

HORSE BOARDING CONTRACT

Shellar Corporation dba RANCHO EL CAMINO EQUESTRIAN CENTER

13998 Old El Camino Real, San Diego, CA Mail: PO. Box 676027 Rancho Santa Fe, CA 92067 **858 792-8466**

THIS CONTRACT is made on (Date) _____ between SHELLAR CORPORATION dba RANCHO EL CAMINO EQUESTRIAN CENTER, hereinafter referred to as "RANCHO EL CAMINO" and _____ hereinafter referred to as "OWNER".

RANCHO EL CAMINO and OWNER agree as follows:

1. DESCRIPTION OF HORSE, hereinafter referred to as "HORSE" Name _____ Breed _____ Color _____ Sex _____ Age _____

2. BOARDING AND BOARDING FEES. RANCHO EL CAMINO shall provide feed and stabling "Boarding" at Rancho El Camino Equestrian Center for HORSE. OWNER has paid RANCHO EL CAMINO \$_____ for Boarding from _____ 20 ____ through _____ 20____ receipt of which is acknowledged. OWNER shall pay RANCHO EL CAMINO Board, in advance, on the first day of each month thereafter until this Boarding Contract is terminated; and in the amount listed on the latest revision of the rate sheet for any stall occupied, currently \$ _____ per month. **Boarding Fees not paid by the seventh (7th) day of any month shall be subject to a \$50.00 late charge. In addition, any day after the 7th of the month if board remains unpaid RANCHO EL CAMINO may issue a 3 day pay or quit notice for boarder to pay or remove horse from premises.** Any services provided by RANCHO EL CAMINO beyond Boarding shall be paid for by OWNER in addition to the Boarding Fees set forth in this paragraph.

3. EMERGENCY CARE. OWNER agrees to notify RANCHO EL CAMINO of any and all changes of address, emergency telephone numbers, itineraries or other information reasonably necessary to contact OWNER in the event of an emergency. In the event OWNER will be unavailable for any reason, OWNER shall notify RANCHO EL CAMINO 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 HORSE.

RANCHO EL CAMINO agrees to attempt to contact OWNER or OWNER'S representative should RANCHO EL CAMINO feel that medical treatment is needed for HORSE, but if RANCHO EL CAMINO is unable to contact OWNER or OWNER'S representative, RANCHO EL CAMINO is authorized to secure general emergency, veterinary, and/or blacksmith care as required for the health and well-being of HORSE. RANCHO EL CAMINO is authorized to arrange direct billing of emergency care services to OWNER, but, if RANCHO EL CAMINO pays for any such emergency care services, OWNER will reimburse RANCHO EL CAMINO within five (5) days of notice of the amount of such payment.

RANCHO EL CAMINO SHALL ASSUME THAT IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN. OWNER'S INITIALS AT THE END OF THIS PARAGRAPH, WILL INSTRUCT RANCHO EL CAMINO THAT **HORSE IS NOT** A SURGICAL CANDIDATE. _____

4. OWNER'S OBLIGATIONS TO HORSE. Grooming, exercising, blacksmith and veterinary care are the responsibility of OWNER. HORSE must be current on all inoculations and worming at the time it is delivered to RANCHO EL CAMINO and OWNER agrees to have HORSE wormed and vaccinated on RANCHO EL CAMINO'S regular schedule. In the event same is not accomplished and/or HORSE is not exercised on a regular basis, RANCHO EL CAMINO is authorized but not obligated to arrange for such treatment or service; and the expense for same shall be the obligation of OWNER.

5. HOLD HARMLESS. **BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE.** OWNER will indemnify and hold harmless RANCHO EL CAMINO and its employees and agents from any claim, liability, loss or expense (including reasonable counsel fees) arising out of damage or injury to others caused by OWNER or HORSE and will defend RANCHO EL CAMINO against any such claims. Further OWNER does hereby acknowledge that this release will extend to any and all injuries that might be sustained by OWNER, including accidents, damages, or claims for injuries sustained as a result of, or arising out of OWNER'S participation in any activity, whether such injury or damage occurs at RANCHO EL CAMINO, at horse shows or other related events, or while HORSE is being hauled between such places. This release extends to all claims of every kind and nature whatsoever whether known or unknown and OWNER expressly waives any benefits OWNER may have under Section 1542 of the California Civil Code relating to the release of unknown claims. **I HAVE READ THIS PARAGRAPH. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.** _____ (Initial)

6. OWNER'S OBLIGATIONS TO RANCHO EL CAMINO. OWNER will promptly reimburse RANCHO EL CAMINO for any damage to RANCHO EL CAMINO property caused by OWNER or HORSE.

7. RISK OF LOSS. THIS PARAGRAPH LIMITS RANCHO EL CAMINO'S LIABILITY. READ IT CAREFULLY. RANCHO EL CAMINO shall not be liable for any sickness, disease, injury, loss, theft or death of HORSE or loss or damage of horse-related personal property of OWNER as same is stored at OWNER's risk. OWNER fully understands that RANCHO EL CAMINO does not carry any insurance covering HORSE for public liability, accidental injury, theft or equine mortality and that all risks connected with Boarding or for any other reason for which HORSE is in the possession of, and on the premises of RANCHO EL CAMINO are to be borne by OWNER. **RANCHO EL CAMINO strongly recommends OWNER obtain equine health and mortality insurance on HORSE.**

The standard of care applicable to RANCHO EL CAMINO Is that of ordinary care of a prudent horse owner and not as a compensated bailee.

In no event shall RANCHO EL CAMINO be liable to OWNER for equine death or injury in an amount in excess of five thousand dollars (\$5,000) per animal. OWNER agrees to obtain equine insurance for any animal 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). Failure to obtain insurance shall be at OWNER'S risk.

8. LIMITATION OF ACTIONS. Any action or claims brought against RANCHO EL CAMINO for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

9. SECURITY INTEREST. THIS PARAGRAPH PROTECTS RANCHO EL CAMINO IF BOARDING FEES OR OTHER SERVICES FEES ARE NOT PAID, READ IT CAREFULLY. OWNER is given notice that RANCHO EL CAMINO has a right of lien and a security interest in HORSE and in horse-related personal property of OWNER on the premises of RANCHO EL CAMINO ("Collateral") as set forth in the laws of the State Of California for the amount due for Board and any other unpaid fees for services provided by RANCHO EL CAMINO for the benefit of HORSE or OWNER, including fees for training, breeding, showing, emergency care, veterinary, blacksmith care and the like ("Other Services Fees"). If Boarding Fees or Other Services Fees become delinquent more than ten (10) days, RANCHO EL CAMINO shall have the right, without process of law, to retain said HORSE and other property until the amount of said indebtedness is discharged. However, RANCHO EL CAMINO will not be obligated to retain and/or maintain HORSE in the event the amount of the bill exceeds the anticipated unregistered value of HORSE. In the event RANCHO EL CAMINO exercises Stableman's Lien rights as above-described for nonpayment, this Agreement shall constitute a **Bill of Sale** and authorization to process transfer application for any breed registration as may be applicable to HORSE upon affidavit by RANCHO EL CAMINO'S representatives setting forth the material facts of the default and foreclosure as well as RANCHO EL CAMINO'S compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, OWNER agrees to pay all attorney's fees, costs and other related expenses, for which a minimum of \$1,000.00 will be assessed.

10. CHANGES TO THIS AGREEMENT. It is agreed by the Parties that any portion of this agreement, including Boarding Rates, may be changed by RANCHO EL CAMINO upon seven (7) days notice. All notices must be issued by email unless otherwise agreed upon by the Parties. The receipt of updated rate schedules or rules and regulations shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by RANCHO EL CAMINO.

11. TERMINATION OF AGREEMENT. **OWNER or RANCHO EL CAMINO may terminate this Boarding Contract without cause on thirty (30) days written notice.** All Boarding Fees and Other Services Fees shall be paid before HORSE is removed from Rancho El Camino Equestrian or within 5 days of notice of any outstanding Fees.

12. RULES AND REGULATIONS. OWNER agrees to abide by all the "Rules and Regulations" of RANCHO EL CAMINO and acknowledges receipt of printed copy of same.

X _____
Signature of Owner

_____ X _____
Date Rancho El Camino

Address

City, State, Zip

Vet

PHONE - Home or Cell

Emergency

EMAIL