

## BOARDING CONTRACT

This Boarding Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between M&M Edwards Family, LLC, dba EL CAPITAN EQUESTRIAN CENTER (RANCH), and \_\_\_\_\_ (OWNER), and additionally, if OWNER is a minor, OWNER'S parent or guardian \_\_\_\_\_.

RANCH agrees to accept OWNER'S horse \_\_\_\_\_ for boarding, and it is the intention of the OWNER to board this horse. For and in consideration of the agreements hereinafter set forth, the RANCH and OWNER mutually agree as follows:

1. The OWNER agrees that RANCH, their agents and employees are not liable for death, sickness, and/or accident including incidental or consequential damages caused to the horse except if caused by the willful and wanton negligence of RANCH officers or employees. In addition, OWNER agrees to hold RANCH harmless for any injury whatsoever caused to the OWNER, and/or any loss or damage to any personal property that may result in connection with this Agreement. OWNER agrees to defend, indemnify, and hold OWNER harmless for any claims, damages or liability to any person arising from OWNER'S acts in connection with this Agreement or related to OWNER'S property and OWNER'S horse.
2. It is the responsibility of OWNER to carry insurance, including coverage on his horse, and all personal property, should OWNER wish said horse to be protected in case of accident. Regular farrier and Veterinary services will be the responsibility of the OWNER.
3. OWNER shall pay RANCH for boarding services which include basic feeding, watering, cleaning, outdoor stalls, barn stalls and bedding, at the currently posted monthly rate for the enclosure occupied. Rates are subject to change on 30 days notice.
4. The boarding fee is due on the 1<sup>st</sup> day of the month. A 10% late fee will be charged for payments received after the 7<sup>th</sup> day of the month. Partial months will be prorated on the basis of a 30-day month. **OWNER acknowledges that any unpaid fees hereunder shall give rise to a lien on the OWNER'S horse pursuant to CA Civil Code s3080.1.**
5. The horse shall be free from infectious, contagious, or transmissible disease. RANCH has the right to refuse horse within seven (7) days of arrival if not in proper health. RANCH shall have no obligation to determine the status of the horse's health or temperament, which is the sole responsibility of OWNER.
6. RANCH reserves the right to notify OWNER within seven (7) days of horse's arrival if horse in RANCH'S opinion, is deemed dangerous or undesirable for a boarding stable. In such case, OWNER is responsible for removing horse within five (5) days and for all fees incurred during horse's stay. After all fees have been paid, this contract is concluded.

7. **THE OWNER MUST GIVE RANCH 30 DAYS WRITTEN NOTICE TO TERMINATE THIS CONTRACT.** If the horse dies, is sold or transfers ownership there will be no refund for board paid through the end of the billing cycle. **Upon thirty (30) days written notice to RANCH,** the OWNER may terminate this contract for any reason. In such case, **RANCH shall be paid for all fees incurred up to the termination date.** After all fees have been paid in full, this contract is concluded.

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**BY INITIALING THIS BOX, I ACCEPT TERMS OF PARAGRAPH #7 ABOVE.**

8. RANCH may terminate this contract upon thirty, (30) days written notice without cause. Ranch may terminate this contract with 48 hours written notice for failure to follow the posted safety rules and regulations.
9. In case of change of ownership of RANCH this contract may be assigned to the new owner.
10. Any special services other than boarding shall be arranged via a separate written Special Services Contract.
11. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in such contracts. This contract is made and entered into in the State of California, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void.
12. In the event of any dispute regarding this Agreement, the prevailing party shall be entitled to an award of attorneys' fees and costs.

**When OWNER or parent or guardian of OWNER, and agent of RANCH sign this contract, it will then be binding on both parties, subject to the above terms and conditions.**

X \_\_\_\_\_  
OWNER (or agent) Authorized signature

X \_\_\_\_\_  
RANCH Authorized Signature

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Parent or guardian if owner is a minor  
Address and Telephone of OWNER:

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Home

Office

Cell