

Moonshadow Ranch

9889 Helen Ave.
Shadow Hills, CA 91040

BOARDING AGREEMENT

Owner has personally inspected the facilities and operation of STABLE and has found such to be maintained and operated in a manner suitable for the board and feed of his/her horse(s), described in this boarding agreement.

Owner's Information:

Name: _____

Address: _____

Phone(s): _____ Email: _____

Emergency contact: _____ Phone: _____

DL: _____ State: _____ Expiration _____

Owner warrants that he/she is the owner of the Horse(s) _____ Initial _____

Name of horse(s): _____ Show name: _____

Breed: _____ Sex: _____ Age: _____ Reg #: _____

Color and description of horse (including white markings/tattoo number/visible scars if applicable):

Known vices: _____

Feed of max four (4) flakes 2 alfalfa/2 orchard per day included in board. (*Supplements provided by horse owner*)

Substitute # of Orchard flake(s)/day: _____ x \$30.00/mo. Substitute # of Timothy flake(s)/day: _____ x \$45.00/mo.

Additional hay available upon request and cost TBD

Veterinarian: _____ Phone: _____

Farrier: _____ Phone: _____

Preferred stabling:

Box stall 16'x16' (in/out) \$525.00 Pipe corral 12'x24' \$425.00

Pipe corral 16'x18' \$475.00 Pipe corral 24'x24' \$500.00

Due to high gas and hay cost an additional \$50 per month will be added to your board.

- 1) Stable will provide one of the above stable choices, pending availability, included in board is basic feed of alfalfa/orchard hay twice daily of up to four (4) flakes per day, daily fresh water and one load of shavings per week. Stalls are cleaned daily, and reasonable care is provided to each animal to maintain health and wellbeing. One locker per person is included in board. Board is due before or on the first day of each month. Boarding fees not received by the due date (5th of each month) shall be subject to Late Charge, \$25. **We require 30 days advance notice to vacate.**

- 2) Due prior to moving in: First month board, signed board agreement by both parties, Release of Liability Waiver, and documentation that the horse vaccinations and worming are current. Either party may terminate this agreement without notice upon the event of a material breach of any term or condition of this Agreement by the other party, or upon thirty-day (30) written notice to the other party. Security deposit goes into effect at date of notice, any increases in board fee and/or other fees are due prior to vacating the stable.
- 3) This Agreement is between Eva Lund dba Moonshadow Ranch (the "Stable"), and the persons identified on the Application to Board Horse (the "Application"), as owner (the "Owner"), and shall concern only that horse fully described on the Application (the "Horse")
- 4) The Application and the Rules and Regulations of the Stable (the "Regulations"), are fully incorporated herein by this reference, and made a part hereof. Any breach of the Regulations by the Owner shall constitute a breach of this Agreement.
- 5) If a lessee or an owner under a conditional sales contract is boarding the Horse, a copy of the lease or conditional sales contract shall be attached hereto, and lessor or beneficial owner shall acknowledge and approve this Boarding Agreement.
- 6) Owner shall worm the Horse at least twice a year, and shall provide evidence of worming within the last six (6) months prior to boarding.
- 7) Owner shall be responsible for proper care of the Horse's feet by either proper shoeing or trimming.
- 8) Owner shall keep inoculations current in accordance with common care and Veterinary suggestions.
- 9) The horse shall be exercised at least every other day, and owner shall be responsible for such exercise. Any time more than (4) days pass without exercise, the stable shall commence exercising the horse, and the owner shall be liable for the exercise fees.
- 10) Owner is responsible for grooming the horse.
- 11) During the time that the horse is in the custody of stable, stable shall not be liable for any sickness, disease, stray, theft, or injury or death which may be suffered by the Horse, or for any other cause of action whatsoever, arising out of or being connected in any way with the boarding of the said Horse, excepting that such sickness, disease, stray, theft, injury, death, or other cause of action shall arise from the gross negligence of the Stable or any of its agents or employees. This includes but is not limited to any injury or disability the Horse may receive while on Stable premises.
- 12) Owner understands that Stable does not carry any insurance on any horses, and that all risks connected with boarding or any other function of Stable is assumed by Owner, except those risks arising from gross negligence of Stable or its employees and agents. If Owner's horse cause injury or damage to another person or the property of any kind beyond normal wear and tear of property used by horse(s), the Owner shall pay for such damages. This includes chewing and destroying fences, ripping apart buckets, pipe or stall damage caused by kicking, rolling, casting, and biting, cribbing, chewing and any other vices.
- 13) Stable shall contact Owner whenever Stable believes that Horse requires emergency care. In the event that the Stable is unable to reach Owner, Stable is authorized to secure such care, as Stable believes necessary, including but not limited to veterinary or farrier care.
- 14) Should the Horse die while in Stable's possession, Stable shall contact the Owner. In the event Stable cannot reach the Owner, Stable shall contact the Horse's insurer if applicable and the horse's veterinarian. If unable to contact the Owner, insurer, or veterinarian within 24 hours, Stable shall arrange for removal of the body.
- 15) Owner agrees to pay for any services provided for the horse under paragraphs 6,7,8,9,12,13 and 14, above within (5) days of receipt of proper invoice therefor, and to pay interest on any such sum at the rate of fifteen percent (15%) per annum beginning on the fifteenth day following the date of such invoice.
- 16) Notwithstanding any provisions of the California code, owner hereby grants to Stable the right to a lien on the Horse and content of locker, for any sums which are due and owing. Such sums shall include but are not limited to fees or expenses for boarding, training, exercise and farrier or veterinary care. Should Owner become delinquent in the payment of board for a period in excess of fifteen (15) days, Stable may give owner written notice, either in person or by certified mail addressed to the address shown on the application that Stable intends to sell the Horse and locker content at private or public sale. Such notice shall include the amount due; the services and period for which it is due; and if the sale is to be public, the date, time, and place of the sale. Failure by owner to respond within five (5) days from receipt of said notice shall be deemed authorization by Owner to Stable to sell the horse and locker content, and shall constitute waiver of all other rights hereunder. From the proceeds of such sale, all outstanding

sums due to Stable shall be paid, including costs of sale, transportation, commissions, and any legal or other costs incurred in conjunction therewith. Any sums received in excess of such costs shall be paid to Owner. Owner shall remain liable for any amount due to Stable and not recovered by such sale.

- 17) Owner agrees to indemnify hold Stable harmless from any claim arising from damages or injury caused by the Horse to anyone, whether or not resulting from known behavioral traits of the Horse, excepting those damages or injuries resulting from the gross negligence of the Stable or its employees or agents. Such indemnification shall include legal fees and expenses incurred by Stable in defense of any such claims.
- 18) Either party may terminate this agreement without notice upon the event of a material breach of any term or condition of this Agreement by the other party, or upon thirty-day (30) written notice to the other party.
- 19) Once "Owner" is in receipt of a boarding termination notice and has not moved Her/his Horse by the deadline date, and paid all incurred fees, the following conditions will apply:
 - a) She/ He will not be allowed on the premises except to pay outstanding balance and remove Her/his Horse/s and belongings.
 - b) Stables will board, feed, and exercise the Horse/s after the deadline date at the cost of \$30 per day per Horse, and "Owner" will be responsible for the total cost.
- 20) If any proceeding or action at law or in equity, including arbitration, is necessary to enforce or interpret the terms of this Agreement, the prevailing parties shall be entitled to reasonable attorneys 'fees, costs, and necessary disbursements in addition to other relief to which they may be entitled.
- 21) Any notices to be given hereunder by either party to the other party may be effective by personal delivery in writing or by mail, registered or certified, posted prepaid with return receipt requested. Mail notices shall be addressed to the parties as the address appears on the application, but each party may change his address by written notice in accordance with this paragraph.
- 22) This instrument contains the entire agreement of the parties. It may not be changed orally, but only by agreement in writing signed by the parties against whom the enforcement of any waiver, change, modification, extension or discharge is sought.
- 23) The right and obligation of the parties hereunder shall inure to the benefit of and be binding upon their successors, assigns, heirs, or personal representatives, as the case may be.
- 24) If any part, term, or provision of this Agreement shall be called invalid by a court of the jurisdiction which enforcement is sought, such invalidity shall not affect any other part, term or provision of this Agreement.
- 25) This Agreement shall be governed in accordance with the laws of the State of California.

Executed at Shadow Hills, California, on this _____ day of _____ , 2022

Owner/Rider: (print)_____

Signature

Date

Photo Release - I DO I DO NOT

Consent to and authorize the use and reproduction of any photographs and any other audio/visual materials taken of me for the promotional material, educational activities, and exhibitions or for any other use for the benefit of the ranch.