

**Pencil Belly Ranch**  
**1671 Indian Valley Road, Novato, CA 94947 415-897-3039**

**Horse Boarding Agreement**

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between **Pencil Belly Ranch**, hereinafter referred to as "Stable" and \_\_\_\_\_, hereinafter referred to as "Owner", "Boarder" and/or "Rider".

**CONDITIONS**

**1. FEES, TERM, AND LOCATION**

Owner acknowledges and accepts those terms set forth in the Rate Schedule applicable on the date above as issued by Stable, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to a finance charge of 10%. And shall be charged 10% per month until the full amount has been paid. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Stable's opinion, is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse within five (5) days of said notice and for all fees incurred during the horse's presence upon the premises. This contract shall be deemed terminated and concluded upon the payment of all fees.

**This agreement is a month to month term.** Rent is due in advance or on the 1st day of each and every month at the rental rate of \$\_\_\_\_\_ per month, beginning on \_\_\_\_\_(mo./day/yr.), made payable to **Pencil Belly Ranch** and mailed or personally delivered to 1671 Indian Valley Road, Novato, CA 94947. Rent will be considered late if not received by 5:00 pm on the 5th day of each month. A late fee of 10% on the unpaid portion of rent will be applied and deemed as additional rent. In the event said payment is not received by the 10th, an additional late fee of 25% on the unpaid portion of rent will be applied and deemed as additional rent. In the event the rent is still unpaid by the 15<sup>th</sup>, the Stable shall be entitled to exert a lien against the owner's horse(s), and personal property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against the owner's horse(s) and/or equipment for the amount due in accordance with the laws of the State of California. Owner understands that on the 15<sup>th</sup> day, the Stable has the right to lock and secure horse(s) stall and Owner's possessions until said payment is received.

Prior to boarding at the facility, Owner shall deposit a security deposit in the amount of one full months board at \$\_\_\_\_\_. Owner shall not use the security deposit to pay any month's rent. Stable may withhold from the security deposit only such amounts which are reasonably necessary to remedy any of Owner's defaults, including but not limited to: In the payment of past due rent, to repair damage to the stall or facility either by Owner's horse(s) or Owner, exclusive of ordinary wear & tear.

**2. DESCRIPTION OF HORSE(S) TO BE BOARDED**

Owner agrees to submit a fully completed Pencil Belly Ranch Boarding Information form for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

**3. HORSES WITH VICES**

- Horses that are known cribbers or are later found to be cribbing, will be required to wear a

cribbing collar and/or have hotwire placed on its stall.

- Horses that are tail chewers will be required to have hotwire placed on its stall
- Horses that are overly aggressive will be required to have hotwire placed on its stall

If owner refuses to follow above requirements within 5 days of notification by stable, the stable has the right to purchase and install materials required. Owner will then be charged a reasonable fee for cost of supplies and time of labor.

#### **4. FEED, FACILITIES, SERVICES, AND OWNER RESPONSIBILITIES**

Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animals. Owner acknowledges that owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are as posted in the Stable and are subject to change at Stable's discretion.

#### **5. RISK OF LOSS AND STANDARD OF CARE**

DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S).

The Owner fully understands that Stable does not carry any insurance on any horse(s) not owned by Stable for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner and that a certificate of insurance be furnished to Stable; the absence of such certificate shall result in an election of self-insurance by the boarder.

THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE. IN NO EVENT SHALL STABLE BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000), AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000). OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE STABLE WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

#### **6. HOLD HARMLESS**

Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by owner's horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

#### **7. EMERGENCY VET AND FERRIER CARE**

Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse(s) within a time period that the stables feels appropriate. All costs of such care incurred by Stable shall be reimbursed by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

**STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL**

## **CANDIDATES**

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

## **8. LIMITATION OF ACTIONS**

Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within six (6) months of the date such claim or loss occurs. It is a material inducement for Stable to accept Boarder's horse(s) that Boarder intends and agrees to this private limitation of actions.

## **9. SHOEING/TRIMMING AND WORMING**

Owner agrees to provide the necessary shoeing or trimming and worming of the horse(s) unless otherwise agreed upon as is reasonably necessary, at Owner's expense. Owner agrees to provide Stable with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event this is not accomplished and proof of such is not presented to Stable within thirty (30) days of requested information, Stable is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

## **10. VETERINARY RECORDS**

Before horse(s) arriving on the property, Owner must provide a veterinary record for the horse(s) to be in the custody of the Stable. This record must show that said horse(s) is/are up to date on all vaccines and other applicable veterinary care.

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

Stable has the legal right to terminate this agreement for any reason, at any time. That said, the parties agree that this Agreement may be changed or terminated upon thirty-(30) days notice, regardless of the rental period. **All notices must be issued in writing and given on the first of the month.** Boarders that leave without written and received notice will be assessed a full month's rent which shall be deducted from the security deposit. After amicable departure, deposit will be refunded within 20 days after vacated stall, paddock and tack shed are inspected (if applicable). The posting of updated rate schedules in Stable shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

## **12. RULES AND REGULATIONS**

The Owner agrees to abide by all the posted Rules & Regulations of the Stable (please request copy if it is not provided to you). In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s). Boarder is responsible for reading and keeping a current copy of Pencil Belly Ranch Rules & Regulations.

## **13. RIGHT OF LIEN/ FORCLOSURE**

The Owner is put on notice that Stable has a right of lien, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Stable exercises Stable's lien rights as above described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications and foreclosure. In the event 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 charge of \$250.00 will be assessed. Owner understands that to the extent of any law or regulation may

provide for rights and or duties other than those set forth in this section, the parties agree to waive such rights and duties and will agree that this section will control.

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

Owner may store certain tack, trailers and equipment on the premises of Stable at an additional charge to Owner. Stable shall not be responsible for the theft, loss, damage or disappearance of any tack, trailer(s), or equipment or other property stored at Stable, Owner understands that any items are stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Hooks, cabinets, and any items permanently attached to tack shed door, walls or shelving must remain so removal does not cause damage. Vehicles cannot be stored upon the premises and in the event that a vehicle is left unattended it will be subject to one hundred dollars (\$100) per day storage cost. Trailer storage is also available at an additional charge to owner. Trailers must be for the use of horse transportation, must have current registration and in operable condition.

**15. INHERENT RISKS AND ASSUMPTION OF RISK**

The undersigned Owner and all guests of Owner acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, animals, or other unidentifiable causes; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

**16. ENTIRE AGREEMENT**

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of California, and shall be enforced and interpreted in accordance with the laws of said State

**17. ENFORCEABILITY OF CONTRACT**

In the event one or more parts of this contract are found to be unenforceable or illegal, a court of competent jurisdiction may sever such provisions so that the other portions here of shall be deemed in full force and effect.

## RELEASE OF LIABILITY

The undersigned Owner and all guests of Owner acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, animals, or other unidentifiable causes; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

\_\_\_\_\_  
(Initials)

Rider (or Rider's parent or guardian) agree to hold harmless, indemnify and defend Stable against any and all claims, demands, causes or action, damages, judgments, orders, costs or expenses, including attorney's fees, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of 1671 Indian Valley Road, Novato, CA 94947 and the facilities located thereon.

\_\_\_\_\_  
(Initials)

In the event the Rider is using Rider's own horse, Rider warrants said horse shall be free from infection, contagious or transmittable diseases. Stable reserves the right to refuse service to or use of any horse upon the premises that does not appear to Stable to be in good health, or is deemed by Stable dangerous or undesirable. Rider/Owner will assume all costs associated due to infection, contagious or transmittable diseases and will not hold Stable liable.

\_\_\_\_\_  
(Initials)

As a material inducement for Stable to accept Rider and any equine, Stable requires that any action brought under this Agreement shall be brought within six (6) months of the incident of accident giving rise to said claim. Rider agrees that damages shall be limited to Two-Hundred Fifty Dollars (\$250.00) for property damage, medical or other actual expenses incurred, and a maximum of Ten-Thousand Dollars (\$10,000.00) for damages such as pain and suffering, or loss of life. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

\_\_\_\_\_  
(Initials)

I, for myself and/or on behalf of my child or legal ward, heirs, administrators, personal representatives or assigns, release and discharge Stable and their respective officers, directors, employees, agents, representatives, insurers, assigns, and others acting on their behalf, or and from all claims, demands, or causes of action, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of bodily injury or property damage that may be sustained, or property damage which may occur, as a result of not wearing an SEI Certified – ASTM Equestrian Helmet.

Boarder agrees that in the case of any potential legal action arising with STABLE mediation will act as a precondition to any arbitration. Furthermore, in the case of any potential legal action arising with Stable arbitration will act as a precondition to any litigation.

\_\_\_\_\_  
(Initials)

**PROTECTIVE EQUESTRIAN HEADGEAR AND RELEASE AGREEMENT WARNING**

I, for myself and/or on behalf of my child or legal ward, have been warned and advised by Stable and I do understand that not wearing protective headgear increases the risk of serious injury and/or death. If the rider and/or parent or guardian, if minor, refuses to wear protective headgear it is at his/her own risk.

\_\_\_\_\_  
(Initials)

**AUTHORIZATION TO OBTAIN MEDICAL TREATMENT FOR MINOR CHILD**

Stable is hereby authorized to obtain any and all medical treatment Stable deems reasonably necessary for my minor child/children. Parent/Guardian agrees to bear any and all cost connected therewith. Stable shall incur no financial liability for medical treatment obtained pursuant to this authorization.

**Name(s) of child(ren), dates of birth and dates of most recent tetanus shot:**

\_\_\_\_\_  
(Name of Child)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Tetanus Shot Date)

\_\_\_\_\_  
(Name of Child)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Tetanus Shot Date)

\_\_\_\_\_  
(Name of Child)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Tetanus Shot Date)

**Health insurance carrier for all riders, children and guests:**

Health Insurance Carrier: \_\_\_\_\_ Plan or ID Number \_\_\_\_\_

**AUTHORIZATION TO OBTAIN EMERGENCY VETERINARIAN AND/OR FARRIER TREATMENT**

Management is hereby authorized to obtain any and all emergency veterinary and/or farrier treatment Stable deems reasonably necessary for my horse. Owner agrees to bear any cost connected therewith and shall pay promptly upon billing by the veterinary care provider and/or farrier. Owner shall pay all costs of such care secured. Stable shall incur no financial responsibility or liability for veterinarian treatment or farrier services obtained pursuant to this authorization. Stable shall have a right to act on a reputable presumption that Owner desires surgical care if recommended by a registered veterinarian in the event of colic, or other life-threatening illness or situation, unless Stable is instructed herein that the horse is not a surgical candidate.

**PLEASE MARK ONE OF THE FOLLOWING:**

\_\_\_\_\_ Yes, my horse IS a surgical candidate, \_\_\_\_\_ No, my horse IS NOT a surgical candidate.

\_\_\_\_\_  
(Initials)

**AUTHORIZATION TO RELEASE HORSE FROM FACILITY**

Stable is hereby authorized to allow any and all person(s) listed below to remove horse(s) and/ or personal property of Owner. I, the Owner, hereby authorize and grant the below listed individuals the authority for removal of my horse(s) and/or personal property from the Stable Facilities and Grounds.

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Stable shall incur no financial or legal responsibility once horse(s) has been removed from the Stable Facilities or Grounds.

\_\_\_\_\_  
(Initials)

**ENTIRE AGREEMENT**

This Contract represents the entire agreement between the parties. No other agreements, promises, or representation, verbal or implied, are included herein unless specifically stated in written agreement. This Contract is made and entered into in the State of California, and shall be enforced and interpreted in accordance with the laws of said State.

ALL OWNER AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENTS FOR SUCH PARTIES MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT. BOTH SPOUSES MUST SIGN FOR THEMSELVES. I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

Signature of Owner (Authorized Agent): \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_ (Cell) \_\_\_\_\_

Signature of Spouse (Authorized Agent): \_\_\_\_\_

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

If Owner is a Minor:

Signature of Owner's Parent or Guardian: \_\_\_\_\_

Print Parent or Guardian's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_ (Cell) \_\_\_\_\_

Stable Representative (Authorized Agent): \_\_\_\_\_ Date: \_\_\_\_\_