

## Equine Boarding Agreement

This Equine Boarding Agreement (the "Agreements") is being entered into by Mary Rose Anderson of 4287 Corona Ave. Norco, CA 92860 ("Stables") and (Name) \_\_\_\_\_, ("Boarder") of (Address) \_\_\_\_\_, as of (Date) \_\_\_\_\_.

1. **Term.** The term of this agreement shall be month-to-month commencing on the date set forth above and shall automatically renew for successive month-to-month periods thereafter unless canceled upon **30 days' written notice** by either party.
2. **Identification of Horse.** Boarder's horse(s) to be housed by Stable ("Horse or Horses"):
  - a. \_\_\_\_\_ (Barn Name) Stall #: \_\_\_\_\_  
\_\_\_\_\_  
(Registration Name & ID)  
(Breeding) \_\_\_\_\_ (Sex) \_\_\_\_\_ (Age)
  - b. \_\_\_\_\_ (Barn Name) Stall #: \_\_\_\_\_  
\_\_\_\_\_  
(Registration Name & ID)  
(Breeding) \_\_\_\_\_ (Sex) \_\_\_\_\_ (Age)
  - c. \_\_\_\_\_ (Barn Name) Stall #: \_\_\_\_\_  
\_\_\_\_\_  
(Registration Name & ID)  
(Breeding) \_\_\_\_\_ (Sex) \_\_\_\_\_ (Age)
3. **Boarder Contact Information.**  
Name: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Fax Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Level of Experience: \_\_\_\_\_  
Level of Experience with this Horse: \_\_\_\_\_
4. **Ownership of/Authority over Horse.**
  - a. Boarder represents and warrants that they are the owner of the record of Horse, or that they have express authority of the owner of record to enter into this Agreement and to house Horse with Stable. If Boarder is not the owner of the record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this agreement, and liable for all sums hereunder.
  - b. **Identification of Owner of Record if Different Than Boarder.** If Boarder is not the owner of record of Horse, the owner of record is: (Name) \_\_\_\_\_ of \_\_\_\_\_  
(Address) \_\_\_\_\_  
(Phone) \_\_\_\_\_ (Phone) \_\_\_\_\_  
Email: \_\_\_\_\_.
  - c. \_\_\_\_\_
5. **Boarding Fees.** Please indicate the stall size applicable to the contract.  
12x12 Stall: \$300 w/out feed \_\_\_\_\_ \$450 w/ feed. \_\_\_\_\_ 16x25 Stall: \$400 w/out feed \_\_\_\_\_ \$550 w/ feed. \_\_\_\_\_  
12x24 Stall: \$350 w/out feed \_\_\_\_\_ \$500 w/ feed. \_\_\_\_\_ 24/24 Stall: \$500 w/out feed \_\_\_\_\_ \$650 w/ feed. \_\_\_\_\_  
Trailer Parking: 2/3 Horse Bumper Pull- \$75 /month \_\_\_\_\_ Gooseneck/LQ and/or 4+ horse- \$100/month. \_\_\_\_\_  
Stable offers partially covered open pipe style corals. Any additional barriers may be accommodated at the Boarders expense. Included with each horse stall is tack storage space for 1 horse. Additional storage will be charged as specified below:  
\_\_\_\_\_
6. **Deposit.** A refundable deposit of \$100.00 per horse is required at the commencement of this Agreement. Unpaid Board or Late Fees, damages to Stable, its facilities and equipment, veterinary charges, and any other unreimbursed expenses incurred by Stable for Boarder's or Horse's benefit (other than Boarding as covered by the Agreement) shall be deducted from the deposit. If Boarder chooses to remove Horse prior to giving full proper notice of cancellation, no deposit will be refunded.
7. **Payments.** All payments are due on the 1<sup>st</sup> day of each month. Any payment received after the 5<sup>th</sup> of the month will be subject to a \$25.00 late fee, plus \$5.00 in late fees for each additional day thereafter on which the Board, plus accrued late fees, remain unpaid. There will be a \$25.00 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.

8. **Stable Services.**

- a. Stable agrees to provide feed 2 x day. Horses will be fed age-appropriate and weight-appropriate, as determined by Stables, pellets and/or grain and/or hay twice a day. Stables will provide Alfalfa am and pm, Or Boarder is providing \_\_\_\_\_ am \_\_\_\_\_ pm.
- b. Stable agrees to provide fresh water. Boarders are required to provide their own water barrels/buckets.
- c. Stable agrees to clean stalls 1 x day, 6 days/week, Monday-Saturday, expect on Holidays.
- d. Stable offers feeding extras provided by and upon the Boarder's request. Boarder must have each feeding bagged, ready for supplementing each day and contained.
- e. Stable does NOT offer bedding with stall rental but will supply bedding upon Boarders request and at Boarders expense.
- f. Horses will not be provided with turn-out time unless at Boarder's request. Stables cannot guarantee a given schedule for turnouts. Turn outs will be charged \$10.00 per 30+ minute period.
- g. Stables shall have the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, Horse refuses to move or becomes a danger to itself or others. Furthermore, if Horse becomes a danger to itself or others, Stables need NOT muck Horse's stall or provide turn-out time.
- h. If blanket services are requested, an additional \$ \_\_\_\_\_ per month charge shall apply \_\_\_\_\_ (Month) through \_\_\_\_\_ (Month) for blanket services.

9. **Horse's Physical Condition/Special Care.** Except as specified in this section, to Boarder's knowledge, Horse is currently sound, disease-free, and in good condition, and not in need of any special care. Exception: \_\_\_\_\_

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10. **Horse's Behavior:** Boarder states the Horse exhibits the following behavioral traits: \_\_\_\_\_

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11. **Hours of Visitation/Access to Horse.** Boarder, their veterinarian, farrier, trainer, and designated guests shall have access to Stable and Horse on the following schedule: 7:00am-9:00pm Monday-Sunday, with exceptions for emergencies and special event/show schedules or prior approval by Stables. Any changes to the agreed visitation hours must be approved in advance by both Parties in writing.

12. **Veterinary Care.**

- a. The Boarder agrees and understands that it is the Boarder's responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Board's Horse is or appears sick or injured, Stable will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives Stable full permission to call Boarder's veterinarian, Identified as Dr.

\_\_\_\_\_, with \_\_\_\_\_ at \_\_\_\_\_  
(Phone) \_\_\_\_\_, (Email) \_\_\_\_\_.

If the veterinarian is unavailable, the Boarder authorizes Stables to call its veterinarian, and that Boarder will be fully responsible for all the veterinarian charges so incurred, with no further liability to Stables.

- b. Boarder also agrees that Boarder will keep Horse current on all customary worming and vaccinations, including but not limited to West Nile, Lyme disease, \_\_\_\_\_, and all other worming or vaccinations as may be prevailing or customary in Stable locale.

13. **Farrier Care.** Boarder agrees and understands that it is the Boarders responsibility to provide Horse with proper hoof care and farrier services. Boarder farrier is (Name) \_\_\_\_\_, at (Phone) \_\_\_\_\_ (Email) \_\_\_\_\_

Boarder farrier shall have access to Stable and Horse during **Hours of Visitation.** If Boarder's farrier is unavailable and the Boarder's Horse needs farrier services, Boarder authorizes Stable to call its farrier, and that Boarder will be fully responsible for farrier charges so incurred, with no further liability to Stables.

14. **Trainer.** Boarders Trainer shall have access to Stable and Horse during **Hours of Visitation.**

Boarder Trainer is: (Name) \_\_\_\_\_, at \_\_\_\_\_  
(Phone) \_\_\_\_\_ (Email) \_\_\_\_\_

Additional Insured Policy # \_\_\_\_\_  
With (Company) \_\_\_\_\_

15. **Liability Insurance.** Owner agrees to maintain mortality insurance on any horse in Stable's care, custody, control and disclose this entire agreement to Owner's insurance company and provide Stable with the company's name, address and policy number. Owner shall further always procure and maintain in full force and effect during the term of this Agreement a policy of liability and property damage insurance with limits of not less than **\$300,000** per occurrence on the owner and the horse(s) and shall provide to Stable a certificate of such insurance. Stable shall be named an additional insured under such policy.

Company Name: \_\_\_\_\_ Policy \_\_\_\_\_

Address: \_\_\_\_\_

THE HORSE OWNER FULLY AGREES TO THIRD PARTY MITIGATION AND UNDERSTANDS THAT TRAINER/FACILITY OWNER DOES NOT CARRY ANY INSURANCE ON ANY HORSES NOT OWNED BY TRAINER/ FACILITY OWNER FOR BOARDING OR FOR ANY OTHER PURPOSES, WHETHER PUBLIC LIABILITY, ACCIDENTAL INJURY, THEFT OR EQUINE MORTALITY INSURANCE AND THAT ALL RISKS CONNECTED WITH BOARDING, TRAINING, RIDING OR FOR ANY OTHER REASON FOR WHICH THE HORSE(S) IS IN THE POSSESSION OF, AND ON THE PREMISES OF TRAINER/FACILITY OWNER ARE TO BE BORNE BY THE OWNER. IN THE EVENT A MITIGATOR SHOULD FIND THE TRAINER/FACILITY OWNER LIABLE TO HORSE OWNER FOR EQUINE DEATH OR INJURY TO THE HORSE, SUCH LIABILITY SHALL BE LIMITED TO AND NOT EXCEED \_\_\_\_\_ DOLLARS (\$\_\_\_\_,000.00).

16. **Barn Rules.** Borders agree to comply with the barn rules posted in **Exhibit A** in this contract. These rules are intended to ensure the safety, organization, and well-being of all horses, boarders, and visitors. All boarders are required to **review, acknowledge, and sign** confirming their understanding and agreement to follow the posted policies. **Initial:** \_\_\_\_\_

17. **Prohibited Activities.** Neither Boarder nor their guests or agents shall feed, turn-out, walk, work, ride, saddle, whip, harass, or otherwise use or interact with any other Horse at Stable without permission of Stable and the Horse's owner.

18. **Authorized Users.** Stable has discretion when and under what circumstances to allow Boarder's designated Users to have access to Horse and Stable's facilities. The Boarder's designated Users are:

a. (Name) \_\_\_\_\_ (Relation) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone) \_\_\_\_\_ DOB: \_\_\_\_\_

(Email) \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_

Level of experience: \_\_\_\_\_

b. (Name) \_\_\_\_\_ (Relation) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone) \_\_\_\_\_ DOB: \_\_\_\_\_

(Email) \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_

Level of experience: \_\_\_\_\_

19. **Safety and Release of Liability.**

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU OR YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE. READ THIS AGREEMENT CAREFULLY BEFORE SINGING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

- a. **Helmets and Safety Gear.** I, \_\_\_\_\_ understand that it is the recommendation of Stable to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. **Initial:** \_\_\_\_\_

- b. **Horses are Inherently Dangerous.** I also understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what the situation. I agree and understand that Stable cannot control the horses it boards, and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable's facilities.

**Initial:** \_\_\_\_\_

- c. **I am Responsible for my own Conduct and That of my Horse.** I understand that I will ride and handle my Horse, and will conduct myself, at my own risk while I am on Stable's property. **Initial:** \_\_\_\_\_

- d. **RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK.** I take full responsibility for myself and for any guest that I may bring onto the property and will not hold Stable, its owners, agents, or employees responsible for accident or injury to myself, my guest, or my agents. **Initial:** \_\_\_\_\_
- e. **Death or Injury to Horse.** Stable, its owners, trainer, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part. **Initial:** \_\_\_\_\_
- f. **HOLD HARMLESS, DEFEND AND INDEMNIFY.** Boarder agrees to defend, indemnify, save and hold harmless Stable and its participants, agents, and affiliates from and against any loss, liability, damage, attorney's fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to Horse, or Boarder's or their agent's actions, breaches, failures, or omission in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement. **Initial:** \_\_\_\_\_
- g. **Costs, Attorney's Fees, and Expenses.** In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their guest or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party for the purposes of this Section, "expenses" will include the following costs actually incurred by the prevailing party: any attorney's fees, retainers, court costs, transcripts, costs, fees of experts, witness fees, travel expenses, duplicating or coping costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements. **Initial:** \_\_\_\_\_
20. **Stable's Remedies.** If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or dangerous to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse hereunder, Stable reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. The Boarder agrees they will be fully responsible for all alternative boarding charges incurred.
21. **Amendments and Modifications.** The parties may amend this Agreement only by written agreement executed by all parties.
22. **Notice.**
- Notice to Stable. All notices must be written and delivered to Stable at the following address, in a manner which provides proof of delivery: (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_  
(Phone) \_\_\_\_\_, (Fax) \_\_\_\_\_  
(Email) \_\_\_\_\_
  - Notice to Boarder. All notices must be in writing and delivered to the Boarder at the Boarder's address listed above in this agreement, in a manner which provides proof of delivery.
23. **Assignment or Transfer.** No party may assign or transfer this Agreement without the prior written consent of other parties.
24. **Entire Agreement.** This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.
25. **Comprehension.** Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.
26. **Governing Law and Venue.** This Agreement shall be governed by the laws of CA (State). Venue for resolution of disputes shall be proper in Riverside (County), CA (State).

Name: \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit A

# Barn Rules

1. Respect hours of operation: 7:00am-9:00pm. The main gate will be closed after hours and open during normal hours. If the gates are closed during operation hours, please close the gate behind you when going through.
2. No speeding in the driveway! Please keep a 5pm speed limit and watch for others.
3. Park in designated parking locations only. Do NOT block any horse trailers.
4. All visitors must sign a release form before conducting any ranch activities.
5. No horseplay at the barn! This includes running, shouting, throwing objects, waving objects, and fighting.
6. Never pet or feed a horse you do not know, ask permission.
7. All children must be supervised.
8. Riders 18 years and under must use an ASTM/SEI certified helmet.
9. No Smoking.
10. Dogs must be on a leash, and owners are responsible for cleaning up any mess and poop afterwards.
11. Clean up poop left by your horse. This includes cleaning up after your horse in the driveway, parking lot, by trailers, at tacking stations, wash racks, and in the round pen, pasture, warm up arena and main arena.
12. Please do not leave your horse unattended in the round pen, pasture and warm up arena. And limit 15 minutes time when others are waiting in line.
13. The main arena is for lunging and riding only. No turning out!
14. Use trash cans placed around the barn to throw away any trash.
15. Make sure to turn off all water valves and never walk away from a running hose! Hoses must be rolled or coiled back up after every use.
16. Horse owners are responsible for cleaning loose hay in and around their stalls.
17. Only put manure and hay in the manure bin and only add extra stall cleaning waste on Mondays-Thursdays.
18. Close all gates and stall doors.
19. If you open it, close it.
20. If you turn it on, turn it off.
21. If you don't know something, ask.
22. Don't use others' property.
23. If you take something out, please put it back.
24. No drama!
25. Have fun!