



Corral/Stall Number: \_\_\_\_\_

Date Assigned: \_\_\_\_\_

2260 Glenview Lane, Vista CA 92084

## BOARDING CONTRACT

This BOARDING CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Rancho Dos Palmas, LLC, hereinafter designated Manager, and \_\_\_\_\_, hereinafter designated, Owner. Manager agrees to accept Owner's horse \_\_\_\_\_ for boarding; and, it is the plan and intention of the Owner to board this horse. For and in consideration of the agreements hereinafter set forth, the Owner and Manager mutually agree as follows:

1. Owner agrees that Manager, Rancho Dos Palmas, LLC, their agents and employees are not liable for death, sickness and/or accident, including consequential damages, caused to the horse, except if caused by the willful and wanton gross negligence of the Manager. In addition, Owner agrees to hold Manager completely harmless and not liable for any injury whatsoever caused to the Owner, and/or any loss or damage to personal property.
2. It is the responsibility of the Owner to carry full and complete insurance coverage on Owner, Owner's horse(s) and personal property.
3. Owner shall pay the Manager for boarding services, as described below, the fee of \$ \_\_\_\_\_ per month or \$20 per day for outside corral and \$30 per day for barn stall.
4. Board is due on the first (1<sup>st</sup>) of each preceding month, timely payments are strictly enforced. A late fee of \$25.00 will be charged on payments received more than seven (7) days late: plus a finance charge of 2% per month (20% annually) will be charged on all accounts 30 days past due, if payment is overdue by 30 days. Manager is entitled to a lien against horse for amount due and shall enforce lien and sell horse for the amount due at private or public auction. Rancho Dos Palmas may dispose of said horse for the unpaid charges and the owner waives all other legal notice. In the event sale does not secure a price sufficient to pay costs and charges, the owner will be liable for the difference.
5. Manager reserves the right to increase the board with 30-days notice to Owner; additionally Manager reserves the right, from time to time and without notice to include supplemental charges that reflect unusual fluctuations in such expenses as feed and shavings.
6. The horse(s) shall be free from infectious, contagious or transmissible disease. The following are required: a health, worming and immunization record, proof of Strangles vaccination, and if brought from out of state, a current negative Coggins Test.
7. Manager reserves the right to notify Owner within (7) days of a horse's arrival if horse, in Manager's opinion, is deemed dangerous or undesirable for a boarding stable. In such case, Owner is responsible for removing the horse within seven (7) days and for all expenses incurred during the horse's stay. After all fees have been paid, this Contract is concluded.
8. Regular veterinarian and farrier attention will be arranged by Owner, and shall be invoiced to veterinarian and farrier directly to the Owner. In the event of sickness and/or accident to the horse,

after reasonable efforts to contact Owner have failed, Manager has permission to contact veterinarian for treatment. In the event that a horse needs hoof care as deemed necessary by an animal control official, after reasonable efforts to contact Owner have failed, Manager has permission to contact a farrier for service. Owner shall be responsible for all expenses incurred.

9. If the horse dies, is sold, or upon thirty (30) days written notice to the Manager after this date \_\_\_\_\_, the Owner may terminate this Contract. In such case, Manager shall be paid for all fees incurred up to the termination date. After all fees have been paid in full, this Contract is concluded. NO REFUNDS UPON LEAVING PRIOR TO 30 DAYS.
10. Commencement of this contract shall begin on or about \_\_\_\_\_ and be concluded when Manager or Owner gives thirty (30) days written notice to conclude this contract.
11. This contract is non-assignable and non-transferable. In the case of a shut down of the stable, Manager will give owner thirty (30) days notice and Manager will be held harmless.
12. Additional agreements should be separately initialed by each party.
13. Should either party breach this Contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach.
14. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement.
15. When the Manager and Owner sign this contract, it will then be binding on both parties and subject to the above terms and conditions.
16. All minors (under 18 years) are required to wear approved equestrian helmets.

(\_\_\_\_\_) initial

Complete description of horse:

Reg. Name/Nick Name: \_\_\_\_\_ Breed \_\_\_\_\_ Sex \_\_\_\_\_ Yr. Foaled: \_\_\_\_\_

Color \_\_\_\_\_ Markings (include scars) \_\_\_\_\_

Owner's declared value of horse: (must be a dollar value, generally what was paid) \_\_\_\_\_

Manager's Signature (or authorized agent): \_\_\_\_\_

Owner's Signature (or authorized agent): \_\_\_\_\_

Owners Contact Information:

Mailing address: \_\_\_\_\_

Phone: \_\_\_\_\_ Wk: Phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

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

Emergency contacts (name and phone): \_\_\_\_\_

\_\_\_\_\_