

1930 State Highway 193 Cool CA 95614

HORSE BOARD AGREEMENT

| Date: | | |
|---|-----------|--|
| Owner: | | |
| | | |
| | Email: | |
| | | |
| Horse's Name: | Gender: | |
| Color: | Age: | |
| Breed: | Value: | |
| Training Goals: | | |
| | | |
| | | |
| Does this horse have any known stable vices | s? Yes No | |
| If yes, describe: | | |
| | | |

| VACCINATIONS (EV | VE, Tetanus, Flu/Rhino | are required while | e on site) | |
|----------------------|---|----------------------|---|-------------|
| Date last wormed ar | nd wormer used | | | |
| Dates of vaccination | s: EWE | _ Tetanus | Flu | |
| | Rhino | Other | | |
| | nded twice yearly. EWE es vaccinations are rec | | nmended once a year. Si et required. | trangles, |
| | | | HORSES, DO NOT BRING | |
| CAN MAKE A PLAN. | JO NEED HELP WITH Q | UARANTINE, PLEA: | SE NOTIFY IN ADVANCE | SO WE |
| VETERINARIAN EME | RGENCY | | | |
| | mergency, if OWNER ca pent on veterinarian ca | | d, \$ | _ allowance |
| OWNER DOES | /DOES NOT auth | norize surgery on sa | aid horse. | |

Health Overview

Horses coming into the barn should be healthy. They should be vaccinated in accordance with Stone House policy. Owners are aware that this is a public facility with a rotating cycle of horses and should confer with their veterinarian to make the best vaccine plan for said horse. Dental maintenance is strongly recommended. Hooves should be current on trimming or shoeing. If your horse is due for anything and would like my help in scheduling, please let me know.



MONTHLY BASE PRICE

| Stall | | \$600 | \$ |
|---------------------|---|---------|----|
| Pasture | | \$450 | \$ |
| Please in • (req | extra" amenities may be available to pasture horses. | \$ 30 | \$ |
| • | Blanketing | \$ 30 | \$ |
| | Turnout (3x a week) | \$ 30 | \$ |
| • | Extra Hay | \$50 | \$ |
| | Extra Shavings ed at the end of cycle, check if you would like extra b | edding) | \$ |
| • | Trailer Parking | \$40 | \$ |
| • | Vet/Farrier Handling | \$25 | \$ |
| | | TOTAL: | \$ |

^{*}Please inquire for availability on available space and amenities.

^{**}Owner's are responsible for damage incurred by boarded horses. Additional expenses will be billed for, in such an event.

PLEASE READ CAREFULLY BEFORE SIGNING THIS TRAINER DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSES IT IS HEREBY AGREED TO AS FOLLOWS:

- 1. OWNER agrees to pay the pre-determined board fee, based off the payment calculator. Payment is due at time of service unless otherwise agreed upon in advance.
- 2. A \$25 returned check fee will be charged on all returned checks.
- 3. A \$25 late fee will be charged on accounts not paid by the 5th of each month.
- 4. OWNER will honor a 30 day notice requirement before termination of this contract.
- 5. OWNER will assume responsibility for damages and expenses incurred by boarded horses.
- 6. **RISK OF LOSS** During the time that the horse(s) is/are in the custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse(s) not owned by STABLE. Such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of STABLE, are to be borne by OWNER.
- 7. **HOLD HARMLESS** -_OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or their guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims. All guests and invitees must sign a Release of Liability.
- 8. **DIRECT LOSS TO PERSONAL PROPERTY WARNING** OWNER is hereby warned that while on STABLE premises direct loss or damage, theft or injury to OWNER's horse, tack, equipment, trailer, etc. is not covered by STABLE insurance. The actual OWNER, having the financial interest in such items, must carry their own personal insurance policy.
- 9. OWNER understands that horses are large, possibly dangerous, flighty living animals that can frequently injure themselves. With that, OWNER agrees that while the horse is boarded with STABLE, STABLE shall not be liable for any injury, sickness, death or theft suffered by the horse of any other cause of action arising from or connecting to the boarding/training of said horse.
- 10. **REALEASE OF LIABILITY** In consideration of STABLE undertaking the incidental services under the terms set forth herein. I, the undersigned OWNER, do agree to hold harmless and release the STABLE, STABLE owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and insurers, and others acting on STABLE's behalf, (hereinafter, collectively referred to as "Associates"), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to STABLE's and/or

- STABLE's Associates ordinary negligence; and I do further agree that except in the event of the STABLE's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the STABLE and STABLE's Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the animals, and/or by me and/or my minor child or legal ward, in relation to the premises and operations of the STABLE.
- 11. EMERGENCY CARE STABLE agrees to attempt to contact OWNER should STABLE determine veterinary treatment is needed for said horse(s), but, if STABLE is unable to contact OWNER, STABLE is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by OWNER within fifteen (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 herein by OWNER or on OWNER's Information Sheets, that the horse(s) is/are not surgical candidates. OWNER agrees to notify STABLE of any and all change of addresses, 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 OWNER's place with regard to the health, well-being, and/or medical treatment of the horse(s).
- 12. **OWNER RIGHT OF TERMINATION** Upon written notice to the STABLE the OWNER may terminate this agreement for any reason. OWNER is not entitled to a refund. STABLE shall be paid for all fees incurred up to the termination time. After all fees have been paid in full this agreement is concluded.
- 13. **RIGHT OF LIEN** STABLE has the right of lien as set forth in the law of the State of California for the amount due for the board and shall have the right, without process of law, to retain said horse until the indebtedness is satisfactorily paid in full. Any horse left for 90 days past last date of any payment due will be considered abandoned and will be sold as STABLE sees fit with now reimbursement or recoup of any sales money over and above the outstanding bill by original OWNER.
- 14. AGREEMENT SCOPE AND TERRITORY This agreement shall be legally binding upon the STABL and the OWNER or OWNER's parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the state and county of domicile of the STABLE and will be interpreted and enforced under the laws of California. Any disputes by the OWNER shall be litigated in and venue shall be the county in which STABLE is physically located. If any clause, phrases or word is in conflict with State Law then that single part is null and void and the other portions hereof shall be deemed in full force and effect.
- 15. **ENTIRE AGREEMENT** This contract represents the 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 California, and shall be enforced and interpreted in accordance with the laws of California.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

| Owner Name: | | |
|------------------|------|------|
| Owner Signature: | | |
| Date: | | |