

2018 Annual Pasture Agreement

****note – if you have more than one horse, put them all on one agreement****

R-Ranch POA
Po Box 71
Hornbook CA, 96044
Stables (530) 475-3425
stables@r-ranchca.com
Facebook R-Ranch Stables

THIS AGREEMENT is entered into and between R-Ranch POA, hereinafter referred to as "R-Ranch", and _____, hereinafter referred to as "Owner". These parties warrant that they have the right to enter into this agreement.

Section 1: Contact and Horse Information

Owner is responsible for maintaining current and accurate contact information and information regarding the pastured horse covered under this agreement. It is the Owner responsibility to inform emergency contact of any pertinent information regarding horse or horse care wishes.

Owner:

Name _____ Share # _____

Address _____

City, State, Zip _____

Work Phone _____ Home Phone _____

Cell Phone _____ E-Mail _____

Emergency Contact _____ Phone _____

Best way to contact Owner? _____

Horse:

Name _____ Age _____

Breed _____ Tattoo/ Brand _____

Sex _____ Color / Markings _____

Picture: Please provide three current color photographs. One of front and one each of side profile.

Any Health issues we need to know about _____

Veterinarian _____ Phone _____

Insurance group _____ policy # _____

Vaccine Information:

Owner must provide proof of current vaccinations and worming, (see Section 9 of Brown Book that the R-Ranch requires). (Head Wrangler will be responsible for determine vaccines required and this list will be available at the stables and headquarters.)

List of vaccines and name of person administering and date of administration:

Date of Worming:

Section 2: Term of Agreement

This Agreement shall become effective upon signature by all parties and will remain in effect for the calendar year identified in the title of the agreement.

This agreement is valid for the calendar year of 20____. Beginning on _____, 20____ and expiring upon December 31, 20____.

Section 3: Terms and Conditions:

1. R-Ranch has established published certain policies (Brown Book), a copy of which has been provided to the owners and available in R Ranch Headquarters upon request. R-Ranch reserve the right to amend such policies and information from time to time, such policies and information are intended to provide guidelines for owner's uses of the R-Ranch facilities and other matters relating to the care and maintains of owners horses.
2. Owner understands that the terms of this pasturing agreement shall control over any inconsistent terms of said polices and information.
3. R-Ranch is a pasturing facility .Therefore if the owner horse is not injured they must be out on pasture when not being used.
4. R-Ranch owners will be permitted to pasture one horse per immediate family member associated with R-Ranch deed. As defined by section one of the R-Ranch Brown Book.
 - (a) A separate pasturing agreement is required annually for each horse pastured on the R-Ranch property. Agreements cover one calendar year.
 - (b) The R-Ranch retains the right to limit the number of horses pastured on the ranch property based upon available pasture space, pasture maintenance, and repairs needed or other factors which would limit the number of owner horses as determined by the R-Ranch Head Wrangler.
5. Pasturing fees are established by the Board of Directors and are listed in the annual R-Ranch fee schedule pasturing fees are subjected to change.
6. No horse shall be brought onto the R-Ranch Property unless the Owner has submitted:
 - Proof of ownership of pastured horse.
 - Proof of current Insurance on all pastured horses.

7. All new horses brought to R-Ranch shall be quarantined for 21 days in location to be determined by the head wrangler. Any horse pastured at R-Ranch and removed from R-Ranch property for any period of time is subject to quarantine to be determined by the Head Wrangler. Owner will notify head wrangler in writing (or e mail) if horse is leaving and for general location (or event) and time period.
8. R-Ranch staff may segregate any horse declared by Head Wrangler, to be destructive and or harmful to any person, property, or other horses. A hearing will be conducted with the owner and Board of Directors, to determine if the horse shall be allowed to remain on the R-Ranch property.
9. R-Ranch does not provide any and all special care needs such as diet, blacking, supplements, or special feeding requirements. R-Ranch wranglers may make arrangements with owners to provide short-term care in the event of an illness or injury of the horse. A separate health agreement and fees apply.
10. R-Ranch does not allow "free pasturing" or discounts on monthly pasturing rate if an owner is feeding their own horses in pasture (known in past as self-care).

Section 4: R- Ranch Standard of Care:

1. R-Ranch will provide the following:
 - Pasture space
 - Standard pasture maintenance
 - Fence maintenance
 - Water
 - Salt & mineral blocks in pasture.
 - (1) One daily feeding of hay when pasture conditions require supplemental feeding determined by season and environmental impacts and or at the discretion of the Head Wrangler and Ranch Management.
 - Weekly wellness checks on all pastured horses.

Section 5: Owner Responsibility's:

1. Owner acknowledges by signing this agreement that they have inspected the R-Ranch facilities and is satisfied that they are adequate for the purpose of pasturing the above described horse.
2. Owner shall make own arrangements for periodic hoof care (e.g. shoeing) and periodic veterinarian checks, worming and R-Ranch required vaccination, as normally accomplished by a horse owner. Owners shall assume all costs. If in the opinion of R-Ranch staff, the condition of owner's horse requires the service of a veterinarian or a farrier, either by accident, injury, or lack of action of the owner to address issues, R-Ranch is hereby given the right, but not responsibility to call in professional assistance to attempt to correct such condition. R-Ranch will attempt to contact owner and if not possible or practical, will contact the veterinarian named on this agreement. All costs incurred will be **at owner's expenses**.
3. Owner agrees to conduct themselves and their activities in a manner that does not disrupt stable functions.
4. R-Ranch staff will call horse owner in the event of a fire. It is the horse owner's responsibility to remove their horse from the R-Ranch property in the event of an evacuation.

Section 6: Fees:

1. Owner shall pay a monthly base fee of \$50.00 PLUS the Current cost of hay beginning on January 1st, 2016, (1/01/2016) and due on the first of each following month. Partial monthly pasturing shall be paid on a pro-rate basis based on the number of days pastured depending on the days in the given month.
2. Owner agrees to have R-Ranch POA yearly assessments paid in full (first ½ Jan 15 of each year & 2nd half June 15 of each year) to be able to pasture a horse on R-Ranch Property.
3. Owner agrees to keep their pasture bill current at all times, any owner who falls 60 days past due is considered delinquent and needs to remove their horse(s) immediately or R-Ranch staff will remove them for you. You must become current before you can make arrangements with the Head Wrangler to bring your horse back on the R- Ranch property, you may be placed on a waiting list before bring your horse(s) back on the R-Ranch Property.

Section 7: Liability:

1. During the time that the horse is in the custody of R-Ranch, R-Ranch 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 inured while on R-Ranch premises.
2. Owner fully understands and here by acknowledges that R-Ranch does not carry any insurance on any horse not owned by R-Ranch , including , but not limited to, such insurance for pasturing or any other purpose, for which the horse is covered under any public liability , accidental injury, theft , fire, or equine mortality insurance, and that all risks relating to pasturing of horse, or for any other reason , for which the horse is in the possession of R-Ranch , are to borne by owner.
3. Owner agrees to hold R-Ranch harmless form any claim resulting from damage or injury caused by said horse including but not limited to legal fees and /or expenses incurred by R-Ranch in defense of such claims.
4. R-Ranch does not assume any liability to the owner, or associate owner or any guest or agent of the owner, for injury or death to owner or associate owner guests, or agents of the owner for any loss, injury, or death of the owner's horse. Owner herby expressly waives any claims for any loss, Injury or death to the above described horse. Owner is responsible for all the incidental damages to R-Ranch by owner, associate owner or guest or agent of the owner.
5. The Owner will defend, save, hold harmless and indemnify the R Ranch, Board of Directors and their officers, employees and agents from and against all claims, suits, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of the owner or associate owner, guests or agents under this agreement or in implementation of this agreement.
6. Owner agrees to pay any and all attorney fees and cost incurred by R-Ranch to enforce the term of this agreement and collect any amount due under its provisions.
7. A breach by the owner of any of the conditions constitutes a breach of this pasturing agreement, entitling either the owner or BOD to request a hearing if deemed necessary. Hearings will include Head Wrangler, General Manager and assigned Board Members. The

hearing will be to determine if the horse shall be allowed to remain on R-Ranch property. The Horse must be removed from R Ranch Property pending the results of this meeting.

Section 8: Agreement Termination:

1. Owner agrees that 15 fifteen days written notice shall be given to R-Ranch for the termination of this agreement.
2. R-Ranch reserves the right to terminate this agreement immediately. Such termination could result from but not limited to change in pasture conditions rendering them unsafe or not fit to support horse(s), breach of contract by owner or as the result of a determination that the horse is declared by Head Wrangler, to be destructive and or harmful to any person, property, or other horses
3. At any time by mutual written consent of all parties;
4. Upon written notice by the Head wrangler to the Owner for Owner's failure to perform any provision of this Agreement.
5. Any changes or deletions to the agreements text or meaning in Sections 3 through Sections 7 will render the agreement immediately void.

I have read and agree to abide by this agreement.

Share # _____ Horse(s) _____

Name _____

Owner's signature: _____ Date _____

Owners printed name: _____ Date _____

Head Wranglers Signature: _____ Date _____

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