

BOARDING AGREEMENT

THIS BOARDING AGREEMENT is made this ____ day of _____, 20____ by and between _____ (hereinafter "STABLE") located at _____ and _____(name) residing at _____(address) (hereinafter "OWNER").

1. FEES, TERM AND LOCATION: OWNER requests and STABLE agrees to provide certain board and care for the horse(s) identified herein. STABLE's schedule of fees, charges and expenses is appended hereto as Exhibit "A." OWNER agrees that he/she/it will prepay the monthly board and care charges identified in the fee schedule in advance on or before the first day of each month. If a horse is boarded at the STABLE after the first of the month, but not for a full month, then the charges shall be pro-rated for the partial month. OWNER agrees that STABLE will board the horse(s) at its location identified above. OWNER consents to STABLE's relocation of the horse(s) to a like facility so long as ten (10) days written notice is first given to OWNER by STABLE. *Any late fees identified in Exhibit "A" shall accrue if the fees and charges for the board care are not paid by the 5th calendar day following the first of the month. Any late fees shall be deemed board charges for purposes of this Agreement.*

This Agreement shall be a month to month term. The Agreement may be terminated by either party by written notice first given thirty (30) days prior to the end of the term. For example, if OWNER wishes to end the Agreement, then OWNER shall give STABLE thirty (30) days' prior written notice of OWNER's intention to do so. This Agreement may also be earlier terminated by STABLE by reason of an event of default as defined in Paragraph 9, below.

2. DESCRIPTION OF HORSE:

Name: _____
Age: _____ Color: _____
Registration / Tattoo #: _____
Sex: _____ Breed: _____

3. VACCINATIONS: Upon arrival of horse at the STABLE, proof of current tetanus, West Nile Virus, Strangles, Sleeping Sickness, Rhinopneumonitis, and influenza vaccinations is required. Proof of Tetanus and Sleeping Sickness is required once yearly and West Nile, Influenza, Rhino, and Strangles at least twice yearly. A negative current Coggins test is required for all horses arriving from states outside of California. *OWNER shall notify STABLE of any health conditions affecting the horse(s) at the time the horse(s) are first presented for boarding to STABLE.*

Should OWNER desire outside third parties to provide services for the horse(s), OWNER shall first obtain proof of liability insurance from such third parties and shall provide a copy of the insurance policy to the STABLE prior to any such third party working at the STABLE. STABLE shall be named as an additional insured on any such insurance policy to the extent practicable.

4. RISK OF LOSS: OWNER acknowledges that while the horse(s) is in the custody and care of STABLE, STABLE has no liability to OWNER for any injury, sickness, disease, theft, or death of the horse(s) with the exception of any intentional acts or gross negligence of STABLE. OWNER acknowledges and agrees that STABLE is an independent contractor providing husbandry services to OWNER for the horse(s) and that STABLE does not represent or warrant the quality of care for the horse(s) excepting that the care will be provided in the manner and custom applicable for husbandry services in the State of California. *STABLE does not carry separate insurance on the OWNER's horse(s). Accordingly, OWNER is responsible for any public liability, accidental injury and all other risks associated with the horse(s). All such risks shall be borne exclusively by the OWNER.*

5. HOLD HARMLESS: OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by OWNER's horse(s), OWNER or his/her/its guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims. OWNER's agreement is an affirmative agreement to provide a complete indemnification to STABLE and any of its employees.

6. LIABILITY INSURANCE: OWNER warrants that he/she/it presently carries in full force and effect, and throughout the period of this Agreement shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim(s) arising out of or relating to this Agreement. OWNER shall make a copy of such insurance policy available to STABLE at the commencement of this Agreement

7. EMERGENCY CARE: OWNER acknowledges and agrees that in the event of an emergency requiring immediate medical treatment and care for the horse(s) that STABLE shall have OWNER's consent and directive which is hereby given for the arrangement and delivery of required medical treatment and care for the horse(s). Notwithstanding the consent, STABLE agrees that it will attempt to contact OWNER at the emergency contact number listed in this Agreement before permitting any emergency care or treatment to the horse(s). OWNER further acknowledges and agrees that any actions taken by STABLE hereunder shall be deemed authorized by OWNER. OWNER agrees that all such services and related costs shall be the obligation of OWNER and not STABLE. OWNER agrees to timely pay for such services to any third party service provider, specifically including licensed veterinarians and farriers.

8. STABLE RULES: OWNER agrees to abide by the Stable Rules set forth in Schedule "B" attached to this Agreement. OWNER further agrees that any invitee or guest of OWNER at the STABLE will further abide by the Stable Rules. OWNER agrees and acknowledges that OWNER is responsible for the conduct and acts of any guest or invitee of OWNER.

9. DEFAULT: An "event of default" for purposes of this Agreement shall mean OWNER's failure to abide by the Stable Rules or OWNER's failure to timely pay any fee, charges or expenses to STABLE as required hereunder. If an event of default occurs, STABLE in its sole and exclusive discretion may terminate this Agreement. If termination is declared, STABLE shall give OWNER written notice of the termination. Thereafter, OWNER shall have

five (5) calendar days to pay any and all outstanding fees, charges or expenses to STABLE and shall concurrently take possession of the horse(s).

10. ASSIGNMENT: This Agreement may not be assigned by OWNER without the express written consent of STABLE.

11. RIGHT OF LIEN: OWNER acknowledges that STABLE has an agister's lien pursuant to California Civil Code Section 3080, et seq., on the horse(s) to secure payment for all husbandry services and for those specific fees, charges and expenses incurred for the care of the horse(s) provided by STABLE. Accordingly, OWNER may not repossess or remove the horse(s) from the STABLE absent the consent and agreement of STABLE and provided further that all such fees, charges and expenses are paid in full. OWNER acknowledges that it is aware that STABLE may sell the horse(s) to recover payment of any husbandry services provided in accordance with California Civil Code Section 3080, et seq.

12. MISCELLANEOUS PROVISIONS: This Agreement is made in the State of California and shall be enforced under California law. In the event of a dispute hereunder the matter shall be referred to binding arbitration before the American Arbitration Association or like arbitration service. The prevailing party shall be entitled to their reasonable attorneys' fees and costs.

By: _____ By: _____
Authorized Signatory Owner

Owner's Name: _____

Mailing Address: _____

Physical Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Daytime/Evening Phone: _____

Cell Phone: _____

Email: _____

Emergency Contact: _____ **Phone:** _____