



Moss Beach Ranch PO Box 24, Moss Beach, CA 94038  
650-728-0700

### BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2009 made by and between Moss Beach Ranch, hereinafter referred to as "STABLE", providing services as an independent contractor, located at 1862 Etheldore, Moss Beach, CA and (Owner's name) \_\_\_\_\_, residing at (Owner's address) \_\_\_\_\_, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

#### 1. FEES, TERMS AND LOCATION

In consideration of \$ \_\_\_\_\_ per horse per month paid by OWNER in advance on the First day of each month, STABLE agrees to board the herein described horse on a month to month basis commencing \_\_\_\_\_, 2009. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

Late Fees: Boarding fees paid between the sixth and tenth day of the current month due will be subject to a late fee of \$25.00. Fees received after the tenth will be subject to a late fee of \$50.00.

#### 2. DESCRIPTION OF HORSE

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

Age: \_\_\_\_\_ Color: \_\_\_\_\_

Registration/Tattoo: \_\_\_\_\_

Sex: \_\_\_\_\_ Breed: \_\_\_\_\_

### 3. VACCINATIONS

Upon arrival of horse to STABLE proof of current tetanus, West Nile Virus, Strangles, sleeping sickness, and influenza vaccinations is required. Proof of Tetanus and sleeping sickness vaccines are required once yearly and influenza twice yearly.

A negative current Coggins test is required for all horses arriving from out of state

### 5. RISK OF LOSS

During the time that the horse is in the custody of STABLE, STABLE shall *not* be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse, or for any other reason, for which the horse is in the possession of STABLE, *are to be borne by OWNER.*

### 6. HOLD HARMLESS

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

### 7. LIABILITY INSURANCE

OWNER warrants that he presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim (s) arising out of or relating to this AGREEMENT.

### 8. EMERGENCY CARE

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number (\_\_\_\_\_), should STABLE feel that medical treatment is needed for said horse, provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure

emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse . The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

## 9. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

The speed limit on the dirt road is 15 MPH. Boarders who ignore the 15 MPH speed limit will be warned once. A second warning will result in termination of board.

Riders must use trails, not the road, if at all possible.

Equestrian riding helmets must be worn by any rider under the age of 18. All riders riding Moss Beach Ranch owned horses must wear an equestrian riding helmet.

Riders using trails adjacent to Moss Beach Ranch must have a cell phone in their possession while riding. This phone is for emergency use only and is not intended for conversations other than emergencies while on horseback.

Use of trails and roads are for single rider horseback recreational riding only. The use of carts, wagons, carriages, or any other device harnessed to a horse is expressly forbidden.

No alcohol or drugs are allowed on the ranch.

Bareback riding is expressly forbidden by any rider under age 18. No rider may ride a horse at MBR with a halter and lead rope. Proper bridle and reins are required on any mounted horse.

Dogs are not allowed on the ranch or surrounding trails.

Smoking is permitted only in reasonable areas. No smoking is permitted in stalls, paddocks, or near the hay barn.

No free roaming horses.

Turn-out is limited to 20 minutes per boarder if others are waiting. Lessons take precedence over all uses of round pens or arenas.

Minors must have adult supervision at all times. Only the parents or legal guardians may sign a release for a minor visiting the ranch.

All prospective lease persons must be introduced to and approved by the ranch manager prior to entering into a lease agreement.

Boarders are responsible for their guests. Discuss the speed limits and rules of the ranch before inviting guests to visit.

Trailers can only be parked at Moss Beach Ranch with permission of STABLE. The fee for trailer parking is \$30 per month. OWNER agrees that any trailer parked on MBR premises is at their own risk. Damage to a parked trailer is the responsibility of OWNER.

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

#### 10. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 9 Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

#### 11. ASSIGNMENT

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

12. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

13. RIGHT OF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of California for any amount due for the board and keep of horse, and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse after two (2) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of California.

Executed at \_\_\_\_\_ on the date first set forth above.

By: \_\_\_\_\_  
Rich Allen, Owner & Operator, Moss Beach Ranch

By: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Day Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Veterinarian: \_\_\_\_\_

Farrier: \_\_\_\_\_

## Equine Activity Release and Hold Harmless Agreement

Name of person entered in horse and non-horse related activities:

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*Please Print*

1. I hereby enter at my own risk, and have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Moss Beach Ranch, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).
2. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, and or feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks I hereby release that Moss Beach Ranch, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with that Moss Beach Ranch from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by Moss Beach Ranch.
3. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.
4. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.
5. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's (s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spoked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

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*Signature*

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*Date*

### **Minors must have the following liability signed by their parents or legal guardians:**

We the undersigned parents/guardian of, for and in consideration of our child's participation in horse related activities at Moss Beach Ranch, state that we have read the waiver and release written above and we expressly agree that the terms and conditions of said waiver and release shall apply to and be binding upon us and our minor child insofar as it pertains to his or her participation and to any injury or damage said minor child may sustain or cause as a result of said participation in horse related activities.

I do declare under penalty of perjury that the foregoing is true.

Executed this \_\_\_\_\_ day of at (City) \_\_\_\_\_ State \_\_\_\_\_

Parent or Guardian Signature \_\_\_\_\_

Relationship to minor \_\_\_\_\_