

## HORSE STALL BOARDING AGREEMENT

**Douglas County, acting by and through the Douglas County Fair Board, (“Board”) leases to:**

|                      |                      |
|----------------------|----------------------|
| <b>Name:</b>         | <b>Phone Number:</b> |
| <b>Address:</b>      | <b>Email:</b>        |
| <b>Horse Stall #</b> | <b>Tack Stall #</b>  |

In the horse barn at the Douglas County Fairgrounds Complex commencing upon the date written below and ending upon the termination of this lease.

1. **RENT:** Owner shall pay as rent for the horse stall(s) the monthly amount of \$150.00 for each stall payable as follows: The first and last month’s rent is due at the signing of this lease and each subsequent month’s rent is due on the fifth day of each month. Failure to pay rent on time will be grounds for termination of lease. User will receive arena riding pass as part of the monthly rental rate.
2. **Security Deposit:** User will pay a \$50.00 security deposit. User must return riding pass and stalls must be clean in order to receive the security deposit back at the end of the lease.
3. **VACATION OF STALL:** Whenever Owner vacates the stall, whether requested to do so by the Board, or leaves of the Owner's own will, the stall must be cleaned down to mineral soil at the time of vacating (**stripped and not re-bedded**). In the event Owner fails to fulfill this requirement, the Owner will be charged for the cleaning of the stall. You must call the fair office when stall is cleaned and vacated. Credits begin when cleanliness of horse and tack stall have been verified and office notified. Should a horse die, Fairgrounds will remove and dispose of the carcass and will charge owner a fee \$150 for this service.
4. **AUTHORITY OF FAIR COMPLEX MANAGER:** The Douglas County Fair Complex Manager shall have the authority to act on behalf of the Fair Board in the administration and interpretation of this lease.
5. **INDEMNIFICATION:** Owner agrees to defend, indemnify and save Douglas County and the Fair Board, their agents and employees (each and collectively an “Indemnified Party”), harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation, or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property (including, without limitation, Owner’s horse), of whatsoever nature, (each and collectively) “Liability”, arising out of or incident to this lease (including but not limited to, Owner's employees or agents) provided, however, that in accordance with the limitations of ORS 30.691, the Indemnified Party shall be responsible for Liability suffered by Owner that is directly caused by the intentional acts

or omissions of an Indemnified Party that constitutes willful or wanton disregard for the safety of Owner or her or his invitees, subject to the limitations of ORS 30.687 to 30.697.

6. **MAINTENANCE OF STALL BY OWNER:** Owner shall keep the stall in a good and orderly condition and shall properly dispose of, in places designated by the Board, all manure, hay, straw, feed or other refuse. Owner shall keep all feed for horses in closed containers satisfactory to the Board and shall keep and maintain such receptacles in good order and repair inside the rented stall. Owner shall, only when necessary, renew and replace all bedding for any horse so as to minimize any odors. Owner shall not suffer or permit any waste or unreasonable wear, tear or depreciation upon the stall, and upon the expiration of this lease, shall return the same to the Board in as good condition as when received, reasonable wear excepted. All feed should only be unloaded by the stalls. Anyone seen unloading hay outside of main gates will be subject to a cleaning fee of \$38 each and every time.
7. **BEDDING, LIGHTS AND WATER BY BOARD:** The Board shall furnish stall bedding, lights in the horse barn and water to be used for watering horses housed in the horse barn. Owner shall turn off all lights and shut off all faucets so that there will be no waste of electricity or water. Excessive use of shavings will result in additional fees to be determined based on current price of shavings.
8. **INSPECTION BY AND LIABILITY OF BOARD:** The Board shall have the right, at all times, to inspect, repair or maintain the stall. Board shall not be responsible for any loss by theft, fire, accident or other cause whatsoever to any property of Owner, including horses, occupying the stall or upon any premises under the ownership or control of the Board.
9. **CARE OF HORSE OWNER, REMEDIES:** At Owner's expense, Owner shall keep any horse in the stall in good condition and free of all communicable diseases (proof of influenza vaccine must be provided upon execution of this agreement) whatsoever and shall feed and otherwise care for the same. Should Owner fail to feed or otherwise care for such horse in the exercise of good husbandry, the Board may, at its option and without obligation on its part to do so, feed and care for such horse, and in so doing, shall be entitled to exercise all right and privileges afforded by law to all stable keepers, under the laws of the State of Oregon. In addition, should Owner fail to keep and perform any of the terms of this lease, the Board shall have all rights and remedies afforded by law, including all lien rights, and may keep possession of any horse kept in the stall until Owner shall have paid all of the Board's charges in full, including costs and expenses of repair and restoring the stall.
10. **HORSE RIDING:** Arenas are available for use by stall renters to exercise their horses provided no other party has rented the arena for exclusive use. **No horse shall be ridden through the Complex Main Gate or in any park area.** Owner is responsible for picking up any manure dropped outside of arena riding area.
11. **TERMINATION:** This lease may be terminated by either party, upon written notice to the other delivered fifteen days prior to the date the lease is to be terminated except that upon the breach of this lease by Owner, the Board may, upon two days' notice, terminate the same affording to the Board, all rights given under the preceding paragraph.
12. **ASSIGNMENT AND USE:** Owner shall use the stall for one horse, or as a tack and feed room and shall not assign or sub-lease this lease nor use the stall for any other purpose.

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Owners Signature

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Date

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Fairgrounds Director Signature

# Barn Rules

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1. Reasonable control of your animal must be exhibited at all times. There is to be no horses turned loose and left unattended.
2. Children are permitted inside the Barn at Owner's sole risk, but in no event are to not be left unattended. Please keep all children away from other peoples horses unless permission has been given otherwise.
3. Do not crawl on or climb inside stalls or stall doors.
4. If you groom your horse outside of the stall it is your responsibility to sweep up and dispose of any debris left from that grooming.
5. Please clean up all manure left by your horse in the barn aisle as well as on the way to and from any of the arenas.
6. No hooks, rings, eyebolts, etc. shall be attached temporarily or permanently to any part of the barn and/or stall including stall doorways and stall walls.
7. The alley between A Barn (cattle barn) and B Barn (horse barn) is for loading/unloading only. No parking there.
8. Please use common sense and courtesy toward others when using facility. Any unruly behavior, disorderly conduct, or use of threatening or harassing language to patrons or personnel may be grounds for termination of the boarding agreement.
9. Any issues with other boarders/facility users need to be brought to the attention of Fairgrounds staff or management, so that it can be handled appropriately.
10. No unloading hay by the Fairgrounds main (front) gate. All feed must be loaded in by the barns or unloaded in the River Arena parking lot and carried in.
11. Shavings are provided, however excessive use of shavings may result in additional fees.
12. We ask that the Barn be self-policed and that all persons using the Barn respect the other persons. No unleashed dogs allowed, no smoking, please pick up your horse manure and trailer debris in the parking lot before leaving.
13. No horses allowed on the North and West sides of the Pavilion Arena. In-hand or horses under saddle may enter and/or exit the Fairgrounds via the walk-thru gate by the River Arena **only**. No horses allowed at the main gate.
14. No horses allowed in any park area or on any grass area around buildings.

All rules will be strictly enforced, for any questions on these rules please contact the Fairgrounds Office Monday – Friday 8:00am to 5:00pm or by phone 541-957-7010.

READ, UNDERSTOOD AND AGREED:

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Print Owner Name

Date \_\_\_\_\_