

# HORSE BOARDING AGREEMENT

**1. PARTIES.** THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Southern California Equestrian Center LLC, a California limited liability company ("Southern California Equestrian Center"), and:

Name ("Customer") \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_ Fax \_\_\_\_\_

Work Phone \_\_\_\_\_ Email \_\_\_\_\_

In case of emergency, call \_\_\_\_\_ Phone \_\_\_\_\_

**2. HORSE.** This Agreement relates to the boarding of the horse referenced below ("Horse") at Southern California Equestrian Center. Customer agrees to immediately provide Southern California Equestrian Center with a copy of Horse's registration. **IF MORE THAN ONE HORSE WILL BE boarded at Southern California Equestrian Center, PLEASE DUPLICATE THIS PAGE AND COMPLETE SECTIONS 2, 3 AND 4.**

Name of Horse \_\_\_\_\_ Registration No. \_\_\_\_\_

Color/Description \_\_\_\_\_ Sex \_\_\_\_\_ Breed \_\_\_\_\_

Veterinarian \_\_\_\_\_ Phone \_\_\_\_\_

Farrier \_\_\_\_\_ Phone \_\_\_\_\_

Insurance Carrier \_\_\_\_\_ Insurance Agent \_\_\_\_\_

Amount \_\_\_\_\_ Policy Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Medical condition or special needs of horse if any: \_\_\_\_\_

Known vices such as kicking, biting, pawing, stall walking etc.: \_\_\_\_\_

**3. OWNERSHIP.** Customer: (Mark applicable one)

- Has full legal title to Horse. Registration is in Customer's name
- Is purchasing Horse on an installment from: (complete 3.A.)
- Is leasing Horse from: (complete 3A)
- Is managing Horse for: (complete 3A)
- Is co-owner of Horse along with: (complete 3A)
- Co-owner's name does not appear on registration.

**3.A.** Seller/Owner/Co-owner/Lessor \_\_\_\_\_ Phone \_\_\_\_\_

In case of emergency, call \_\_\_\_\_ Phone \_\_\_\_\_

**4. BOARDING SERVICE.** Customer hereby contracts with Southern California Equestrian Center for boarding as follows: (Mark applicable one)

- Barn Stall Board
- Pipestall Board

Pasture Board

5. **BOARDING FEES.** Customer shall pay Southern California Equestrian Center for each day Horse is boarded by Southern California Equestrian Center a monthly fee of \$\_\_\_\_\_ or at the rate which Southern California Equestrian Center, in its sole discretion, from time to time may hereafter set. Customer agrees that Southern California Equestrian Center, in the exercise of its sole discretion, may increase or otherwise modify any and all fees and charges set forth in this Agreement with thirty (30) days' notice to Customer and Customer shall be liable for payment of such expenses as increased or modified. Notwithstanding anything to the contrary set forth herein, should Horse require a private paddock or special stall for medical reasons, Customer agrees to pay Southern California Equestrian Center its standard private paddock or special stall rate.

6. **MISCELLANEOUS SERVICES, FEES, AND EXPENSES.** Customer also pay or reimburse Southern California Equestrian Center promptly for all taxes, however defined or denominated, except income taxes, related to this Agreement and for any interest and penalties imposed in connection with such taxes.

7. **ACCEPTANCE.** This Agreement is not effective until approved and executed by Southern California Equestrian Center, which reserves the right to reject any Horse at its sole discretion, and to return any unruly Horse at Customer's expense. Customers violating stable rules, hours, or disrupting or endangering others will be required to remove their Horse at their expense immediately upon written notice.

8. **BILLING TERMS.** Customer agrees to pay in full all boarding fees on the first (1<sup>st</sup>) day of the month, either in cash, a check deposited at the box in the barn, or Auto-Pay. All other fees and expenses due hereunder shall be due and payable upon the receipt of the statement Customer is sent for such fees and expenses. If Customer fails to object in writing to any item charged on a Southern California Equestrian Center statement within fifteen (15) days from the date such statement is sent via U.S. mail or personally delivered, then it shall be conclusively agreed by Customer that such amount is fair and correct and is owed to Southern California Equestrian Center. If Customer fails to make timely payment of any amount due under this Agreement, Customer shall be in breach of this Agreement. Customer agrees that time is of the essence in payment of all amounts due under this Agreement and that it would be impractical to fix exact amounts of Southern California Equestrian Center's damages if Customer fails to pay promptly. Therefore, if any such amounts are not paid in full on or within thirty (30) days of the date shown on the statement, Customer agrees that Southern California Equestrian Center shall be entitled to charge a late fee of \$50 per horse, per month from such statement until paid. All payments hereunder shall be made in lawful money of the United States at the office of Southern California Equestrian Center at the address set forth above.

(CUSTOMER INITIAL) \_\_\_\_\_

9. **SECURITY INTEREST AND LIEN.** Customer specifically agrees that notwithstanding any other provision of this Agreement, all amounts owed under this Agreement shall be due and payable on or before Horse will be released by Southern California Equestrian Center. In addition to the foregoing, Customer hereby grants Southern California Equestrian Center a security interest and lien in horse as security for all payments now or hereafter owing and performance of all obligations of Customer hereunder. If customer is not the legal owner of the Horse, Customer specifically represents and warrants that the person signing this Agreement is a dully authorized attorney-in-fact to execute this Agreement and grant the security interest and lien granted hereby for the owner of the Horse as a result of this Agreement. If Customer fails to perform fully and timely any obligation under this Agreement, Southern California Equestrian Center, at its option, may declare and exercise all rights in the Horse as a result of this Agreement allowed by this Agreement and/or the California Uniform Commercial Code.

Customer agrees that time is of the essence in connection with this contract and they agree to pay all charges promptly upon notice. In the event any charges herein provided for are not paid within sixty (60) days' of notice, the Southern California Equestrian Center is authorized to:

**SELL SAID HORSE AND/OR ALL PROPERTY AT PUBLIC OR PRIVATE SALE, PAY ALL CHARGES THEN PENDING AGAINST SAID HORSE, PAY ALL EXPENSES OF SALE AND THE BALANCE, IF ANY, SHALL BE PAID BY SOUTHERN CALIFORNIA EQUESTRIAN CENTER TO CUSTOMER OR THEIR AUTHORIZED REPRESENTATIVE.**

In the event of a sale, as herein provided, Customer hereby waives all notices and legal process as a condition precedent to sale. Customer agrees to notify Southern California Equestrian Center if any other individual or entity currently, or at any time after signing this Agreement, obtains a lien against any portion of the value of the horse.

Customer acknowledges that he/she has read and understands the following State law which, in conjunction with California Civil Code sections 3080.2 through 3080.22 permits Southern California Equestrian Center to proceed in a judicial action to seize and sell the horse for any unpaid balances.

**California Civil Code 3080.1**

**“A livestock servicer shall have a general lien upon the livestock in its possession to secure the performance of all obligations of the Owner of the livestock to the livestock servicer”.**

Customer also acknowledges that he/she has been provided with and has read the provisions of the Abandoned Animal Act, a copy of which is attached and incorporated with reference to this Agreement. Customer expressly authorizes Southern California Equestrian Center under the terms of “Security Agreement” as explained on this page, to sell the horse without obtaining a judicial order for any sums due to Southern California Equestrian Center in arrears sixty (60) days or more.

If the proceeds of a sale are less than the amount due, Customer agrees that Southern California Equestrian Center may proceed against him/her under legal collection processes to obtain any amounts outstanding.

**(CUSTOMER INITIAL)** \_\_\_\_\_

**10. HEALTH REQUIREMENT, VACCINATIONS, AND VETERINARY CARE.**

- 10.A.** Customer warrants that Horse is free from all contagious or infectious diseases upon delivery to Southern California Equestrian Center.
- 10.B.** On or prior to arrival of Horse at Southern California Equestrian Center, Customer shall have the Horse vaccinated and tested for and shall provide a record of the Horse’s vaccination and testing within the last ninety (90) days for strangles, equine influenza, tetanus toxoid, encephalomyelitis, rhinopneumonitis, sleeping sickness, and a negative coggins (swamp fever) test.
- 10.C.** Customer shall provide to Southern California Equestrian Center on or before the time Horse is delivered a fully completed Horse Information Sheet in the form attached as Exhibit A, which Exhibit A is expressly incorporated into and made a part of this Agreement.
- 10.D.** Should the Horse arrive at Southern California Equestrian Center without such vaccinations and coggins test as required above, Southern California Equestrian Center may, at its option refuse to accept Horse or provide the vaccinations and coggins test at Customer’s expense. All vaccinations and wormings will be administered thereafter at prescribed intervals by Southern California Equestrian Center.
- 10.E.** Customer hereby authorizes Southern California Equestrian Center to provide or arrange for, at Customer’s sole expense, all veterinarian services or treatments to Horse that Southern California Equestrian Center reasonably believes to be necessary.
- 10.F.** If at any time while Horse is at Southern California Equestrian Center, it is determined by Southern California Equestrian Center, in its sole discretion, that Horse has a contagious or infectious disease or for any other medical reason should be removed from Southern California Equestrian Center, Southern California Equestrian Center shall give Customer notice of such condition and shall have the right to have Horse removed from Southern California Equestrian Center immediately at Customer’s sole expense.
- 10.G.** Southern California Equestrian Center shall have the right to require that Horse receive, at Customer’s sole expense, a veterinarian’s certificate of health prior to Horse’s release from Southern California Equestrian Center.

**11. TRANSPORTATION AND RELEASE OF HORSE.**

- 11.A.** Customer shall provide Southern California Equestrian Center with at least forty-eight (48) hours’ notice of intent to pick-up Horse on a weekday and with seventy-two (72) hours’ notice on a weekend. Customer shall provide Southern California Equestrian Center with written authorization to release Horse to any third party transporter and Southern California Equestrian Center shall have no obligation to release Horse without such written authorization. Upon commencement of the loading of Horse by a third party transporter or Customer, Customer assumes full responsibility and liability for the health, soundness, transportation and care of Horse.

**11.B.** Customer hereby authorizes Southern California Equestrian Center during the time Horse is boarded at Southern California Equestrian Center pursuant to this Agreement to transport, or to select a third-party to transport Horse to a veterinary medical facility, horse show, or any other location. Customer agrees to pay for any such transportation.

**12. INSURANCE.** Customer warrants that Horse, while located at Southern California Equestrian Center, is covered by full mortality and theft insurance in an amount at least equal to the full value which Customer places on said Horse. Prior to boarding Horse at Southern California Equestrian Center, Customer agrees to provide Southern California Equestrian Center a certificate of insurance evidencing that this insurance requirement has been satisfied and with copies of its insurance policy or policies on the Horse. Customer may elect to be self-insured and assumes all responsibility for loss and liability, including, without limitation, mortality. Customer should contact their insurance agent with regards to these and other coverages available.

**13. INDEMNIFICATION AND HOLD HARMLESS OF LOWE SHOW HORSE CENTRE BY CUSTOMER.** With the exception that the following provisions of this Section shall in no event be constructed to require indemnification by Customer in excess of that permitted under the public policy or the applicable law, Customer shall indemnify, defend and save harmless Southern California Equestrian Center, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, and any of them, of and from; (i) any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever, known or unknown, arising out of or in any manner connected with any damage or injury to any third person or persons or to the property of any third person caused or allegedly by Horse while it is in the care and custody of Southern California Equestrian Center, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them; and (ii) any and all claims, demands, causes of action, damages, costs, expenses, loss, liabilities, in law or in equity, of every kind and nature whatsoever, known or unknown, arising, out of or in any manner connected with the Horse, including without limitation, death or injury of such Horse, which is caused or alleged to be caused by the acts or omissions of Southern California Equestrian Center, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them. At Customer's own cost, expense, and risk, Customer shall (a) defend any and all suits, arbitrations or other proceedings that may be brought or instituted by third persons or by the legal owner of the Horse (where Customer is not the legal owner) against Southern California Equestrian Center, his/its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them, in connection with any of the foregoing incidents specified in sub-paragraphs (i) through (ii), above; and (b) shall indemnify and reimburse said parties for any and all costs or expenses incurred in enforcing the indemnity granted in this Section. Southern California Equestrian Center, its employees, principals, agents, veterinarians, attorneys, accountants, farriers, successors, assigns, or any of them shall have the right to select his/its own counsel to defend any claim within the scope of this section at Customers expense. In recognition that the services of Southern California Equestrian Center hereunder will be performed by it upon ranch facilities owned by third parties (under appropriate contractual arrangements), Customer shall further indemnify, defend and save harmless the owner of the ranch facilities of Southern California Equestrian Center, its employees, principals, agents, successors, assigns, or any of them (collectively, "Indemnified Parties"), from and against any of the incidents specified in sub-paragraphs (i) through (ii), above, and to defend each Indemnified Party and indemnify each Indemnified Party to the same extent specified in sub-paragraphs (a) through (b) above.

**14. ARBITRATION REQUIREMENT.** The parties hereby agree to submit all controversies, claims, and matters of difference to arbitration in Ventura County, California according to the rules and practices of the American Arbitration Association from time to time in force, except to the extent that such rules are inconsistent with the provisions of this Section. This submission and Agreement to arbitrate shall be specifically enforceable. Without limiting the generality of the foregoing, the following shall be considered controversies for this purpose: (i) all questions relating to the breach of any obligation, warranty or condition hereunder; (ii) failure of any party to deny or reject a claim or demand of any other party; and (iii) all questions as to whether the right to arbitrate any questions exist. Arbitration may proceed in the absence of any party if written notice (pursuant to the American Arbitration Association's rules and regulations) of the proceedings has been given to such party. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final and binding on all parties to the extent and in the manner provided by California statute. All awards may be filed with the clerk of the state court in the county in which the principal office of the party against whom such award is rendered is located., as basis of judgment and of the insurance of execution for its collection and, at the election of the party making such filing, with the clerk of one or more courts, state or federal, having jurisdiction over the party against whom such an award is rendered or his property.

**17. WAIVER, AMENDMENT OR MODIFICATION.** No provisions of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom the enforcement of such waiver, amendment or modification is sought. The failure of Southern California Equestrian Center to enforce any of the provisions of this Agreement shall not be constructed as a waiver of such provision or of the right of Southern California Equestrian Center thereafter to enforce such provisions.

**18. NOTICE.** In the event any notice is to be given under the terms of this Agreement, or if any party hereto desires to give notice to any other party of this Agreement, such notice shall be in writing, and may be personally delivered or sent by certified mail, return receipt requested, to the addresses shown above. If such notice is delivered personally, it shall be effective upon such delivery; if mailed, it shall be deemed delivered and effective within forty-eight (48) hours after having been deposited in a United States Post Office.

**19. ENTIRE AGREEMENT.** The terms of this Agreement are intended by the parties as a final expression of their Agreement with respect to such terms are included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous Agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic whatsoever may be introduced in any judicial proceeding, if any, involving this Agreement. No Agreement shall be deemed to exist or to bind any of the parties hereto unless such representation, warranty, condition, understanding or Agreement shall be reduced to writing and mutually agreed to by the parties hereto and expressly incorporate herein.

**20. ATTORNEY'S FEES.** In the event that any suit, arbitration or action may be brought or instituted by the parties hereto, for any purpose under or in connection with this Agreement, the prevailing party shall be entitled to receive from the losing party all costs of suit, including reasonable attorney's fees. In the event that Southern California Equestrian Center engages the services of any attorney to enforce any provision of this Agreement, and Southern California Equestrian Center is successful in so enforcing this Agreement, Customer shall pay Southern California Equestrian Center the reasonable attorney's fees and expenses incurred by Southern California Equestrian Center by reason of such enforcement, whether or not suit or arbitration is brought.

**21. GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement shall be governed by and be constructed in accordance with the laws of the State. The parties agree that in the event any legal action or other legal proceeding is instituted, notwithstanding the requirements for arbitration of all controversies and disputes provided hereinafter, the Superior Court of Ventura County, California, shall be the exclusive legal forum for the resolution of any dispute which may arise out of or be in any manner connected with this Agreement, and the parties hereto hereby submit to the exclusive jurisdiction and venue of the Superior Court of Ventura County, California.

**22. SUCCESSORS AND ASSIGNS.** This Agreement shall in all respects bind and inure to the heirs, executors, administrators, successors and assigns of the parties. Customer, however, shall not have the right to assign any rights or delegate any duties under this Agreement without the prior written consent of Southern California Equestrian Center.

**IN WITNESS WHEREOF**, the parties hereto executed this Agreement as of the date first above written.

"Southern California Equestrian Center"

"Customer"

SOUTHERN CALIFORNIA EQUESTRIAN  
CENTER LLC, a California limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: Nancy D. O'Reilly Revocable Trust U/A dated  
March 2, 1990, as amended  
Its: Sole Member

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

By: \_\_\_\_\_  
Nancy D. O'Reilly, as Trustee

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