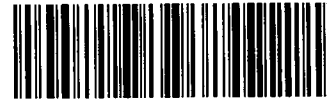




Secretary of State
Corporation Division - UCC
255 Capitol St. NE, Ste. 151
Salem, OR 97310-1327
Phone: (503) 986-2200
Fax: (503) 373-1166
sos.oregon.gov/business

FILED: APR 29, 2024 01:20 PM
OREGON SECRETARY OF STATE



ASL

LIEN NO. 93853826

GILBERT, BRENDA

ASL -1

Notice of Claim of Agricultural Services Lien

In keeping with ORS 192.410-192.595, the information on the application is public record.
We must release this information to all parties upon request and it may be posted on our website.

Pursuant to ORS 87.242

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

DEBTOR: (Name of owner(s) of the chattels charged with this lien)

MARK ONE If Individual, list last name first.

1 NAME: Brenda Gilbert

☐ -Business ☒ -Individual

2 NAME:

☐ -Business ☐ -Individual

MAILING ADDRESS: 8205 SE Harney St, Unit# 11A

Portland

OR

97266

CITY

STATE

ZIPCODE

CLAIMANT:

NAME: Carena Bolton

MAILING ADDRESS: 30517 S Lynn Marie LN

Colton

OR

97017

971-282-2825

CITY

STATE

ZIPCODE

PHONE NUMBER

LIEN CLAIMANT'S DEMAND (after deducting all credits and offsets): \$ 2448.50

THE UNDERSIGNED CLAIMS a lien upon certain chattels, including the following kinds of crops and/or described animals

4 horses dropped at out loaction on 3/3/2024. 18yr Paint gelding "Remy", 28yr old Saddlebred gelding "Peanut", 31yr Mustang gelding "Lightning", 15yr Paint gelding "Peek-A-Boo".

grown in the year 2024 upon or currently located at the following described farmland, range, ranch, orchard land:

Spots N Splashes Ranch at 30517 S Lynn Marie LN, Colton, OR 97017

THE LIEN ALSO IS CLAIMED upon the proceeds of the sale of any or all of said crops and animals and to the unborn progeny of said animals, which are in utero on the date of the filing of this claim of lien. This lien is claimed for labor performed, materials supplied and/or services provided by claimant at the request of the owner of said chattels to aid the growing or harvesting of crops and for the raising of livestock upon the land described above.

The provided labor, materials and/or services consisted of Horse boarding, provided hay, cleaning and maintainance

The amount for which this lien is claimed is a true and bona fide existing debt as of the date of the filing of this notice of claim of lien.

The date on which payment was due claimant for said labor, supplies and services was 04/20/2024

The terms of extended payment (if any) are Payment is required in full.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Signature of Claimant or Representative:

Printed Name:

Carena Bolton

Carena Bolton

RETURN TO (Please Type or Print within the box):

Spots N Splashes Ranch
30517 S Lynn Marie LN
Colton, OR 97017

FEES

Required Processing Fee - \$15.00

Processing Fees are nonrefundable.

Please make check payable to "Corporation Division."

NOTE:

Fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

SPOTS N SPLASHES RANCH

BOARDING AGREEMENT

This AGREEMENT, dated the 3 day of March, 2023 is made by and between Spots N Splashes Ranch, hereinafter known as "STABLE", providing services as an independent contractor, located at

STABLE: Carena Bolton Email: SpotsNSplashesRanch@gmail.com
Address: 30517 S Lynn Marie Ln, Colton, OR 97017
Phone: (971) 282-2825 or (503) 318-9206

and owner of below described horse(s) below, hereinafter referred to as "BOARDER". These parties warrant that they have the right to enter into this AGREEMENT.

BOARDER: Name: Brenda Gilbert Gate Code: 6566
ID: 5680124 Issuing State: OR
Address: 8205 SE Hurney St.
Unit 11A Portland OR 97266
Phone: 503-457-6065
Email: brendagilbert22074@gmail.com

Listed of related family members:

Name: <u>Rodney Gilbert (son)</u>	Minor? <u>NO</u>	Age: <u>30</u>
Name: <u>Aliah Gilbert (granddaughter)</u>	Minor? <u>Yes</u>	Age: <u>5</u>
Name: <u>Nevaeh Gilbert</u>	Minor? <u>Yes</u>	Age: <u>2</u>
Name: _____	Minor? _____	Age: _____

Veterinarian or Veterinary Facility to be used for below described horse(s).

Name: _____
Phone: _____

Farrier to be used for below described horse(s).

Name: _____
Phone: _____

BOARDER'S Vehicles

Please identify what type of vehicles that you and or your family will be driving on to the property.

Make: _____	Model: _____	Color: <u>Silver</u>
Make: <u>Ford</u>	Model: <u>Expedition</u>	Color: <u>White</u>
Make: _____	Model: _____	Color: _____
Make: _____	Model: _____	Color: _____

1. REPRESENTING AND WARRANTIES OF BOARDER:

BOARDER represents and warrants to STABLE as follows:

- BOARDER is the owner/lessee of the horse(s) identified below and has all necessary authority to enter into this boarding AGREEMENT.
- To the best of the BOARDERS' knowledge, the horse(s) has not been exposed to any contagious or infectious disease two weeks prior to the date of this AGREEMENT.
- BOARDER guarantees that the horse(s) listed below are free of any liens or encumbrances of any kind (expressed or implied) by ORS Section 87.226 laws.
- BOARDER agrees to provide proof of vaccinations to the STABLE prior to horses(s) arrival to the STABLE, through an applicable veterinarian or by proof of vaccination documentation.

2. CARE OF HORSE AND FACILITY USE:

2.1 Care

STABLE agrees to care for and maintain the horse(s) in a manner that is consistent with proper horse raising practices in Clackamas County, Oregon area. STABLE agrees to provide shelter, water, occasional inspections for injuries and/or illness and the level of care selected below.

2.2 Grooming and Exercise

It is expressly understood that the BOARDER is solely responsible for grooming and exercise of their horse(s). For horses in box stalls, STABLE will provide an opportunity for outside turnout (when pasture conditions permit).

2.3 Feeding and Storage

For Self, Partial and Half Care horses: hay, grain and supplements will be supplied at BOARDERS expense. STABLE will provide a place to store grain, feed containers and hay. Hay storage and container storage locations are marked based on horse location.

STABLE will feed in the morning daily. BOARDER will be responsible for prepping feed into storage containers. Only 1-2 storage containers allowed in indoor walkway areas at a time. If all designated feed containers are empty STABLE will feed as direction for each horse and a \$2 for feed prepping will be accessed. If BOARDERS hay supply is gone and STABLE is unable to feed, STABLE will contact BOARDER for a solution and/or notify BOARDER that their horse(s) were fed 2 flakes of local hay at a \$5 per feeding.

Feeding times as are follows 7:00AM and 7:00PM give or take 1 hour. It is very important to keep the horses on a 12-hour feed schedule to reduce the amount of boredom, feed envy and weight loss.

2.4 Cleaning

All Common areas, such as the indoor arena, outdoor arena, round pens, cross ties, wheelbarrows, pitch forks, wash rack, aisle ways, loft, storage, and parking areas need to be cleaned after usage and any waste needs to be disposed in proper locations. All personal belongings will need to be put away when finished. If STABLE must clean up after BOARDER a \$10 clean up fee will be assessed.

STABLE will be responsible for removing the trash and any dangerous objects from the facility. BOARDER agrees to notify STABLE if such work is needed.

2.5 Third Party Care

BOARDER understands that this facility does not allow any third-party feeding, cleaning, or handling of BOARDERS' horse(s). Only owners, owners' family members, authorized lessors, STABLE or STABLE affiliates are authorized to provide daily care needs for BOARDERS' horse(s). Anyone not listed on BOARDER Agreement will be in violation and will incur a \$25 violation fee. Initial: Be

2.6 Facility Use

BOARDER may use the facility at any time between the hours of 6:00AM and 10:00PM. BOARDER will follow all the barn and safety rules while in the STABLE property.

Entrance to property has a security gate which has an access code at allows BOARDERS to enter the STABLE property. If for some reason your code: 6566 does not work. Please contact the STABLE. If codes between BOARDERS are shared both will be locked out until the issue has been resolved. If your gate code gets locked out due to non-payment or shared access, a reinstatement fee of \$25 may be applied. Initial: BG

BOARDER may store tack and specified equipment on the premises; however, STABLE is not responsible for any theft, loss, or damage of such items while being stored at the STABLE. BOARDER understands that these items are being stored at BOARDERS own risk. STABLE advises to carry insurance for such items with high dollar value and provide policy information to STABLE to keep on file.

2.7 Arenas and Round Pen Use

Arenas and Round Pen use is based on a first come first serve basis except when it comes to outside people hauling in, BOARDERS have priority over outside users of the arenas and round pen areas. This area is to be shared and cannot be reserved. In the case of training and lessons, please be advised to schedule these sessions during times when the arena is rarely used.

Arenas and round pens are not to be used as turn out locations when other **BOARDERS** are present. Horses are not to be left in these locations unattended or longer than 10 min.

Haul Ins are accepted at a \$10 per day use with a Hold Harmless agreement on file that has been signed within a year.

2.8 Access to Horse

All entrances and pasture gates are to remain closed at all times. If at any time **BOARDERS** horse gets out due to doors or gates not being fully closed due to **BOARDERS** actions, a \$15 - \$40 per escaped horse (depending on how difficult they are to catch) will be applied. In addition, the **BOARDER** shall pay any and all actual cost associated to the **BOARDERS** door or gate not being completely secure. This includes but not limited to veterinary bills, property damage, feed consumption, or other damages to any other boarders' horse(s) that comes to harm as a result.

The barn and stall doors are to be closed by 7:00PM during the winter months (November through May) or on any days that the night temperature will be below 40 deg. If the daily temperatures do not reach above 40 degrees for more than 4 hours, the barn and stall doors will remain closed to maintain the temperature inside the barn. A service charge of \$15 shall be assessed to the **BOARDER** if any gates or doors are left open. **STABLE** will open doors to barn and runs during morning feeding, weather permitting.

3. ADDITIONAL SERVICES:

We offer additional services which can be stopped or started at any point. Please let the **STABLE** know 15 days in advance.

- ☐ Trailer Parking, \$30 per month
☐ Locking Tack Locker, \$10 per month

- ☐ Extra hay storage, \$1 per bale per month
☐ Improved stalls or pastures, \$50 per month

STORED ITEM: _____ License # _____ STORAGE FEE: _____

YEAR: _____ MAKE: _____ MODEL: _____

INSURANCE CARRIER: _____ POLICY#: _____

STORED ITEM: _____ License # _____ STORAGE FEE: _____

YEAR: _____ MAKE: _____ MODEL: _____

INSURANCE CARRIER: _____ POLICY#: _____

4. LATE OR NON-PAYMENTS:

The Boarding fee and any expenses left on the account are due on the 1st of each month. Partial payments will not be accepted. A late fee of \$25 will be added to the account and access to the property will be restricted after 5 days of non-payment. As a result, **BOARDER** will be charged \$10 per horse per day until balance due is paid in full. Any bounced checks or declined payment will incur a \$30 non-payment fee.

5. RIGHT OF LIEN:

The **BOARDER** is put on notice that the **STABLE** has and may assert and exercise a right of lien for any amount due; for the amount of the food, care, attendance or accommodation furnished for the horse(s), and also for any other charges due. Horse(s) will not be removed from facility while any fees or balance is due to **STABLE**. **BOARDER** further agrees **STABLE** shall have the right, to attach a lien to the horse after 5 days of non-payment, partial payment or delinquency without any resolution and the **STABLE** can then sell the horse(s) to recover its loss in accordance with the provisions of applicable law. The **STABLE** reserves any and all rights available to it under the laws of the state of Oregon and any other applicable laws or regulations.

STABLE will provide written notification of active lien on **BOARDERS** horse(s) and explanation for such lien.

STABLE will provide a copy regarding lien laws in Oregon State to **BOARDER**, pursuant to ORS 87.226.

6. FARRIER AND VETERINARY CARE:

6.1 Farrier Care

BOARDER shall be responsible for trimming or shoeing the horse on a regular basis. If a farrier appointment is scheduled the **BOARDER** must contact the **STABLE** and inform of the appointment.

In the case of an emergency, the **BOARDER** authorizes the **STABLE** to arrange for reasonable care and to bill the costs of that care to the **BOARDER**. By initialing here, the **BOARDER** acknowledges that they have read and understand this paragraph and authorizes the **STABLE** to provide the care needed: Initial: BG

Arenas and round pens are not to be used as turn out locations when other **BOARDERS** are present. Horses are not to be left in these locations unattended or longer than 10 min.

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- ☐ Extra hay storage, \$1 per bale per month
☐ Improved stalls or pastures, \$50 per month

STORED ITEM: _____ License # _____ STORAGE FEE: _____

YEAR: _____ MAKE: _____ MODEL: _____

INSURANCE CARRIER: _____ POLICY#: _____

STORED ITEM: _____ License # _____ STORAGE FEE: _____

YEAR: _____ MAKE: _____ MODEL: _____

INSURANCE CARRIER: _____ POLICY#: _____

4. LATE OR NON-PAYMENTS:

The Boarding fee and any expenses left on the account are due on the 15th of each month. Partial payments will not be accepted. A late fee of \$25 will be added to the account and access to the property will be restricted after 5 days of non-payment. As a result, **BOARDER** will be charged \$10 per horse per day until balance due is paid in full. Any bounced checks or declined payment will incur a \$30 non-payment fee.

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In the case of an emergency, the **BOARDER** authorizes the **STABLE** to arrange for reasonable care and to bill the costs of that care to the **BOARDER**. By initialing here, the **BOARDER** acknowledges that they have read and understand this paragraph and authorizes the **STABLE** to provide the care needed: Initial: BL

6.2 Worming

BOARDER shall be responsible for worming the horse on a 60-day worming schedule. Worming products can be supplied by **STABLE** through our worming program or **BOARDER** can purchased locally at the **BOARDERS** expense.

6.3 Veterinary Care

Prior to the arrival of any horse to the **STABLE**, documentation of current immunizations are required. This includes Sleeping Sickness, Tetanus, West Nile, Flu, Rhino, Strangles and a Negative Coggins Test (if applicable).

- **Immunizations**

The horse(s) must stay current on all immunizations and de-worming to remain at the **STABLE**. Strangles and rabies vaccinations are not required but are recommended by the **STABLE**. The horse(s) will be maintained on a vaccination and de-worming schedule while on the **STABLE** property. **BOARDER** will be notified by **STABLE** when vaccines and de-worming are due. **BOARDER** will notify **STABLE** date of completion. If horse vaccinations or de-worming dates are not provided a \$20 per month vet care penalty will be applied until horse is up to date on all required maintenance. Tetanus, sleeping sickness, Rhino, and influenza vaccines are required on a yearly basis or during any outbreaks required by a veterinarian. A negative Coggins test is required for all horses arriving from out of state. **BOARDER** agrees to be responsible for any and all veterinarian expenses.

- **Individual Care**

If an individual vet or farrier appointment is scheduled, the **BOARDER** must contact the **STABLE** and provide dates and time of appointment. The **BOARDER** is responsible to either be present to handle the horse(s) or make prior arrangements with the **STABLE** to be present, a \$5 to \$25 handling fee will be applied depending on the extent of the care and handling necessary. If the **BOARDER** is not present and no prior arrangements have been made, the veterinarian or farrier may be turned away without servicing the horse(s). In this case **BOARDER** will still be responsible for any and all fees incurred.

- **Sick or Injured Horses**

It is the responsibility of the **BOARDER** to provide veterinary care instructions to sick and injured horse(s). If the **BOARDER** cannot do so, the **BOARDER** will take full responsibility for any missed care. The **STABLE** may or may not, depending on the level of care required, be able to care for sick or injured horse(s). If care is possible, the **STABLE** will charge a \$5 to \$25 handling fee per day, depending on the extent of the care needed.

- **Emergencies**

In the case of an emergency, **STABLE** agrees to attempt to contact **BOARDER** first. In the event the **STABLE** is unable to contact **BOARDER** within a reasonable time, the **STABLE** is then hereby authorized to secure emergency veterinary care. Should **STABLE** have to secure emergency services of the below horse(s), the preferred Veterinarian stated below shall be used unless they are not available. The **STABLE** is then authorized to seek any licensed providers, as **STABLE** determines what is required for the health and well-being of said horse(s). The **BOARDER** agrees to have all charges arranged for direct billing to the **BOARDER**.

Emergency Veterinarian or Veterinary Facility to be used: Name _____

Phone: _____ Alternate Phone: _____

7. **MISCELLANEOUSE COSTS:**

All costs of training, lessons, farrier, worming, veterinarian services, transporting and any other costs or expenses for **BOARDER's** horse(s) is **BOARDERS** responsibility.

8. **DAMAGES:**

BOARDER shall be financially responsible for any and all costs for repairing or replacement of barn equipment damaged due to the **BOARDER** or **BOARDERS's** guests use. In the case the responsible parties cannot be determined the cost of the equipment replacement will be divided between all **BOARDERS**.

9. **HAULING HORSES:**

The **STABLE** generally does not haul horses. Hauling may be available for an additional fee, depending on whether time allows. The **STABLE** does not guarantee that it will be able to haul horses, not even for a fee. **BOARDER** needing hauling services are advised to contact the **STABLE** as far in advance as possible. The cost of hauling the horse(s) is \$50 per day and \$0.75 per mile.

10. **ABSENT HORSES:**

BOARDER may remove their horse from **STABLE** for an extended period of time but still "reserve the horse's place" while they are absent. For any length of time less than a month, the **BOARDER** must pay the normal

amount as if the horse were present; after a month, the STABLE will still guarantee that place will be available for the horse with a payment every month paid on the same schedule and terms as the self-care boarding fees. A place may only be reserved for up to three consecutive months, after which the absent horse must either return or give up its reserved place. If BOARDER fails to make payment of fees for reservation before or on-time, reservation will be immediately cancelled.

11. ABANDONED HORSES:

The undersigned acknowledge receipt of Oregon State ORS 167.340. Abandonment is a term used when an animal is left at a location without providing for that animal's continued care. The STABLE will provide a written notice to the BOARDER of the violation by certified mail within 5 days of the abandonment before reporting it to the authorities.

12. FARM RULES:

The BOARDER hereby acknowledged receipt and understanding of this contract. The BOARDER agrees that the BOARDER and the BOARDER's guests and invitees will be bound and abide by these rules and accepts responsibility for the conduct of his/her guest and invitees according to the rules. Any guests of BOARDERS are the BOARDER's responsibility and BOARDER will be liable for any damage caused by their guests. Guests are not allowed to handle, ride or be inside any enclosed area with the horses without a signed hold harmless agreement by an authorized adult to the STABLE. Guests are only welcome when in company of the BOARDER. Guests and BOARDERS agree to follow all rules posted at the STABLE. Any willful disregard for the rules could mean immediate eviction from STABLE and loss of boarding fees paid for any remaining time in the contracted month. These rules may be amended without notice at the sole discretion of the STABLE.

BOARDER acknowledges that this is a no tolerance facility. There will not be any drugs of alcohol allowed on the STABLE premises and the STABLE has the right to terminate this agreement immediately. If BOARDER or their guests are believed to be under the influence of drugs or alcohol while on the STABLE property, they will be asked to leave IMMEDIATELY.

13. DOGS:

The STABLE acknowledges the many BOARDERS, and their guests have dogs, however for the safety of all parties, dogs will not be allowed on the STABLE property. This includes inside BOARDERS or guests' vehicles. If dogs are found on the STABLE property, BOARDERS or guests will be asked to park vehicles in the designated area at the STABLE entrance or return them home immediately. If the dog causes any damage to property, and/or any injury or harm to an animal or person, the BOARDER agrees to reimburse the losses and to indemnify, defend and hold the STABLE harmless from any liability or legal fees resulting from the incident.

STABLE does own dogs; these dogs are not allowed in the pastures or around the STABLE while the horses are out or if BOARDERS are on the STABLE property.

14. ADULT SUPERVISION:

Children under the age of thirteen (13) years old are to be supervised at all times. No child under the age of sixteen (16) years old will be allowed to retrieve or ride horses without adult supervision. Children under the age of eighteen (18) years old will be REQUIRED and agree to always wear an approved riding helmet when on horseback, AT ALL TIMES, no exceptions.

15. TERMINATION OF AGREEMENT:

Either party may terminate this agreement upon a 30-day written notification mailed or delivered to the other party. Notice shall be given to the addresses provided in this agreement. This agreement may be terminated for the failure of the other party to meet the terms of this agreement. Any payment due to STABLE, under this agreement shall be due immediately in the event of termination. Failure to make any payment by the due date shall place BOARDER in default hereunder. Acceptance by the STABLE of any late or partial payment shall not constitute a waiver of subsequent due dates or determination of default.

16. NOTIFICATION OF RELEASE:

Should BOARDER desire that the STABLE release any below listed horse(s) to any third party, BOARDER must provide written consent of such release to STABLE. After written notice has been received and all remaining amount due have been paid to STABLE, STABLE will give possession of horse(s) to the third party.

The rights of each party under this agreement are personal to the party and may not be assigned or transferred to any other party, firm, corporation, or other entity without the prior, express, and written consent of the other party.

17. MEDIATION:

In the event of any dispute or disagreement related in any manner whatsoever to this agreement the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall commence within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successfully resolve said dispute through said mediation, then, in that event the parties agree to submit the dispute to binding arbitration within 30 days of any declaration.

18. REASSIGNMENT:

This agreement may not be reassigned by **BOARDER** without the expressed written consent of the **STABLE**.

19. MODIFICATION OF AGREEMENT:

Any modification of this agreement or additional obligation assumed by either part in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

20. HOLD HARMLESS:

BOARDER agrees to hold **STABLE** and its affiliates harmless from any claims resulting from damage or injury to anyone including but not limited to, horse(s) listed below, **BOARDER**, guests or invitees and agrees to pay any legal fees, costs and expenses incurred by **STABLE** in defense of such claims.

BOARDER acknowledges the risks involved in riding and working around horses, which include bodily injury from using, riding, training or being in close proximity to horses. In addition, **BOARDER** understands that both horses and people can be injured in normal daily activities as well as during showing and competition. **BOARDER** therefore agrees to release and indemnify **STABLE** from any loss, injury, or death to themselves, the below describe horse(s), any family member or any guests accompanying **BOARDER** on the **STABLE** premises. **BOARDER** is responsible for all incidental damages to **STABLE** caused by **BOARDER**, **BOARDERS** horse(s), and guests of **BOARDER**.

Please Note: That it is a requirement for all **BOARDER**'s and guests to sign a separate **HOLD HARMLESS** agreement and liability waiver upon arrival to **STABLE**. **BOARDER** shall be responsible for obtaining the agreement and waiver from **STABLE** prior to engaging in such activities. In the event that such an agreement and liability waiver is not executed by **BOARDER** and/or **BOARDER**'s guests, **BOARDER** shall be solely responsible for injury or damage to **BOARDER**, **BOARDER**'s guests, other people and property.

The provisions of this paragraph shall survive termination of this agreement, regardless of the reason for termination.

21. ASSUMPTION OF RISK:

BOARDER recognizes that the **STABLE** engages in equine activities. **BOARDER** will be engaging in equine activities as an equine participant and recognizes the risk inherent in equine activities which are dangerous, including but not limited to the assumption of risk below:

1. The tendency of a horse to behave in ways that may result in injury or harm to or the death of people on or around them.
2. The unpredictability of a horse's reactions to such things as medication, sounds, sudden movement, unfamiliar objects, people, or other animals.
3. Hazards, such as surface and subsurface ground conditions.
4. Collisions with other horses or objects.
5. The potential of another **BOARDER** to not maintain control over their horse or to not act within the person's ability.

BOARDER hereby releases the **STABLE** from any claims or damages caused by **BOARDER**'s participation in or ability to participate in horse activities, unless such injury or damages is caused by the intentional act of the **STABLE** or the willful or negligent disregard for the safety of the **BOARDER**, which caused the injury.

22. RISK OF LOSS:

During the time that the horse is in the custody of the **STABLE**, the **STABLE** shall not be liable for any sickness, disease, fire, theft, death, or injury which may be suffered by or because of the horse or foal-at-side or any other cause of action whatsoever arising out of or connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on the **STABLE** property.

BOARDER is therefore encouraged to obtain insurance for the full replacement value of the **BOARDER's** horse or equipment. The **BOARDER** fully understands and hereby acknowledges that the **STABLE** does not carry any insurance on any horses not owned by the **STABLE**, including, but no limited to, such insurance for boarding or any other purposes, for which the horse is covered under any public liability, accidental injury, theft, or equine mortality insurance. All risks related to boarding of horse(s) or for which the horse is in the possession of the **STABLE** are to be borne by the **BOARDER**. The provisions of this paragraph shall survive termination of this agreement, regardless of the reason for termination.

23. DEATH OF BOARDER:

Optional: In the event of the death of the person / people described herein as the **BOARDER**, the following people agree to be responsible for the horse's care, including payment of all unpaid costs. The new owner will be notified of such changes. If the new owner declines ownership for the listed horse(s) the second beneficiary will be notified. If no owner can be determined the horse gets forfeited to the **STABLE**.

Beneficiary list:

Primary	Secondary
NAME:	NAME:
ADDRESS:	ADDRESS:
PHONE:	PHONE:

Have these people agreed to be the legal owners of the horse(s) listed in this agreement in the case of the **BOARDER's** death? _____ Initial: _____

24. EFFECTS OF AGREEMENT AND ATTORNEY FEES:

This agreement shall not be assigned or transferred by either party without expressed written consent of the other party and this agreement shall be binding upon **BOARDER**, **BOARDER's** heirs and assigns and administrators for all fees and costs due. **STABLE** shall be entitled to reasonable attorney fees and suits. Further, this agreement constitutes the entire agreement between both parties.

25. GOVERNING LAWS:

It is agreed that this agreement shall be governed, construed, and enforced in accordance with the laws of the state of Oregon. Venue and jurisdiction will be proper in Clackamas County, Oregon.

The undersigned **BOARDER(s)** hereby acknowledges having read the terms of the contract and does hereby agree to abide by each of the provisions set forth in this boarding agreement.

Boarder Signature: Brenda Gilbert DATE: 3-3-24
Print Name: Brenda Gilbert

Boarder Signature: _____ DATE: _____
Print Name: _____

Spots N Splashes Ranch: Carena Bolton DATE: 3/3/24
Print Name: Carena Bolton

Spots N Splashes Ranch
 30517 Lynn Marie Ln
 Colton, OR 97017
 (971) 282-2825
 spotsnsplashesranch@gmail.com

Invoice 187220



BILL TO

Brenda Gilbert
 8205 SE Harney St
 Unit # 11A
 Portland, OR 97266

DATE
 04/01/2024

PLEASE PAY
 \$1,068.50

DUE DATE
 04/01/2024

DATE	ACCOUNT SUMMARY	AMOUNT
03/15/2024	Balance Forward	643.00
	Other payments and credits after 03/15/2024 through 03/31/2024	-568.00
04/01/2024	Other invoices from this date	0.00
	New charges (details below)	993.50
	Total Amount Due	1,068.50

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/16/2024	Stall Cleaning	Charge for cleaning	2	5.00	10.00
03/16/2024	Feeding	Charge for extra or missed feeding		2.50	7.50
03/16/2024	Feeding Prep	Setting out feed for the next feeding		2.00	6.00
03/16/2024	Turn In	Bringing horse in the PM		1.00	2.00
03/17/2024	Feeding	Charge for extra or missed feeding		2.50	7.50
03/17/2024	Feeding Prep	Setting out feed for the next feeding		2.00	6.00
03/17/2024	Turn In	Bringing horse in the PM		1.00	2.00
03/18/2024	Stall Cleaning	Charge for cleaning	2	5.00	10.00
03/18/2024	Feeding	Charge for extra or missed feeding		2.50	7.50
03/18/2024	Feeding Prep	Setting out feed for the next feeding		2.00	6.00
03/18/2024	Turn In	Bringing horse in the PM		1.00	2.00
03/19/2024	Feeding	Charge for extra or missed feeding		2.50	7.50
03/19/2024	Feeding Prep	Setting out feed for the next feeding		2.00	6.00
03/19/2024	Turn In	Bringing horse in the PM		1.00	2.00
03/20/2024	Stall Cleaning	Charge for cleaning	2	5.00	10.00
03/20/2024	Feeding	Charge for extra or missed feeding		2.50	7.50
03/20/2024	Feeding Prep	Setting out feed for the next feeding		2.00	6.00
03/20/2024	Turn In	Bringing horse in the PM		1.00	2.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/30/2024	Feeding - Hay provided	Hay and feeding provided by Stable: PM	4	5.00	20.00
03/30/2024	Feeding	Charge for extra or missed feeding		2.50	7.50
03/30/2024	Feeding Prep	Setting out feed for the next feeding		2.00	6.00
03/31/2024	Feeding - Hay provided	Hay and feeding provided by Stable: AM	4	5.00	20.00
03/31/2024	Feeding - Hay provided	Hay and feeding provided by Stable: PM	4	5.00	20.00
03/31/2024	Feeding	Charge for extra or missed feeding		2.50	7.50
03/31/2024	Feeding Prep	Setting out feed for the next feeding		2.00	6.00
04/01/2024	Self-Care Pasture	(4/01 to 5/01) Stable will feed in the AM. Owner will feed in the PM, Clean and Prep		180.00	180.00
04/01/2024	Self-Care Pasture	(4/01 to 5/01) Stable will feed in the AM. Owner will feed in the PM, Clean and Prep		180.00	180.00
04/01/2024	Veterinary Care Penalty	Fee for not maintaining the required vaccines or deworming per agreement.		20.00	80.00
	Late fee	Flat fee - Applied on Apr 7, 2024	1	25.00	25.00

Please pay by cash, check or Venmo

www.venmo.com/u/spotsnsplashes

SUBTOTAL	993.50
TAX	0.00
TOTAL	993.50
TOTAL OF NEW CHARGES	993.50

TOTAL DUE	\$1,068.50
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THANK YOU.

Spots N Splashes Ranch
 30517 Lynn Marie Ln
 Colton, OR 97017
 (971) 282-2825
 spotsnsplashesranch@gmail.com

Invoice 187229



BILL TO
 Brenda Gilbert
 8205 SE Harney St
 Unit # 11A
 Portland, OR 97266

DATE
 04/15/2024

PLEASE PAY
 \$2,448.50

DUE DATE
 04/15/2024

DATE	ACCOUNT SUMMARY	AMOUNT
04/01/2024	Balance Forward	1,068.50
	Other payments and credits after 04/01/2024 through 04/14/2024	-75.00
04/15/2024	Other invoices from this date	0.00
	New charges (details below)	1,455.00
	Total Amount Due	2,448.50

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/01/2024	Pasture Cleaning	Charge for cleaning the Pasture.	1	50.00	50.00
04/01/2024	Feeding - Hay provided	Hay and feeding provided by Stable -AM	4	5.00	20.00
04/01/2024	Feeding - Hay provided	Hay and feeding provided by Stable -PM	4	5.00	20.00
04/01/2024	Feeding	Charge for extra or missed feeding		2.50	10.00
04/02/2024	Feeding - Hay provided	Hay and feeding provided by Stable -AM	4	5.00	20.00
04/02/2024	Feeding - Hay provided	Hay and feeding provided by Stable -PM	4	5.00	20.00
04/02/2024	Feeding	Charge for extra or missed feeding		2.50	10.00
04/03/2024	Feeding - Hay provided	Hay and feeding provided by Stable -AM	4	5.00	20.00
04/03/2024	Feeding - Hay provided	Hay and feeding provided by Stable -PM	4	5.00	20.00
04/03/2024	Feeding	Charge for extra or missed feeding		2.50	10.00
04/04/2024	Feeding - Hay provided	Hay and feeding provided by Stable	4	5.00	20.00
04/04/2024	Feeding - Hay provided	Hay and feeding provided by Stable	4	5.00	20.00
04/04/2024	Feeding	Charge for extra or missed feeding		2.50	10.00