

# THE HAGAN LAW FIRM

## A LAW CORPORATION

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### EQUINE BOARDING AGREEMENT

By Jennifer Hagan, Esq.  
March, 2001

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2001 by and between \_\_\_\_\_ (the "Stable"), and the Owner identified in Section 1 below (hereinafter referred to as the "Owner") for board and care of the horse described in Section 2 below, pursuant to the terms and conditions set forth herein and conditional upon timely payment of the applicable Standard Board Rate.

**APPLICABLE STANDARD BOARD RATE IS:** \$ \_\_\_\_\_, and must be paid pursuant to the conditions set forth below in Section 4.

**1.) Name, Address and Contact Number for Owner:**

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

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

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

Telephone No.: \_\_\_\_\_

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

Age of Owner: \_\_\_\_\_

Name and Person to Call in Case of Emergency: \_\_\_\_\_

## 2.) Name and Description of Owner's Horse:

Registered or Show Name: \_\_\_\_\_

Stable or Pet Name: \_\_\_\_\_

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

Gender: \_\_\_\_\_

Height: \_\_\_\_\_

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

Registration or Tattoo Number: \_\_\_\_\_

## 3.) Services Provided by the Stable:

Stable agrees to allow Owner to board Owner's Horse described above in Section 2 at the Stable, and Stable shall provide the following services in connection with Owner's privilege to Board at the Stable. Such services are included in the Standard Board Rate:

- Oat and/or Alfalfa to be fed twice daily. Any additional amounts shall be billed to the Owner at the Stable's cost. Fresh water will be provided at all times.
- Stall to be cleaned once daily and bedding provided as deemed necessary by the Stable. Owner may request additional bedding as needed, but must go through the Stable staff. Owners are free to pick and/or clean stalls, but must empty manure into manure carts which will be provided by the Stable and return all equipment to its proper place.
- Blankets will be put on the Horse at night and removed during the day as indicated by the prevailing weather. All blankets, a halter and lead rope with stud chain are to be provided by the Owner to the Stable in order for this service to be performed.

## 4.) Payment Terms:

Payment of the Standard Board Rate is due on the first day of each month in advance of the services being rendered, and if the Owner leave before the end of the month, it shall be *pro rated* and the balance returned. Owner acknowledges and understands that Owner's ability to keep the

Horse on at the Stable is a privilege and not a right. Owner agrees to timely make payment of the Standard Board Rate in advance without notice from the Stable. Failure to timely pay the Standard Board Rate may result in the revocation of Owner's ability to keep the Horse at the Stable.

Payment for ongoing and regular extra services is also due on the first day of the month, in advance. Fees for occasional extra services, and for services deemed necessary by the Stable due to the Owner's failure to provide required or adequate care of the Horse will be invoiced at the end of each month, and shall be paid by the Owner no later than 10 days after the date of the invoice. In the event that any payment is not received within 10 days of the date due, an administrative charge of \$40.00 will be added to the amount due, and interest will accrue on the entire balance from the date due at the rate of 10% per annum until paid in full. If Owner's check bounces Owner may be liable for up to three (3) times the amount of the check.

The Standard Board Rate set forth above is subject to change by the Stable on 30 days written notice to the Owner, and any new rates will be provided to the Owner on a separate schedule, incorporated by reference herein as the "Stable Fee Schedule." Written Notice may be accomplished by posting a new Stable Fee Schedule in the Stable and by hand delivery or mail to the Owner, or mailing to Owner directly by first class mail.

#### **5.) Insurance:**

The Stable highly recommends that Owner insures Owner's horse. If the Horse is insured, please provide the following information:

Insurance Company: \_\_\_\_\_

Phone Number for reporting  
injuries and claims: \_\_\_\_\_

Policy Number: \_\_\_\_\_

If the Horse is not insured, **please initial here:** \_\_\_\_\_

#### **6.) Status of Horse and Routine Health Care:**

The Owner warrants and represents that said Owner is the sole Owner of the Horse and that there is no lien or mortgage against the Horse, that all of the information stated herein is true and correct to the best of Owner's knowledge, and that the horse is in good health and condition, free from exposure to contagious or infectious diseases, other than those set forth immediately below. The Owner agrees to immediately notify the Stable in writing of any health problem, illnesses, accidents, or exposure to contagious or infectious diseases of which the Owner becomes aware

and which effect the Horse.

a) List any special medical conditions or requirements of the Horse:

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b) List any Regular vaccinations – The following vaccines are required at the listed frequencies for all horses on the Stable property:

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- The Stable requires Owner to vaccinate the Horse with 4-way and rhino vaccine three to four times per year. The owner must provide documentation by a licensed veterinarian that the Horse has had the required vaccines within the required time periods before the Horse may be unloaded at the Stable property. While the Horse is at the Stable, the Stable will arrange for a veterinarian to come to the Stable to provide the required vaccinations at the Owner's expense. Notice of scheduled veterinary visits will be posted at the Stable and notice will be mailed to Owner. Any owner not wishing to use the provider arranged by the Stable must provide proof of the required vaccinations at least one week in advance of the scheduled veterinary visit.
- c) Other Regular Care – It shall be the Owner's responsibility to arrange regular veterinary, dental and farrier care for the Horse, whether through the Stable or through providers of its choosing. The Owner may use health care providers of its choice, provided that they abide by the Stable Rules while on the premises, provide proof of insurance for themselves and for anyone accompanying them, and do not disrupt the other business activities of the Stable.

## **7.) Additional and Emergency Services:**

Additional services as listed in the Stable Fee Schedule may be arranged at the Owner's discretion. The Stable reserves the right to provide or secure additional services for the Horse if, in management's discretion, the Horse is seriously in need of such emergency services and the Owner cannot be reached, or the Owner, after request by management, fails to provide or secure such services for the Horse. The Stable shall first attempt to notify the Owner of any emergency situations as soon as reasonably practical. If the Stable is not able to reach the Owner, or the Owner does not give the Stable instructions regarding the immediate care for the Horse, the Stable will attempt to secure the services of the providers specified by the Owner to care for the Horse. Owner hereby agrees that in the event the Horse requires immediate and/or emergency care and the specified provider cannot be reached or is not available, the Stable has permission to

otherwise secure the care necessary to guard the welfare of the Horse. All financial responsibility for care provided to the Horse shall rest and remain solely with the Owner.

### **8.) Training and Instruction:**

The Owner may only arrange for the training of the Horse or riding instruction at the premises through the Stable. The Stable may also occasionally offer seminars, sessions with guest trainers or clinicians, in which the Owner may apply to participate. The Owner may not bring or invite any trainer or instructor to work with the Horse and/or the Owner at the premises without the prior express permission of the Stable.

At all times while Owner is receiving training and instruction at the Stables, Owner shall wear a protective riding helmet.

### **9.) Risk of Loss and Indemnity:**

The Owner hereby assumes and shall bear the entire risk of loss and damage of any kind and nature, whether or not caused by the active negligence of the Stable, to Owner, the Horse and/or any other property of the Owner, Stable or third party, while at the Stable, and to hold the Stable harmless for the same. Likewise, the Owner assumes the risk of any loss or damage to the person or property of others caused either by the Horse or the actions of the Owner or the Owner's guests while at the Stable, and agrees to indemnify and hold the Stable harmless against any claims resulting from the same, including but not limited to the costs of defending any resulting claims. The Stable shall have no liability or responsibility for the personal property of Owner, and said property is stored on the premises of the Stable at the sole risk of the Owner.

### **10.) Stable Rules and Etiquette:**

The Owner acknowledges that s/he has received a copy of the Stable Rules, that s/he has read and understands them, and agrees that s/he and any persons s/he brings to the Stable premises will conduct themselves in accordance with the Stable Rules. **Please initial here** \_\_\_\_\_.

### **11.) Expenses of Collection and Statutory Lien:**

The Owner understands and agrees that if any amount due under this agreement remains unpaid for more than thirty (30) days after the date due, the Stable may (a) immediately terminate this Agreement, (b) Owner shall have the obligation of immediately removing the Horse from the Stable, and (c) the Stable may take legal action to collect all amounts due. The Owner hereby agrees to reimburse the Stable for all expenses incurred in the collection of such amounts, including, but not limited to, attorney's fees and court costs.

The Owner understands that if amounts due for the care of the Horse are past due, the Stable has,

pursuant to California Civil Code Section 3080 et seq., Livestock Service Lien, a lien on the Horse for the amount of any balance due and outstanding to the Stable as well as any amounts the Stable has paid to secure services on the Horse's behalf. The Stable shall have the right, in accordance with the procedures set forth in the statute, to sell the Horse and apply the proceeds of the sale to the amount due to the Stable from the Owner. The owner hereby waives any requirements in the Statute for a public sale of the Horse, and consents to private sale of the Horse if the Stable is entitled by law to sell the Horse, and if, in the sole opinion and discretion of the Stable, private sale is likely to result in as high or higher price for the Horse. If any sale pursuant to this section does not result in a price sufficient to satisfy the Owner's obligation to the Stable, the Owner shall remain liable to the Stable for any remaining balance. If such a sale results in an amount exceeding the amount owed to the Stable by the Owner, any such excess shall be remitted to the Owner.

In the event the Owner fails to make payment in accordance with the provisions of this Agreement, neither accommodation made by the Stable, nor failure by the Stable to enforce its rights shall be deemed a waiver by the Stable of its right to enforce any provisions under this Agreement in the future.

## **12.) Notice and Construction:**

Any notice to the Stable required by this Agreement will be deemed given if delivered to \_\_\_\_\_ in hand, or mailed to the Stable at the address given in the first paragraph above. Any notice to the Owner, if of a general nature, shall be deemed given when posted in the Stable, and if to the Owner specifically, when delivered to the Owner's hand, or mailed first class postage prepaid, to the Owner's last known address. All terms of this Agreement shall be construed in accordance with the laws of the State of California and the courts of that state shall have exclusive jurisdiction over matters arising under this Agreement. This Agreement shall be legally binding upon Owner, Owner's parents or legal guardians, Owner's heirs, legatees, attorneys and trustees.

## **13.) Notice of Termination:**

This Agreement is at a month to month tenancy and may not be assumed by either party to create a Lease, or a right of entry onto real property, or a right to occupy real property. Either party may terminate this Agreement, for any reason or no reason at all, by giving the other party thirty days written notice thereof. The Stable reserves the right to withhold services from the Owner/Horse until the Standard Board rate and any and all amounts due and owing are paid in full. Failure by the Owner to pay all amounts due to the Stable shall entitle the Stable to retain possession of the Horse until all amounts are paid in full. This Agreement does not afford Owner/Horse any rights whatsoever except to those Services set forth in Section 3 upon the timely payment of the Standard Board rate.

## 14.)WARNING

CURRENTLY, IN THE STATE OF CALIFORNIA, THERE IS NO EQUINE LIMITED LIABILITY ACT. HOWEVER, HORSEBACK RIDING IS CLASSIFIED AS A "RUGGED ADVENTURE RECREATIONAL SPORTING ACTIVITY", AND THERE ARE OBVIOUS AND NON-OBVIOUS INHERENT RISKS ALWAYS PRESENT IN SUCH ACTIVITY DESPITE ALL SAFETY PRECAUTIONS. BY SIGNING THIS AGREEMENT, OWNER IS AGREEING THAT THE STABLE SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY, OR INJURY TO, OR THE DEATH OF THE OWNER AND/OR HORSE RESULTING FROM THE INHERENT RISKS OF EQUINE RELATED ACTIVITIES. HORSES ARE 5 TO 15 TIMES LARGER AND 20 TO 40 TIMES MORE POWERFUL, AND 3 TO 4 TIMES FASTER THAN A HUMAN. HORSEBACK RIDING IS THE ONLY SPORT WHERE A SMALLER, WEAKER PREDATOR ANIMAL (A HUMAN) TRIES TO CONTROL THE MOVEMENTS OF A LARGER, STRONGER PREY ANIMAL (THE HORSE), EACH HAVING A LIMITED UNDERSTANDING OF EACH OTHER. OWNER IS ASSUMING THE INHERENT RISKS OF PARTICIPATING IN THIS EQUINE RELATED ACTIVITY.

### DISCLAIMER

There are a number of inherent risks are associated with an Equine Related activity. A horse may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, falling, or butting. A horse may act unpredictably to conditions, including, but not limited to, a sudden movement; loud noise; an unfamiliar environment; or the introduction of unfamiliar persons, animals, or objects. A horse may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a person fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in activity with the horse, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

**I/WE, THE UNDERSIGNED, HAVE READ, AND DO UNDERSTAND THE TERMS OF THIS AGREEMENT, WARNINGS, ASSUMPTIONS OF RISK AND KNOWINGLY RELEASE AND WAIVE LIABILITY AGAINST THE STABLE. I/WE FURTHER ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE.**

**(Name of Owner) Name of Stable**

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

Signature of Owner Its: \_\_\_\_\_

## If Owner is a Minor then

## Signature of Owner's Parents or Legal Guardians

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*The model form is not intended as legal advice and should not be acted upon and is only offered as an example. If you have additional questions about this subject matter or would like to consult with an attorney, please call Jennifer J. Hagan at The Hagan Law Firm (650) 322-8498.*

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### DISCLAIMER

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Articles

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