

THE CLUB AT BRASADA RANCH

Short Term Boarding

As of February, 2018

Short term boarding is provided on a space-available basis to Members of The Club at Brasada Ranch or Guests renting a cabin or suite with Brasada Ranch.

Short Term Boarders may provide their own hay, or purchase hay from the facility and will be fed, along with grain and supplements at owner's request up to 3 times daily. Proof of vaccinations, Coggins if out of state, liability release, and board agreement are required prior to arrival.

Daily board includes:

- Private stall boarding in a 12' x 12' stall with rubber mats
- Twice daily cleaning of stalls
- Access to outdoor arena
- Access to round pens
- Dedicated outdoor horse trailer parking area
- Horse wash
- Indoor restroom facilities
- Access to Brasada trails, acres of BLM trails and land, and Trail course
- 24 hour roving safety services

***f**ees & Charges*

| | |
|-----------------------------------|---------------|
| Equestrian Member Family or Guest | \$45 per day |
| Brasada Athletic or Golf Member | \$50 per day |
| Resort Guest | \$55 per day |
| Bale of Hay | \$20 per bale |

***O**ther Fees & Charges*

The following services may be provided upon request and availability at a rate of \$50.00 per 30 minute increment and will be billed to the boarder at the completion of their stay.

- Grooming Services
- Tail Conditioning/Wrap
- Handling for Vet/Farrier
- Exercising/Lunging
- Scheduling Services
- Special Feeding/Supplements

For additional information, please contact:

Brasada Ranch Equestrian Club, 16986 SW Brasada Ranch Road; Powell Butte, OR 97756
Phone 541.526.6262 (office); 541.848.7024 (cell)

All dues, fees and charges are subject to change.

SHORT TERM BOARDING AGREEMENT

This agreement is executed between The Brasada Club Corporation, an Oregon Corporation dba The Club at Brasada Ranch (hereinafter referred to as "Brasada") and

_____ (printed name) hereinafter referred to as "Renter"

_____ (signature) of Renter for Charges

Office Use

Arrival Date _____ Time _____

Departure Date _____ Time _____

Total Nights _____ x \$ _____ = \$ _____

Hay Bales _____ x \$ _____ = \$ _____

___ E-mail confirmation ___ Lodging Confirmed

___ Liability Release Signed ___ Vaccinations

Additional Charges = \$ _____

GRAND TOTAL = \$ _____

Barn _____ Stall _____ Keys _____

RENTER INFORMATION:

___ Equestrian Member Family or Guest (\$45 per day)

___ Brasada Athletic or Golf Member (\$50 per day)

___ Resort Guest (\$55 per day)

Cabin #/Address (upon arrival) _____

Name _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Cell Phone _____ E-mail _____

Emergency Contact _____ Phone _____

DESCRIPTION AND HABITS OF HORSE

| Horse #1 | Horse #2 | Horse #3 |
|--------------------------------|--------------------------------|--------------------------------|
| Name | Name | Name |
| Age___ Mare___ Gelding___ | Age___ Mare___ Gelding___ | Age___ Mare___ Gelding___ |
| Breed | Breed | Breed |
| Dangerous habits/special care? | Dangerous habits/special care? | Dangerous habits/special care? |
| Barn & Stall dedicated: | Barn & Stall dedicated: | Barn & Stall dedicated: |
| Keys: | Keys: | Keys: |

PROOF OF REQUIRED VACCINATIONS UPON ARRIVAL

- Flu/Rhino (Influenza/Rhinopneumonitis) – 1 year or less
- Tetanus – 1 year or less
- West Nile – 1 year or less
- Eastern/Western Equine Encephalomyelitis (Sleeping Sickness) – 1 year or less
- Wormer – 6 months or less
- A “Health Certificate” from your veterinarian – 1 year or less
- Coggins (Negative) – required if not from Oregon

*Not required, but highly recommended: Strangles, Rabies

Proof of the above vaccinations is required by Brasada Ranch. Please provide a copy of the detailed veterinarian bill. If vaccinations, shoeing, or trimming are not done, and the horse(s) is in need of such services a farrier and/or vet will be called to provide such services at the Renter’s expense. If Brasada Ranch procures vet and/or farrier services, there will be a \$50.00 service fee.

TERM

Arrival _____ Departure _____

The term shall commence as indicated above unless the parties agree in writing to continue the term of this Agreement in which case the new term shall be attached hereto, signed and dated by both parties hereto. These terms and conditions shall apply to any extensions of this agreement.

PAYMENT AND FEES

Upon execution of this Agreement, Renter agrees to pay the total amount due to Brasada under the Agreement based on the daily rate total calculated above. Please make checks payable to: “The Club at Brasada Ranch Equestrian Center.”

OWNERSHIP

Renter warrants that he/she owns said horse(s) in Agreement.

RIGHT OF LIEN

Brasada Ranch has the right of lien as set forth in the law of the State of Oregon for the amount due under this Agreement and additional agreed upon services, and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

STANDARD OF CARE AND FEEDING

Brasada Ranch agrees to provide bedding. Renter shall either purchase hay from Equestrian Club at \$20.00 per bale, or provide hay, grain and/or supplements. Horse(s) will be fed as requested by owner.

LIMITATION ON LIABILITY

Pursuant to O.R.S. 30.691 Renter agrees that except in the event of Brasada’s gross and willful negligence, Renter shall bring no claims, demands, actions and causes of action, or litigation, against Brasada for any economic or non-economic losses due to bodily injury, death, property damage sustained by Renter and/or your minor child or legal ward in relation to the premises and operations of Brasada, including while riding, driving, grooming, handling, riding as a passenger, or otherwise being near horses owned by, or in the care, custody and/or control of Brasada. Anyone under the age of 18 must wear an approved equestrian safety helmet during participation in all equestrian activities. Any person engaged in jumping must wear a helmet while engaged in such an activity. Renter further acknowledges that they are aware equestrian activities can be dangerous and that Renter adheres to the Brasada rules. Brasada and/or its agents shall not be liable to any loss or damage to persons or property resulting from weather, climatic conditions, fire, explosion, gas, electricity, water, rain, natural disaster, war, riot civil unrest, or acts of God. This agreement is binding upon Renter’s executors, heirs and assignees.

Renter further agrees that except in the event of Brasada’s sole negligence, Renter hereby releases and waives any claims, demands, actions or causes of action for injury or death to Renter’s horse(s).

INDEMNIFICATION

Renter agrees to indemnify, hold harmless, and defend Brasada and its respective members, officers, directors, partners, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses, including reasonable attorney’s fees, on account of personal injury, death or damage to, or loss of, property or profits arising out of, or resulting in the whole or in part, from any matter related to the use or care of said horse(s).

WAIVER OF SUBROGATION

Renter agrees to waive any and all claim during the terms of this Agreement, or any extension or renewal thereof, for any loss or damage to any horse(s), for which loss or damage is covered by valid and collectible insurance policies to the extent that such loss or damage is recovered under said insurance policies. Said waivers shall be in addition to, and not in derogation of, any other wiaver or release contained in this Agreement with respect to any loss or damage to Renter’s horse(s). Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Renter is advised to give each insurance company written notice of terms of such waiver, and to have insurance policies properly endorsed, if necessary.

RULES AND REGULATIONS

Brasada Rules and Regulations are hereby incorporated into this Agreement by reference. Brasada reserves the right to make reasonable changes to such Rules and Regulations in writing from time to time.

ACTIONS

Any actions by one party to the Agreement against the other arising out of the Agreement or of conduct, acts or activities of the parties hereunder will be governed by Oregon law and may be maintained in the Circuit Court of the State of Oregon. No such action against Brasada may be maintained except in and for the State of Oregon. Renter consents to its maintenance of any such action by Brasada against it in the Circuit Court of the State of Oregon in and for Crook County.

ASSIGNMENTS

Renter may not assign this Agreement or any interest therein or permit the use of the equestrian facility or any part thereof without the prior written approval of Brasada.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Brasada and Renter. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of this Agreement unless reduced to writing and signed by all parties.

THE BRASADA CLUB CORPORATION dba THE CLUB AT BRASADA RANCH

Organization: The Brasada Club Corporation dba The Club at Brasada Ranch
Address: 16986 SW Brasada Ranch Road, Powell Butte, Oregon 97753

Authorized Signature: _____

Date: _____

RENTER

By: (print name) _____

Authorized Signature: _____

Date: _____



Equestrian Club Rules

- Walk horses in and around Equestrian Club Area.
- Respect the 15 MPH speed limit on all roads within the Equestrian Club.
- All riders or persons handling a horse MUST sign a release form before riding. Release forms are available in the Equestrian Office.
- All dogs/animals in the Equestrian Club area must be on a leash and owners must be in control of their animal at all times. Additionally, no dogs/animals off leash are permitted on any of the Brasada Equestrian Trails.
- No smoking permitted within any Equestrian Club areas.
- Please refrain from using other horse owner's property without permission.
- All children must have adult supervision at all times in the Equestrian Club
- No turn out in round pens or arena areas.
- No horses are to be left unattended in ANY area.

Guest Name

Guest Signature

Date