

Boarding Agreement

Witness this agreement this _____ day of _____, 20__ by and between **D & J STABLES** hereinafter referred to as "Stable" and the individual or individuals undersigned, hereinafter referred to as "Owner".

1. FEES, TERM AND LOCATION

Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable, whether said rates be daily, weekly or monthly. Payment shall be issued in advance. Owner agrees to pay Stable on delivery of horse(s), and on or before the 5th day of each month that this agreement is in effect, the amounts listed on the attached rate sheet, or latest revision thereof, as, and for, the cost of boarding, feeding and maintaining the stall(s) or corral(s) in which the horse(s) is/are located, plus any additional services, including veterinary, medical and or farrier expenses. Any payment received later than the 5th of each month shall be subject to a late penalty fee as set forth in the rate sheet.

In the event the subject animal(s) is/are removed from the premises for any reason and returned, this Agreement shall be deemed reinstated as rates applicable at the time of said return. Stable reserves the right to notify Owner if the horse(s), in the Stable's opinion, is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse(s) immediately upon receipt of said notice and for payment of all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon payment of all fees.

The boarding fee is due upon the first day of the month. In the event that payment is overdue by 30 days from the first day of the month, Stable shall be entitled to exert a lien against said horse(s), and the property upon the premises, as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse(s) and/or equipment for the amount due in accordance with the laws of the State of California.

2. DESCRIPTION OF HORSE(S) TO BE BOARDED

Owner agrees to submit a fully complete Owner Information Sheet for each horse boarded upon execution of this Agreement. The terms and conditions set forth herein shall be applicable to each and every animal.

3. FEED, FACILITIES AND SERVICES

Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animal(s). Owner acknowledges Owner has inspected the facilities and finds them in safe and proper order. The standard services to be provided herein and the charges therefore are as stated in the

rate schedule and are subject to change at the Stable's discretion.

4. RISK OF LOSS AND STANDARD OF CARE

During the time the horse(s) is/are in the care, custody and control of the Stable, Owner agrees to **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** for all bodily injury and property damage the horse(s) Owner, or Owner's family, may receive on the Stable premises; any sickness, disease, estray, theft or death or injury which may be suffered by the horse(s): or any other cause or action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s). This includes, but is not limited to, all bodily injury and property damage against Stable including those arising out of negligence on the part of the Stable, its agents and/or employees.

Owner agrees to disclose any and all hazardous or dangerous propensities of horses boarded with Stable.

The Owner fully understand the Stable does not carry any insurance on any horses not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

IN NO EVENT SHALL STABLE BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF \$5000 PER ANIMAL. IT IS RECOMMENDED THAT OWNER OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF \$5000 AT OWNER'S EXPENSE. OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE STABLE WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

The owner shall procure and maintain in full force and effect at all times during the term of this Agreement a policy of liability and property damage insurance with limits of not less than \$100,000 per occurrence on the Owner and the horse(s) and shall provide the Stable a certificate of such insurance. Stable shall be named an additional insured under such policy.

5. EMERGENCY CARE

Stable agrees to attempt to contact Owner should Stable feel that medical treatment is

needed for said horse(s), but, if Stable is unable to contact owner, Stable is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care required for the health and well-being of said horse(s) shall be paid by Owner within 15 days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED IN WRITING HEREWITH OR ON OWNERS INFORMATION SHEET, BY OWNER THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Stable of any and all changes of address, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

6. CARE OF BRED AND/OR PREGNANT MARES

Any mare who is delivered to Stable in foal, or who is bred while in the care and custody of Stable, carries to term and delivers while stabled on the premises will be foaled out and appropriate foaling fee will be charged to the horse Owner WHETHER OR NOT THE SERVICE WAS REQUESTED BY HORSE OWNER.

7. LIMITATION OF ACTIONS

Any action or claim brought against Stable with regard to this Contract must be brought within six (6) months of the date such claim or loss occurs.

8. SHOEING, WORMING AND MEDICAL

Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary at Owner's expense. The horse(s) must be current on all inoculations and dewormings AT THE TIME IT IS DELIVERED to Stable as evidenced by a current Veterinary Certificate. Horse(s) not accompanied by a current Veterinary Certificate will be vaccinated and/or wormed upon arrival at the expense of horse Owner.

To be considered current, the Veterinary Certificate must have been issued within thirty (30) days prior to horse(s) arriving at Stable.

Owner agrees to provide Stable with all health records with regard to the horse(s). Owner agrees to have horse(s) wormed and vaccinated on Stable's regular schedule, and in the event same is not accomplished and proof of same presented to Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but is not obligated to do so; such expense for same shall be the obligation of Owner, and upon presentation by Stable of the bill for services rendered, including service charges, such bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

9. OWNERSHIP-COGGINS TEST

Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon request.

10. CHANGES OR TERMINATION OF THIS AGREEMENT

It is agreed by the Parties that this Agreement may be changed or terminated by Stable upon seven (7) days notice. All notices must be issued in writing unless otherwise agreed upon by the Parties. The receipt of updated rate schedules shall constitute notice of any and all rate changes or regulation changes that may be deemed appropriate by Stable.

11. RULES AND REGULATIONS

The Owner agrees to abide by all the rules and regulations of the Stable and acknowledges receipt of same.

In the event someone other than the Owner shall call the horse(s), such person shall have written authority signed by Owner to obtain said horse(s).

12. RIGHT OF LIEN

The Owner is given notice that the Stable has a right of lien as set forth in the laws of the State of California, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. Stable also has the right to demand that all indebtedness be paid in cash, cashier's check or money order. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated value of the horse(s). Stable shall have the right to retain the horse(s) and other property belonging to Owner until the amount of said indebtedness is discharged or the Stable forecloses on the lien and may sell the horse(s) and property as allowed by applicable laws to satisfy the debt owed to Stable. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, and other related expenses

for which a minimum charge of \$250.00 will be assessed.

13. PROPERTY IN STORAGE ON STABLES PREMISES

Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at Owner's risk. Stable shall not be liable for the theft, loss, damage or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon the premises will be subject to an agreed upon daily storage cost.

14. ENTIRE AGREEMENT

This Contract represents to entire Agreement between the Parties. No other agreements, promises or representations, verbal or implied, are included herein unless specifically stated in this written Agreement. This Contract is made and entered into in the State of the Stable's domicile, and shall be enforced and interpreted in accordance with the Laws of said State.

15. ENFORCEABILITY OF CONTRACT AND SEVERABILITY

In the event one or more parts of this Contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

16. ATTORNEY'S FEES

If a suit is brought to enforce the terms of this Agreement. The losing party shall pay for all fees, costs and expenses of litigation that are actually incurred by the prevailing party.

OWNER (OR AUTHORIZED AGENT)

By: _____ Date _____

OWNER'S PARENT OR GUARDIAN (IF OWNER IS A MINOR)

By: _____ Date _____

ADDRESS

Street _____

City _____ State _____ ZIP _____

Phone Number(s) _____

EXHIBIT "A"
DESCRIPTION OF HORSE

For each horse this agreement pertains to, please complete a separate "Exhibit A" form and provide the following information:

Name_____

Age_____

Height_____

Color & Markings_____

Estimated Value Upon Arrival_____

Please provide the following supplemental information for each horse:

Regular Farrier_____

Regular Veterinarian_____

Name & phone number for any person(s) other than yourself authorized to handle your horse(s) in your absence:
