

# SILVER GLEN STABLES

## BOARDING AGREEMENT

This Boarding Agreement is by and between Silver Glen Stables, Inc. ("Stable"), and the undersigned ("Owner"), and is dated for reference purposes on the date signed by Owner.

### 1. FEES, TERMS, AND LOCATION.

Owner acknowledges and accepts those rates for boarding set forth by Stable, whether said rates be daily, weekly or monthly. Payment shall be made in advance. Owner agrees to board their horse for a minimum of thirty (30) days and to pay Stable on delivery of the horse the Boarding Fee of \$\_\_\_\_\_ as listed on the Price List, a copy of which is attached hereto as Exhibit "A," as amended from time to time. Owner agrees to pay Stable on or before the first (1<sup>st</sup>) day of each month that this Agreement is in effect, the Boarding Fee, which may be initially prorated to reflect any delivery made after the 1<sup>st</sup> of the previous month.

The Boarding Fee shall cover the cost of boarding, feeding hay, and maintaining the stall or paddock in which the horse is located. Additional Services, such as trailer parking fees, handling for the veterinarian or farrier, turnout fees, extra feed and bedding fees, supplements, and veterinary, medical, and farrier expenses, will be billed separately. Payments received later than the tenth (10<sup>th</sup>) of each month shall be subject to a late charge of 10% of the overdue amount. NSF checks will be charged a fee of \$30.

Payment for billed amounts is due upon receipt of the bill by Owner. If payment is overdue by thirty (30) days, Stable shall have a lien against Owner's horse, and any property stored by Owner in the stall, 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 California law.

### 2. DESCRIPTION OF HORSE.

Owner agrees to submit a completed Owner Information Sheet for each horse boarded upon execution of this Agreement. Owner agrees to disclose therein any and all hazardous or dangerous propensities of the horse boarded with Stable. However, if Stable notifies Owner that a horse, in Stable's opinion, is dangerous or undesirable, then Owner shall be solely responsible for removing the horse immediately upon receipt of said notice, and for immediate payment of all amounts then due to Stable. Upon such payment, this Agreement shall be deemed terminated.

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**3. FEED, FACILITIES, AND SERVICES.**

Stable agrees to provide reasonable feed and facilities for the horse. Owner acknowledges Owner has inspected the facilities and agrees they are in safe and proper order as of the date of this Agreement. The standard services to be provided herein and the charges therefor are stated in the Rate Schedule and are subject to change at Stable's sole discretion, and upon notice to Owner.

**4. RISK OF LOSS AND STANDARD OF CARE.**

During the time that the horse is boarded, Stable shall not be liable for any sickness, disease, astray, theft, death or injury which may be suffered by the horse or any other cause of action whatsoever arising out of or connected in any way with the boarding of said horse, except for Stable's negligence. Stable is not responsible for, and Owner expressly assumes the risk of, any personal injury or disability suffered and/or caused by any horse boarded by Stable.

Owner agrees that Stable is under no obligation to carry 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. Owner expressly assumes all risks and costs, no matter how catastrophic, connected with boarding or for any other reason for which horse in the possession of, and/or on the premises of Stable. Stable strongly recommends that Owner obtain and maintain equine mortality insurance on each horse boarded by Owner.

**5. INDEMNIFICATION.**

Owner agrees to indemnify Stable, and hold Stable harmless, from any and all claims arising from damage or injury caused by Owner's horse to anyone, and shall defend Stable from any and all such claims.

**6. EMERGENCY CARE.**

Stable agrees to attempt to contact Owner if Stable determines that medical treatment is needed Owner's horse; however, if Stable is unable to contact Owner, then Stable is authorized to secure emergency, veterinary, and blacksmith care required for the health and well being of said horse, as determined in the sole discretion of Stable. All costs of such care shall be borne by Owner.

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**STABLE IS AUTHORIZED TO CONSENT TO SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS THE INSTRUCTION BELOW IS INITIALED BY OWNER.**

**\_\_\_\_\_ STABLE IS NOT AUTHORIZED TO CONSENT TO SURGERY ON OWNER'S HORSE.**

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.

**7. CARE OF BRED AND/OR PREGNANT MARES.**

Any mare delivered to Stable in foal, or bred while boarded with Stable, and which carries to term and delivers while boarded with Stable, will be foaled out and appropriate foaling fees will be charged to Owner, **WHETHER OR NOT SUCH SERVICE IS REQUESTED BY OWNER.**

**8. LIMITATION OF ACTIONS.**

Any action or claim brought against Stable for breach of this Agreement, or for loss due to negligence, must be brought within one (1) year of the date such claim or loss occurs, regardless of when such claim or loss is discovered.

**9. SHOEING, WORMING, AND MEDICAL.**

Owner agrees to provide shoeing, vaccination and worming of the horse at Owner's expense, and that Owner's horse shall be wormed and vaccinated on a regular schedule acceptable to Stable. Owner agrees to provide Stable with all health records of the horse if requested. Owner's horse must be current on all vaccinations and worming **AT THE TIME OF DELIVERY** to Stable as evidenced by a current Veterinary Certificate. Horse not accompanied by a current Veterinary Certificate will be vaccinated and/or wormed upon arrival at the expense of Owner if requested by Stable. To be considered current, a Veterinary Certificate must have been issued within thirty (30) days prior to delivery of the horse to Stable.

**10. OWNERSHIP – COGGINS TEST.**

Owner represents and warrants that he/she owns the horse boarded pursuant to this Agreement, and will provide, prior to the time of delivery, proof satisfactory to Stable of negative Coggins Test(s) for the horse if requested by Stable.

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**11. CHANGES OR TERMINATION OF THIS AGREEMENT.**

This Agreement may be modified or terminated by Stable upon seven (7) days' written notice.

**12. RULES AND REGULATIONS.**

Owner agrees to abide by all the rules and regulations of Stable, and hereby acknowledges receipt of the same. If someone other than the Owner is to take possession of Owner's horse for any reason, such person shall have and present written authority signed by Owner before possession will be tendered by Stable.

**13. RIGHT OF LIEN.**

Owner is hereby notified that Stable has a contractual and/or equitable lien as provided under California law, for any amount(s) due for the board and keep by Stable of Owner's horse, and also for shortage and services, and Stable shall have the right, without process of law, to retain said horse and any property stored with the horse until the amount of Owner's indebtedness to Stable 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 in question in the event the amount of outstanding indebtedness exceeds the anticipated unregistered value of the horse. If Stable exercises its lien rights as above described for nonpayment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications for any breed registration as may be applicable to said horse upon affidavit (or declaration under penalty of perjury) 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. If collection of this account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs, and other related expenses, for which a minimum of \$250.00 will be billed to Owner.

**14. PROPERTY IN STORAGE ON STABLE'S PREMISES.**

Stable shall not be responsible for theft, loss, damage, or disappearance of any tack or equipment or other property stored with Owner's horse. Stable shall not be liable for theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon Stable's premises will be subject to a storage fee in accordance with the Rate Schedule.

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**15. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties. No course of dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even when the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

**16. GOVERNING LAW/FORUM.**

This Agreement is made and entered into in the State of California, County of Fresno, and shall be enforced and interpreted in accordance with the laws of the State of California. Any litigation between the parties arising out of or in connection with this Agreement shall be venued in the state or federal courts sitting in the County of Fresno.

**17. ENFORCEABILITY OF AGREEMENT/SEVERABILITY.**

If one or more parts of this Agreement are found or adjudicated to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Owner's Signature: \_\_\_\_\_

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

Owner's Name (print): \_\_\_\_\_

Owner's Address: \_\_\_\_\_

\_\_\_\_\_  
city state zip

Owner's Telephone: (Home) (\_\_\_\_) \_\_\_\_\_

(Work) (\_\_\_\_) \_\_\_\_\_

Arrival Date of Horse: \_\_\_\_\_

Name of Horse: \_\_\_\_\_

Stable Manager: \_\_\_\_\_ Date: \_\_\_\_\_