

Rocking T Ranch  
4345 Lakeview Avenue  
Yorba Linda, CA 92886-2421  
(714) 777-2898 - (714) 777-0403 fax

## BOARDING AGREEMENT

Witness this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between Jim and Carol Tice, dba Rocking T Ranch, 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, and on or before the \_\_\_\_ 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 or corral in which Horse is located, plus any additional services, including veterinary, medical and/or farrier expenses. Any payment received later than the \_\_\_\_ of each month shall be subject to a late penalty fee of \$50.

In the event the subject animal is 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, 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 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 \_\_\_\_ day of the month. In the event said payment is overdue by thirty (30) days from the \_\_\_\_ day of the month, Stable shall be entitled to exert a lien against said horse, 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 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 therefor 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 that the horse(s) is/are in the care, custody and control of the Stable, Stable shall not be liable for any sickness, disease, stray, 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), except in the event of gross negligence or willful misconduct on the part of the Stable, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on the Stable premises.

The Owner fully understands that 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 FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000). 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 to Stable a certificate of such insurance. Stable shall be named an additional insured under such policy.

#### 5. HOLD HARMLESS

Owner agrees to hold Stable harmless from any and all claim arising from damage or injury caused by said horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

#### 6. 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 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 IN WRITING HEREWITH OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT 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).

#### 7. 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.

#### 8. LIMITATIONS OF ACTIONS

Any action or claim brought against Stable for breach of this Contact or for loss due to negligence must be brought within six (6) months of the date such claim or loss occurs.

#### 9. 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 de-worming 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 the 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 service rendered, including service charges, such bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

#### 10. 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.

## 11. 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 as may be deemed appropriate by Stable.

## 12. 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 for the horse(s), such person shall have written authority signed by owner to obtain said horse(s).

## 13. 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 unregistered value of the horse(s). In the event Stable exercises Stable's lien rights as above-described for nonpayment, this Agreement shall constitute a Bill of Sale and authorization to process transfer application for any breed registration as may be applicable to said horse(s) upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs and other related expenses for which a minimum charge of \$250.00 will be assessed.

## 14. PROPERTY IN STORAGE ON STABLE'S 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 a \$\_\_\_per day/month storage cost.

## 15. 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.

## 16. 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.

17. ATTORNEY'S FEES

If a suit is brought to enforce the terms of this Agreement, the losing party shall pay 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: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

STABLE

By: \_\_\_\_\_ Date \_\_\_\_\_

## Description of Horse

Use one form for each horse this agreement pertains.

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

Breed: \_\_\_\_\_

Age: \_\_\_\_\_ Color: \_\_\_\_\_ Height: \_\_\_\_\_

Markings: \_\_\_\_\_

\_\_\_\_\_

Insurance Company, policy # and claims line #: \_\_\_\_\_

\_\_\_\_\_

Please provide the following supplemental information for this horse.

Name of regular Veterinarian: \_\_\_\_\_ Phone # \_\_\_\_\_

Name of regular Farrier: \_\_\_\_\_ Phone# \_\_\_\_\_

Name and phone numbers for any person other than yourself authorized to make emergency decisions regarding this horse in your absence:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_