



2888 ENGLISH ROAD, CHINO HILLS, CA

BOARDING AGREEMENT

Hillcrest Equestrian Center (hereinafter referred to as "Stables") and Horse Boarder (hereinafter referred to as "Boarder") hereby acknowledge and agree to the following terms and conditions:

1. Boarder, _____, has personally inspected the facilities and operation of the Stables and has determined such to be maintained and operated in a safe and reasonable manner, free from defects and suitable for the boarding of horses owned or leased by Boarder.
2. The Stables shall provide enclosure or cover, Alfalfa Hay feed (Approx. 20+ lbs. per day), stall cleanings, bedding and fresh water for horses owned or leased by Boarder.
3. Boarder agrees to pay boarding fees, see Rate Chart, to the Stables in the sum of _____, per month (per stall) for the services referenced in item number 2. Boarding fees are due on the 1st of every month (a service charge in the sum of \$25.00 will be charged Boarder on any returned checks). Boarder agrees to pay the Stables the sum of \$25.00 (per stall) as a late fee for any payment received after the 10th of the month. In the event payment of boarding fees is not received by the 20th of the month, the Stables has the right to vacate the stall after ten (10) days notice to Boarder. Fees are subject to change provided ten (10) days notice is given to Boarder. A Thirty (30) days written notice must be given to Stable by Boarder for horses moving out of their stalls.
4. Boarder understands that the laws of the State of California (*Civil Code* §3080) provide that stables engaged in the business of boarding horses have a possessory lien on the horses it boards to secure payment for its services. Section 3080.02 of the *Civil Code* also permits stable lien holders to sell animals when a boarder is in arrears in payments, but only after judicial authorization, judgment, or the consent of boarder. Boarder hereby waives those provisions of *Civil Code* § 3080.02 and specifically grants the Stables authority to sell any horse owned by Boarder which is more than sixty (60) days in arrears in payment of boarding fees, upon ten (10) day written notice without any requirement that the Stables seek judicial authorization of any kind prior to sale. Boarder irrevocably waives any rights it may have under *Civil Code* § 3080, except that

Initial _____

the Stables shall be required to provide Boarder with then (10) days written notice of its intent to sell Boarder's horses for which payment of boarding fees is sixty (60) days in arrears. Said sale will be held in a commercially reasonable manner.

5. Boarder assumes any and all risk of loss caused by sickness or injury to horses owned or leased by Boarder. Boarder understands that it is his or her responsibility to provide insurance for injury or death to any horse boarded at the Stables. Boarder is financially responsible for all veterinary and farrier services. Boarder is financially responsible for all contracted services provided by the Stables including, without limitation, blanketing care, turnout, and other related services. Payment for any such services is due with boarding fees as set forth in item number 3 hereinabove.
6. Boarder assumes any and all risk of loss of or damage to tack, equipment or any other property owned by Boarder while kept at the Stables. Boarder understands that it is his or her responsibility to provide insurance for risk of loss of or damage to personal property (tack, equipment, or other property).
7. In the event any horse owned or leased by Boarder causes any property damage to the Stable, Boarder shall be solely responsible for all costs associated with the repair thereof. In the event that any horse owned or leased by Boarder causes any damage, injury or death to a horse owned or leased by any other boarder, it shall be the sole responsibility of Boarder to pay all costs associated therewith and Boarder acknowledges and agrees that the Stables will have no liability for said damage, injury, or death.
8. Boarder acknowledges that the Stables highly encourages all adult riders and guests to use safety equipment, including, without limitation, approved helmets and riding gear. Boarder acknowledges and agrees that all minors are required to use safety equipment including, without limitation, approved helmets which meet or exceed the quality standards of the SEI Certified/ASTM standard F 1163 helmets, at all times while riding horses boarded at the Stables. The Stables shall not be liable for any injury or death caused as a result of any horse related activity at the premises.
9. It is Boarder's responsibility to maintain current telephone numbers and emergency contact information with the Stables. All updates shall be made in writing to Hillcrest Equestrian Center located at 2888 English Road, Chino Hills, California 91709-1501. Said emergency contact information shall include all persons or entities that have the authority to make decisions regarding the care of horses owned or leased by Boarder in the event of Boarder's unavailability.
10. Boarder acknowledges and agrees to provide the Stables with proof of all current vaccinations on any horse owned or leased by him or her including, without limitation, Flu, Rhino, Strangles and EEE/WEE, as well current worming. Boarder further acknowledges and agrees to have any horse owned or leased by him or her regularly vaccinated and wormed. Failure to comply with this item is grounds for immediate termination of this agreement by the Stables.

11. In the event of sickness or injury to any horse owned or leased by Boarder, Boarder hereby agrees and authorizes the Stables to use the emergency contact information referenced in item number 8 above to obtain decisions regarding the care of Boarder's horse. In the absence of Boarder, Boarder's agent, or the persons identified on the emergency contact information, Boarder authorizes the Stables to take reasonable steps to administer whatever medical, veterinary, or other service deemed appropriate in the sole judgment of the Stables. Boarder agrees to pay the costs of all care, services and transportation provided to treat Boarder's horse. Boarder agrees that said charges shall create a valid lien on the horse until paid in full. If a horse is seen by a veterinarian and the horse is suspected to have a possible contagious virus or bacterial infection, the owner and vet must notify management immediately, Geni Addicott (714) 478-1616. Our Stable Protocol is to isolate any horses showing symptoms in the two stall barn by the Hot Walker. They are to have their own cleaning tools and other more detailed protocols will be followed.
12. Boarder agrees to abide by and comply with all posted and written rules and policies of the Stables, which are subject to change without notice. Boarder will cause his or her employees, agents, or invitees to abide by and comply with all posted and written rules and policies of the Stables. Any violation of the rules and policies by Boarder, or his or her employees, agents, or invitees is grounds for the Stables to request Boarder to vacate stalls and forfeit boarding and other fees. The posting of said rules and policies shall be deemed sufficient notice to Boarder, his or her employees, agents, or invitees as to the content thereof.
13. Boarders will not be allowed to bring their dogs to the Stables.
14. The Stables shall not be liable for any damages, injuries, or death to Boarder or his or her heirs, agents, employees, or invitees. Boarder acknowledges and appreciates the risks associated with his or her participation in horse related activities (including injury and death) and the fact that horses are unpredictable animals. Boarder acknowledges and agrees to assume any and all risks associated with or arising out of his or her (or his or her heirs agents, employees or invitees) participation in horse related activities. Boarder acknowledges and agrees to hold the Stables, its officers, agents, and employees harmless from any and all damages or liability arising out of the injury to or death of person or damage to any personal property arising out of the use of its facilities.
15. It is highly recommended that Boarder maintain a policy of liability and property damage insurance with limits of not less than \$100,000.00, per occurrence, during the terms of this agreement and shall provide the Stables with a certificate thereof. The Stables shall be named as an additional insured under such policy. It is mandatory for Stallions to have such a policy.
16. Boarder acknowledges and agrees that all guests, including spectators, must sign a Release and Waiver of Liability/Assumption of Risk and Indemnity Agreement prior to use of the facilities. Said release is available in the Trainer's office at the Stables.

17. This boarding agreement is automatically renewed each month unless written notice is provided to the other party within thirty (30) days of month end. This agreement runs with the Owner/Leasor of the horse and can include other horses owned or leased by the signer, not just the horses listed within this agreement. Current Boarding rates will apply and any changes to the rates will be given to Boarder 30 days in advance when possible and will be rolled into this agreement. There are no refunds for horses leaving facility during the month. Any personal property remaining at the Stables after termination of this agreement shall become its property to be disposed of in any manner in its sole discretion.

18. In the event that any provision of this agreement is deemed void, voidable, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in enforceable.

19. The parties hereto agree that, except as expressly provided in item number 4 hereof, that the law of the State of California shall govern this boarding agreement. The prevailing party in any action regarding this boarding agreement shall be entitled to recover reasonable attorneys' fees and costs of suit.

20. This boarding agreement, and the Release and Waiver of Liability/Assumption of Risk and Indemnity Agreement, shall constitute the entire agreement between the parties hereto. These agreements may only be amended or modified by written instrument executed by the parties hereto.

SIGNATURES OF PARTIES

BOARDER

Name _____

Signature _____

Address _____

Street City State Zip

Telephone Numbers (H) _____, (W) _____, (C) _____

Email Address _____

Spouse Name _____ Telephone Number _____

Initial _____

BOARDER'S HORSE(S)

Name of Horse _____ Breed _____

Age ___ Gender ___ Color ___ Markings _____

Allergies/Conditions/ Habits _____

Additional horses:

Name of Horse _____ Breed _____

Age ___ Gender ___ Color ___ Markings _____

Allergies/Conditions/ Habits _____

Primary Veterinarian _____ Telephone Number _____

Preferred Equine Hospital _____ Telephone Number _____

Farrier _____ Telephone Number _____

Executed at _____ (city) _____ (state) on _____ (date)

Signature

Print Name

BOARDER EMERGENCY CONTACT INFORMATION

Name _____

Address _____

Telephone Numbers (H) _____, (W) _____, (C) _____

Email Address _____

Initial _____

HILLCREST EQUESTRIAN CENTER
2888 ENGLISH RD., CHINO HILLS, CA 91709
GENI ADDICOTT (714) 478-1616
geniaddicott@aol.com
www.HillcrestEquestrianCtr.com

Signature

Print Name

Title

Executed at _____ (city) _____ (state) on _____ (date)

Initial _____