

Gunstock Ranch Boarders,

Aloha, enclosed you will find a Gunstock Ranch Boarding Contract. We ask that you take the time to read over this agreement, the general conditions and the Ranch Rules. Please sign the contract, the Waiver form, and fill in the Additional Information page. Submit these signed forms back with your payment, (due the first of the month as indicated in the contract). We will then review and sign the contract and make a copy for your records.

You are a part of our Gunstock Ranch Ohana. Please help us make and keep this a safe ranch for us all to enjoy. We appreciate your efforts and cooperation in following the rules for the ranch. If you see things or have suggestions that would help improve Gunstock Ranch, please feel free to visit with us. Thank you for boarding with Gunstock Ranch.

**Mahalo,
Gunstock Ranch Management
Greg A. Smith
Kyndra Smith**

**Gunstock Ranch, Inc.
Mailing Address: Po Box 127, Laie, Hi 96762
Phone Contact: 293-9215 (office), 343-4620 (Greg Cell),
343-4399 (Kyndra Cell)
Email: gunstockranch@hawaiiintel.net**

7. If Operator feels that any horse has become ill or injured, the Operator shall attempt to notify the Owner immediately. If the Operator is unable to contact the Owner within two (2) hours of detecting such need, or if the Owner does not immediately inform Operator regarding measures to be taken, or if, in the sole discretion of the Operator, the horse(s) health requires immediate attention; the Operator is hereby authorized to secure services of a veterinarian or blacksmith, or administer medication or give any other attention that appears advisable. The Owner shall promptly pay all reasonable expenses for all services.
8. The Owner will be given at least thirty (30) days notice prior to any changes in boarding fees. Upon such notice the Owner may terminate this Boarding Agreement contract in accordance with the terms and conditions of this contract.
9. Any risk of loss or injury, to the horse(s), shall be borne by the Owner, and in the event of loss or injury to such horse(s), the Owner agrees to hold the Operator harmless from any and all claims. The Owner also agrees to reimburse the Operator for any reasonable attorney's fees incurred in the defense of any action caused by the Owner's conduct, or the conduct of the Owner's horse(s).
10. Should the Owner fail to perform any of the obligations imposed on him by this contract, the Operator has the right to terminate this contract. In addition, pursuant to Hawaii Revised Code section 507-1, the Operator has a lien on the horse(s) delivered to him for boarding to secure payment for the facilities and services to be provided by the Operator. If all charges from pasturing and rendering any other services to the horse(s) shall be unpaid for a period of sixty (60) days after they become due in accordance with the terms of this contract, the Operator may exercise his lien rights, and in connection therewith, may sell the horse(s) at a public auction, after thirty (30) days notice to the Owner of such unpaid charges. In the event of such a sale, the proceeds of the sale shall be applied to liquidate the indebtedness secured by the lien. If such a sale does not secure a sufficient price to pay the cost of board and other charges secured by the lien, plus costs of sale, the Owner shall pay to the Operator the difference. Any amount realized by such a sale over and above the charges due and costs of sale, shall be retained by the Operator as liquidated damages for breach of this contract by the Owner.
11. In the event of default, the non defaulting party shall have the right to recover attorney's fees from the defaulting party.

General Conditions

1. The Owner represents that he is the sole owner of the horse(s) and that there are no liens or other encumbrances against the horse(s).
2. The Owner certifies that all information stated above is correct.
3. The Owner shall hold the Operator, its landlord, employees, its landlord's and trustees, and the property of the Operator harmless from any and all liability for any damages to the horse(s) arising out of or from pasturing of the horse(s) or that may accrue from any causes whatsoever in connection therewith, including loss by fire, theft, running away, death, or injury during the term of this contract, whether the horse(s) be on the premises of the Operator or not, except where any such loss is caused by the gross negligence of the Operator or its employees. The Owner shall

indemnify the Operator against all damages sustained or suffered by reason of pasturing of the horse(s) and for any reason whatsoever arising out of the boarding of the horse(s).

4. Except as expressly provided for in this contract, this contract shall remain in full force and effect until terminated by written notice by either party at least seven (7) days prior to the date selected for termination. The board fee for the remaining portion of the month will be prorated according to the number of days left in the month. In the event the Owner terminates this contract without seven (7) days written notice to the Operator, the Operator shall be entitled to the full month's boarding fees as liquidated damages.
5. The Operator may from time to time establish rules and regulations concerning the use of the facilities. The Owner hereby agrees to abide by said rules and regulations at all times. If, in the sole discretion of the Operator, the Owner has violated or has caused to be violated any of said rules and regulations, the Operator may terminate this contract immediately and shall retain the portion of boarding fees remaining for that month as liquidated damages.
6. All items and conditions of this contract shall be binding on the heirs, administrators, successors, and assigns of the Owner and the Operator.
7. Time is hereby expressly declared to be of the essence of this contract.
8. Any disputes concerning this contract shall be governed by the laws of the State of Hawaii.

IN WITNESS WHEREOF the parties hereto have executed these presents effective the day and year first written above.

Owner

_____ **Date** _____

by: _____

Please Print Full Name

Gunstock Ranch

_____ **Date** _____

by: **Greg A. Smith**

Additional Information

Name: _____

Address: _____

Telephone

- Home: _____
- Cell: _____
- Business: _____
- Pager: _____
- Other: _____

Email: _____

Vehicles

	Type	Make	Color	License Plate #
#1)	_____	_____	_____	_____
#2)	_____	_____	_____	_____
#3)	_____	_____	_____	_____

Veterinarian: _____ Phone: _____

Ferrier: _____ Phone: _____

Trainer: _____ Phone: _____

Gunstock Ranch Policies and Rules

- **No boarders or guests are allowed on the premises before 6:30am or after 8:00pm, without advance notice to Greg Smith. Gate will be locked at 8:00pm.**
- **Gunstock Ranch facilities, horses, and cows will be closed on Sundays. No roping, or competitive events held on Sunday. The trails and arena area are open for pleasure purposes.**
- **Sunday use of Gunstock Ranch is limited to boarders and their guest for feeding and riding of their own horses. A combination lock will be on the front gate on Sundays. To obtain permission to be on the ranch and the combination, talk to Greg Smith.**
- **Do not feed other people's horses without their knowledge and/or permission. This includes when you are entering a pasture to catch your own horse.**
- **Do not use or borrow Gunstock or anyone's tack or supplies without their permission.**
- **Do not use Gunstock or anyone's horse(s) without their permission.**
- **All guest riders must sign a liability release form prior to riding on the premises.**
- **No structures are allowed without approval of ranch management. Structures allowed on the ranch become the ranch property upon termination of the boarders contract.**
- **No relocating of horses without ranch manager's permission.**
- **Children under 14 must be accompanied by an adult or guardian who assumes responsibility for them at all times while on the ranch.**
- **Dogs allowed on leashes.**
- **All riders under 16 years of age are required to wear approved riding helmets unless their guardians have signed a waiver of this policy.**
- **No camping on Gunstock Ranch without permission from ranch management.**
- **No residing on Gunstock Ranch allowed at any time.**
- **Arena area is a shared facility for all boarders. Please be courteous and work together for shared time. Greg Smith will be establishing an arena schedule. Check with him for approval of specific arena events.**
- **Any events to be held on Gunstock Ranch must be scheduled through Greg Smith.**
- **Ranch road and ranch speed limit is 15 miles per hour.**
- **No drugs or alcohol allowed on the ranch.**
- **No smoking in or near tack or feed rooms and fuel storage areas.**
- **You are responsible for whom you invite on the ranch. They need to be informed of the rules as well.**
- **These rules may be amended from time to time.**
- **Any violation of these rules may result in the immediate termination of your pasturing agreement and the removal of your horse from the ranch.**

Gunstock Ranch Liability Waiver Form

The rider understands that in order to be on Gunstock Ranch, he/she must give up the right to sue in the event he/she is injured. This waiver of the right to sue is a condition of being permitted on the ranch and to participate in activities held there.

I hereby relinquish all claims and agree to indemnify and hold harmless Gunstock Ranch, their employees, Hawaii Resources, Inc. (their successors), Max and Rita Smith (their heirs and successors), Brigham Young University, Hawaii Campus and their employees for loss or damage including, but not limited to claims or demands for property damage, injuries, or death to persons or animals or liabilities of any character arising out of in connection with any use of the premises.

I hereby accept.

Print Name _____

Sign Name _____

Date _____

- I am allowing my child/children to ride without a helmet.

Name(s): _____

Parent Signature _____ Date _____

- I have read the Gunstock Ranch Policies and Rules and agree to abide by these standards as a Boarder, Guest, or Participant while on Gunstock Ranch.

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____