

## **Boarding/Training Contract**

**1. PARTIES.** This agreement is made on \_\_\_\_\_ by and between Kelly Kraegel Varner, Cottonwood Creek Ranch, and:

Name (hereafter "Customer) \_\_\_\_\_ (Telephone number) \_\_\_\_\_ (e-mail address) \_\_\_\_\_

(Address) \_\_\_\_\_

**2. HORSE.** This contract pertains to all horse or horses under the direction/ownership/care of the customer including:

Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_

**3. SERVICE PROGRAM.** Customer hereby acknowledges they have recieved a copy of of our monthly rates and barn rules. Customer has entered into the following service contract:

\_\_\_\_\_

**TRAINING AND BOARD IS DUE AND PAYABLE ON OR BEFORE THE FIRST OF EACH MONTH TO COTTONWOOD CREEK RANCH OR LATE FEES WILL APPLY. FIRST MONTH TRAINING AND BOARD IS TO BE PAID IN ADVANCE.**

**4. ADDITIONAL FEES.** The customer understands that additional fees may include but are not limited to: routine and emergency veterinary care, farrier services, hauling, etc.

**5. LIMITATION OF LIABILITY AND INDEMNIFICATION.** Kelly Kraegel Varner, Cottonwood Creek Ranch, and it's subsidiaries, affiliates, agents, servants, and employees shall not be liable for any sickness, disease, stray, theft, death or injury that may be suffered by the horse while in Kelly Kraegel Varner or Cottonwood Creek Ranch, employees, or agent's custody, nor for any loss, damages, or injuries arising out of, or connected with breeding, conditioning, training, breaking, boarding, or other services pursuant to this contract. Customer fully understands, authorizes and assumes the special risks inherent in breeding, conditioning, training, breaking, boarding, transporting, and showing horses and acknowledges that mortality and other insurance is solely the customer's responsibility. All implied warranties, including fitness, merchantability, worth, or otherwise and all special incidental and consequential damages are hereby excluded. No refunds or credits will be given. Any refunds or credits that are given will be at the discretion of Kelly Kraegel Varner and Cottonwood Creek Ranch. Kelly Kraegel Varner and Cottonwood Creek Ranch shall also not be liable for any personal injury or disability which the customer or his agents, representatives, or family may receive to themselves or property while on the premises of Cottonwood Creek Ranch . **Under Oklahoma State law,**

**there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities.**

6. Horses will not be released until all bills are paid in full. Payments past due by two weeks will be charged a 10% late payment charge, and each month to follow. Horses past due by 3 months will be sold for money owed. A \$30 NSF fee will be charged on returned checks.
7. Current proof of negative coggins will be required and must be up to date and kept up to date on all vaccinations and worming.
8. Destruction to ranch caused by customer's horse will be billed at cost for repairs.

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Customer's Signature

Date

## **BOARD AND TRAINING RATES**

### **Stall Board with Training**

Your horse is worked by trainer, Kelly Kraegel Varner. Kelly and her students have won over 30 World, Reserve, and Grand National Championships. Kelly's program places an emphasis on producing patient, confident, agreeable horses who have solid foundations. Giving to the bit, moving off of your legs and staying collected are all important components of a solid horse. One weekly riding lesson on/with your horse is included as is blanketing, hotwalker, turnout. **\$850 per month, Pasture Board \$650**

### **Basic Stall Boarding**

Superb accommodations include indoor stall with rubber mats. Your horse is fed two times a day, and stalls are cleaned at least once a day. You may choose our included feed or supply your own. You have access to all amenities including our indoor arena and lighted outdoor arena, turn outs, tack lockers, hotwalker, etc. **\$425 per month**

### **Pasture Board**

Beautiful pastures with white vinyl fences and shelters. Your horse is grained twice a day and has access to fresh water and seasonal grass. Roundbales for the all-you-can-eat-buffet in the winter. You have access to all amenities including our indoor arena and lighted outdoor arena, turn outs, tack lockers, hotwalker, etc. **\$260 per month**

### **Regular Turn-out/Daily Hotwalker or Lunging programs**

In addition to board, for horses not in training. Five days per week (weather permitting). **\$50 per month.**

### **Seller's/Buyer's Agent commission**

A 10% commission for setting up a sale or purchase of a horse.

### **Blanket Wash**

Fee for blankets and sheets to be washed. **Billed at cost (usually \$10-\$15)**

**Bodyclipping**

Bodyclipping is sometimes necessary for sales and shows at certain times of the year. \$100

**SHOW FEES****Entry Fees**

These fees will be billed at cost. Usually 1 extra stall is added per horse for dressing/tack/grooming and feed rooms.

**Hauling**

Billed at .70/mile with a \$60 minimum, or cost of commercial hauler.

**Show Day Care**

Charge per day that your horse is enroute and at the show. \$60/per day

**Hay/Shavings**

For hay, grain, and shavings used at the show. The total amount we pay is divided per horse. Billed at cost.

**Hotel/Travel Expenses**

Costs for staff to go to the show. This is divided per horse. Billed at Cost. (Usually between \$100-\$200 depending on amount of horses attending, hotel charges, etc.)

**Per Class fee**

Charge per class for getting horses ready, coaching, product use, etc. \$25/per class.

***\*If you feel our grooms have done a good job, please tip them after the shows. They work very hard for us!***

**COTTONWOOD CREEK RANCH****BARN RULES and CONDUCT**

**CLEAN UP AFTER YOURSELF AND YOUR HORSE.** Keep all areas neat and clean, particularly barn aisles. For example when you pick your horses feet in the aisle, please clean up the shavings/dirt. etc and all manure. Any and all trash, water bottles, candy wrappers, etc., must be thrown away into the trash. Please don't leave them when you leave.

**SAFETY.** No riding is permitted in the barn aisles. Please keep wild kids under control, no running, screaming, etc., it scares the horses.

**DOGGIES.** Personal pets are allowed. Barking and/or out of control dogs

will be asked to leave. We have chickens, cats and other dogs that make their home here. We won't tolerate any of them being hurt or killed. So please be careful and bring a leash if you bring a pet.

**IF IT AIN'T YOURS, DON'T TOUCH.** Never ever use or handle anyone's horse, tack, brushes, fly spray, etc. without explicit permission to do so.

**SUPERVISED TURNOUT.** Daily organized turnout or hotwalker of barn horses is available for an additional cost. When turnouts are open at other times, supervised turnout of non-regular turnout of horses is permitted. In other words, unless you prearrange it with the ranch, you may turnout your horse or use the walker but please don't turn your horse out and leave.

**BE NICE OR GO AWAY.** Gossip is absolutely not welcome and not tolerated. People repeatedly causing drama and upset in the barn or are just generally unpleasant or hateful will be asked to leave. Poor sportsmanship will not be tolerated either.

**ADDRESS CONCERNS.** If you have any questions or concerns about anything involving Cottonwood Creek Ranch or it's employees or clients please talk to us about it. We want to be our best for you. We can help you, but talking to other boarders/clients about it doesn't get the problems fixed, if you really want resolution - talk to us, if not, see the "Be nice or go away," rule.

**PRIVATE RESIDENCE.** The Cottonwood Creek house is strictly a private residence. Do not approach the house for any ranch related reasons. Pretend it's 10 miles away! In case of emergency call Kelly, Colt or Bill.