labor - \$5.00 per occurrence
Administer dry medicine.....	labor - \$2.00/dose plus supplement cost
Other veterinary (bandaging, hosing, infirmary cleaning, etc.).....	labor - \$10.00/hour
Handling of horse for vet or farrier.....	labor - \$10.00/hour
Ambulatory service and hourly travel/ layover rate (use of McKuster Ranch, LLC - truck/fuel and horse trailer)	labor - \$10.00/hour plus S&H
to Milton-Freewater, OR vet address.....	\$25.00 plus hourly rate - after first
hour	
to Walla Walla / WA vet address.....	\$35.00 plus hourly rate
to Pendleton, OR vet address.....	\$75.00 plus hourly rate
to Washington State University.....	\$300.00 plus hourly rate

McKuster Ranch, LLC Premises Guidelines

- 1) No smoking around barn or in pasture area. All smokes are to be extinguished at first gate-point of entry.
-- Please fieldstrip and pocket your smoke butts.
-- Fire Extinguishers are placed throughout the barn, please use without hesitation if needed
- 2) No hard liquors (whiskey, rum, gin, vodka, etc.) or non-prescription drugs allowed on premises.
- 3) No dogs are to be allowed to roam McKuster Ranch property, inside or outside our pasture areas. If you feel a need to have a dog with you it should be kept in –or– leashed to your vehicle at all times, unless you are leaving to make a trail ride. If taking a dog along for a trail ride the dog should be maintained on a leash until you have ridden off McKuster Ranch property. We do not wish any of our guest, boarders or livestock to be involved in any type of dogfight. Thank you.
- 4) Do not bring children that require a babysitter to McKuster Ranch, LLC without bringing your babysitter. Do not allow any children to play in any area where there is horse traffic, or in any paddock or pasture. **You the horse owner are responsible for the safety of your children, your guests, and yourself.** Owners of animals, and immediate family members are allowed in the paddock areas and riding areas. Guests or children should not be present in these areas unless they are with the horse's owner. Any and all liability for injury, or harm to a child, a babysitter or guest will be your responsibility - the horse owner. Horse owner initials _____

- 5) **No** screaming, yelling, or other loud noises; no running or disruptive behavior allowed on McKuster Ranch property. No one shall spook the horses, or endanger their handler's safety.
- 6) You may use your farrier, equine dentist and vet, or you may use the ranch's farrier and vets, or maintain your horses good health by your administration of medicines, vaccinations and hoof trimming. All vet, dental, farrier costs/ fees are the responsibility of the horse owner.
- 7) **Communication is encouraged.** Feel free to call/leave messages at **541-938-3303** answer machine at anytime during normal business hours. Please do not expect us to make conversation after dark or after we have gone to bed for the evening. We will ask that you make telephone calls between 8:30 a.m. and 8:00 p.m. Due to our other jobs schedules we prefer to handle business and pleasure matters via Email – katdale@charter.net. Thank you.
- 8) Please put away all your belongings when you are finished with your horse.
- 9) Please clean up your spilled grain, grooming aids or horse supplements in the area around the barn.
- 10) Please remove your horse's manure and hoof trimmings from the high traffic area of barn and hitching rails.
- 11) Please check lights and all doors or gates that you may have opened before leaving. Turn off lights, turn off water and hang hose, that you may have used during your visit.
- 12) Due to limited storage space, please keep excess/extra equipment at home (e.g. blankets/halters rarely used).
- 13) Please hose horses outside of barn only. There is a secure designated wash station next to the barn.
- 14) One small trunk with or without your lock and key may be kept in barn tack area.
- 15) Please inform McKuster Ranch, LLC/ staff of any farrier/veterinarian service visits as early as possible (at least 24-hours notice). We will move our vehicles from driveway for drive through access to barn area if we are available. NOTE: During the school year we do park school buses in our driveway.
- 16) For our protection, that of your horse, family members of the horse owner who will be riding on McKuster Ranch property shall be listed on this boarding contract agreement (*see page 3*), children must be over age 6 and shall have a parent/ guardian sign a liability release assuming all responsibility of the child's activities. **We recommend that you and/or your riding family member(s) wear an ASTM/SEI approved riding helmet.**
- 17) You are expected to be present for any vet/farrier visits, for general safety purpose. Should you not be available, you may employ McKuster Ranch services at prices listed in the inclusion section of this agreement (*see page 7*).
- 18) We are all to respect each other's belongings. Do not help yourself to another's belongings, supplements or medications without written permission of the owner.
- 19) If you are riding your horse off McKuster Ranch property, please let us know. If you can give us your ETA of return, and the direction you plan to ride into. In the event you have not returned within an hour of that ETA, we may begin looking for you along our ranch area backcountry roads and trails.
- 20) Do not leave any items in a pasture or other turnout areas. Out of curiosity, horses tend to chew on anything.
- 21) Do not use chemicals that are not environmentally safe. Never dump any wash-water or empty any container in a pasture area or an area accessible to horses. Please use barn trash receptacles for containers disposal, and dump waste water across the horse wash station railroad ties.

22) Do not modify any stall, structure, fencing or any other object, or rearrange any area of the barn without gaining the permission of McKuster Ranch, LLC.

23) Do not give horse treats to others' horses, than your own, without permission of the owner.

24) Do not ride any horse, or allow your family members/ guest to ride any horse that you do not own.

25) Please do not ride across our lawn or in/ about the garden or flowerbeds of our home. Stay on driveway.

26) Do not bring in any cats or dogs onto the premises. Dogs taken on trail rides shall remain in vehicle until you are ready to ride off McKuster Ranch property.

27) **Always close and latch gates securely that you have found that way.**

Thank you.

Pasture Owner _____ Date _____

Horse Owner _____ Date _____

Horse Co-Owner _____ Date _____

McKuster Ranch, LLC - Pasture Boarders' Agreement revised 5/1/2010