

**LEWISTON ROUNDUP ASSOCIATION STALL AND STOCK PEN USE AGREEMENT (LICENSE) AND
RULES/REGULATIONS**

THIS AGREEMENT, by and between the Lewiston Roundup Association, Inc., an Idaho Corporation, whose address is 2100 Tammany Creek Road, Lewiston, Idaho 83501 (hereinafter called LRA; Office: 208-746-6324, Groundskeeper: 208-791-7101), and:

Renters Name (User): _____ Vaccination Proof Received: _____
 Renters Address: _____ Health Certificate Received: _____
 City: _____ State: _____ Zip: _____ Coggins Required: _____
 Phone # (H): _____ Phone #(Cell): _____ Email: _____
 Emergency Contact (REQUIRED): _____ Phone #: _____
 Preferred Veterinarian: _____ Phone #: _____
 Combination Lock #: _____ Stall # _____

The LRA, subject to the terms and conditions hereof, does hereby grant to USER the right to use the horse stall or stock pen located on the LRA facilities above designated for the following period of time: From _____ To _____.

Owner must read, and agree to adhere to the following rules and regulations. Owner will initial in presence of LRA representative at initial receipt of contract.

- **Health Requirements:** All horses boarding must have current vaccinations and health certificate. All equines coming in from out-of-state must also provide current Coggins testing certificate (valid for 6 months from negative test date). Records must be turned in upon initial entry to the Roundup Grounds at the LRA Office to be kept on file, and updated annually.
- **Illness of Animal:** In the event the animal becomes ill or injured, owner shall be notified at the phone number and address listed. If owner does not act within 24 hours after LRA contacting them regarding measures to be taken, or if the animal's health requires emergency action, the right to call a veterinarian or to furnish advisable attention is within the LRA's discretion and owner shall promptly pay the expenses incurred. Any horse deemed to have a contagious disease must be immediately removed from the grounds upon demand of the LRA. There will be no exceptions to this rule.

In exchange for the right to use the facilities designated above, user does hereby agree to pay compensation to the LRA as follows:

- **Horses:** Prior to stalling, horses must be registered with the LRA and horses shall only be kept in the stalls assigned to the owner. There is a charge of \$55.00 /per month per stall. Stall use fee shall be paid by the 5th of the month. If payment is not received by the 5th of the month, a late fee of \$25.00 will be charged. Finance charges on outstanding balances will be charged at a rate of 1.5% per month or 18% annually. Stalls used for any other purpose such as storage, tack, etc. will be at the per stall rental rate of \$55/month. If renting 3 or more stalls then one stall shall be provided free for hay, tack etc. This is also based on availability of stalls. LRA can lock and take possession of contents after 15 days if not paid for. Horses may be stalled overnight or for a 24-hour period at a rate of \$15.00 per stall. All stall users shall be charged an additional \$25.00 deposit fee that will be returned on checking out and stall cleaned.

- _____ • **Electrical charge:** \$10.00/per month per stall per electrical item (fan, heat lamps, etc.), except for one radio. Must be with the approval of the LRA.
- _____ • **Cleaning:** stalls shall be kept clean by the owner, at the owner's expense, at all times with bedding to be furnished by the owner. At minimum, stalls shall be cleaned EVERY OTHER day; owner shall remove cleanings and manure placing them only in the designated areas. Any violation of this section shall be deemed a material breach of this agreement and the agreement shall be terminated.

Liability

The parties agree specifically that the LRA is not a bailee and is merely under this license and use agreement – allowing user to occupy certain facilities of the Roundup Grounds pursuant to this agreement.

- _____ • User shall bear and pay all costs and charges for the care of the animal, including but not limited to feeding, veterinary, transportation, and care; and shall clean all rented pens. The LRA shall have no further obligation other than to provide the pen and /or stall being used herein.
- _____ • User shall be solely responsible for all acts and/or behavior of the animal(s) any time during this term of this agreement. LRA shall not be responsible for any damage to animals arising out of or from the stalling of the animal, or that may arise in connection with such stalling; including loss by fire, theft, running away, death or injury during the term of this agreement. Owner shall indemnify, defend, and hold harmless the LRA from any and all damages sustained, or claimed to have been sustained, or suffered by any person, persons, or corporations, arising out of or in any way related to the stalling of the animal or the use or care of the animal on the Lewiston Roundup Grounds.
- _____ • All damage to stalls, barns, pens, building and grounds by user or his/her animal(s) will be repaired or replaced by the LRA. The costs for said repair or replacement shall be billed immediately to the owner who shall pay the same. Failure to pay shall invoke the lien provisions of this agreement.
- _____ • Use of the outdoor and indoor arena is open to anyone having membership at the LRA grounds. The times and dates available shall be assigned by the LRA so as not to conflict with other rental obligations of the LRA.
- _____ • All tenants shall vacate their stalls and the entire grounds for the period of July 31st thru Oct 1st. (Or sooner than July 31st as so directed by the management.)
- _____ • This agreement shall be governed by and enforced in accordance with the laws of the State of Idaho.
- _____ • In the event that any action is filed or taken in relation with this agreement, the LRA shall be entitled to and the user shall pay the entire sum that the LRA has been forced to expend to enforce this agreement.
- _____ • The LRA shall have a lien on the animal for all unpaid stall or stock pen use and other charges.
- _____ • User agrees that in the event that specified boarding charges are not paid within fifteen days after they become due and payable, LRA exercises its lien rights and may dispose of the animal at private or public sale, after fifteen days' notice to the owner of such unpaid charges. In the event said sale does not secure a sufficient price to pay the outstanding charges, owner shall pay to LRA the difference.
- _____ • In the event that the user shall violate any of the LRA ground rules, as determined by the LRA, after two days written notice posted on the stall, the LRA shall terminate this agreement and demand that the animal(s) be removed, subject to the lien rights granted to the LRA.
- _____ • Any violation of the Idaho State Animal Cruelty laws or conditions deemed as cruelty by the LRA will be reported to the appropriate authority, and the animal will be removed from the grounds immediately. The owner will be responsible to pay for any expenses brought about by this action.

RULES AND REGULATIONS

- _____ 1. Anyone wanting to rent or use a stall/pen must check in with office or Grounds Keeper.
- _____ 2. Renter shall get one riding membership while boarding at LRA
- _____ 3. No farriers, trainers, or other services on ground unless renting or a member.
- _____ 4. No sub-leasing.
- _____ 5. Horses in assigned stalls only unless directed by LRA.
- _____ 6. Must be watered and fed daily.
- _____ 7. No round/large square bales.
- _____ 8. Stalls must be cleaned at least EVERY OTHER day.
- _____ 9. No unattended horses tied or left unattended. (ie. Round pens)
- _____ 10. Locking stall permitted with combo lock and registered with office.
- _____ 11. No riding in barn.
- _____ 12. No rewiring, altering, or tampering with electrical wiring or any other LRA property is permitted.
- _____ 13. Cannot change/modify any part of stall or facility property without prior approval.
- _____ 14. No studs permitted in pens.
- _____ 15. Any violations of LRA rules breaches contract. Owner may be asked to remove horses and belongings after three warnings.
- _____ 16. No dogs in/around arena. Anywhere else on facility must be on a leash and picked up after.

User signature: _____

Date: _____

LRA Representative Sign.: _____

Date: _____