

HORSE BOARDING AGREEMENT

IN CONSIDERATION OF TF EQUESTRIAN CENTER, LLC dba POWAY EQUESTRIAN CENTER (“PEC”) BOARDING THE HORSE(S) THAT IS/ARE LEGALLY UNDER MY CARE, CUSTODY, AND/OR OWNERSHIP, I, _____ (“HORSE OWNER”), HAVING READ AND UNDERSTOOD THE FOLLOWING TERMS AND CONDITIONS, **HEREBY AGREE TO:**

I. Fees, Term and Location.

Owner acknowledges and accepts the terms and rates set forth below, whether said terms and rates are daily, weekly or monthly. A ONE (1) month stall fee shall be collected as a security deposit before or upon arrival. If necessary, the security deposit may be used to offset any damages caused by Owner’s horse and/or non-compliance with the “Thirty (30) Day Notice” clause (Page 4) of this Agreement. Owner shall not use the security deposit to pay any month’s rent. PEC 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, the payment of past due rent, to repair damage to the stall or facility either by Owner’s horse or Owner, exclusive of ordinary wear and tear. If necessary, the security deposit may be used to offset non-compliance with the “Thirty (30) Day Notice” clause of this contract.

Initial: _____

A. Rate Schedule (“Boarding Rent & Feed”):

1. The pricing structure for all stalls is billed as “base board”. Forage is billed separately. No shavings are offered. An itemized amount for the forage your horse receives will adjust either up or down should you choose to change the amount of feed or type of feed and/or there is a price change per load of hay based on current market value. The forage will be based on our wholesale cost plus tax. In the event this occurs an adjustment will be made in the next billing cycle. **All horses must be fed at least 2 flakes of forage per day unless otherwise advised by a Veterinarian due to medical/metabolic issues in which case a veterinarian report is to be submitted to PEC for your file; or the horse is a pony which requires less feed (at least 1 flake per day is required); and/or forage is replaced by pelletized feed.**

HORSE NAME: _____

STALL NO: _____ STALL SIZE: _____ \$ _____

FEED: _____ Flake(s) Bermuda@ _____ (Cost per Flake) \$ _____

_____ Flake(s) Alfalfa @ _____ (Cost per Flake) \$ _____

_____ Flake(s) Orchard @ _____ (Cost per Flake) \$ _____

HORSE NAME: _____

STALL NO: _____ STALL SIZE: _____ \$ _____

FEED: _____ Flake(s) Bermuda@ _____ (Cost per Flake) \$ _____

_____ Flake(s) Alfalfa @ _____ (Cost per Flake) \$ _____

_____ Flake(s) Orchard @ _____ (Cost per Flake) \$ _____

HORSE NAME: _____

STALL NO: _____ STALL SIZE: _____ \$ _____

FEED: _____ Flake(s) Bermuda@ _____ (Cost per Flake) \$ _____

_____ Flake(s) Alfalfa @ _____ (Cost per Flake) \$ _____

_____ Flake(s) Orchard @ _____ (Cost per Flake) \$ _____

2. PEC will offer "Half Tack Sheds" at no cost, based on a "first come, first serve" basis. In the event you prefer a full tack shed you will be charged for the second half of the Shed.

There will be a surcharge for any electrical appliances used which **are not** contractual i.e. individual fans, refrigerators and/or freezers, etc., except for those appliances needed in an emergency or for use by a veterinarian for procedures needed.

ADDITIONAL SERVICES:

Multi-Horse Discount	\$	<	>	_____
Shed No: _____ ½ Tack Shed or Full Tack Shed@ \$_____ per month	\$	_____		_____
Shed No: _____ ½ Tack Shed or Full Tack Shed@ \$_____ per month	\$	_____		_____
Supplement Service @ \$35.00 per month x _____ (#of horses)	\$	_____		_____
Additional Stall Cleaning @ \$150.00 per month x _____ (months)	\$	_____		_____
Trailer Parking (Space No. _) @\$_____per month x _____ (# of spaces)	\$	_____		_____
Individual Appliances (Fans, Refrigerators, Freezers etc.	\$	_____		_____

TOTAL \$ _____

This agreement is a month to month term. Rent is due in advance or on the 1st day of each and every month, beginning on _____, made payable to Poway Equestrian Center and mailed to **Poway Equestrian Center 13446 Poway Road, PMB #301, Poway, CA 92064** or personally delivered to 14875 Mina de Oro, Poway CA 92064. Rent will be considered late if not received by 5:00 p.m. on the 5th day of each month.

In the event said payment is not received by the 10th of the month, PEC shall be entitled to exert a lien against said horse, 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 said horse and/or equipment for the amount due in accordance with the laws of the State of California. Owner understands that on the 10th day, PEC has the right to lock and secure horse(s) stall and Owner's possessions until said payment is received.

Initial: _____

II. Horses with Vices.

Horses that "crib" or are later found to be cribbing must wear a cribbing collar or muzzle at all times while in their stall or corral. Horses that are overly aggressive, kickers or are tail chewers will be required to have hotwire placed on it's stall. If owner refuses to follow above requirements within five (5) days of notification by PEC, PEC has the right to purchase and install materials required. Owner will then be charged a reasonable fee for cost of supplies and labor.

Initial: _____

III. Feed, Facilities, Services and Owner Responsibilities.

PEC agrees to provide feed according to **Section 1. Fees, Term and Location Rate Schedule ("Boarding Rent & Feed")** for boarded horse(s) and accommodate said horse(s) in a box stall or pipe corral, as referenced in the **"Boarding Options and Rates"** document provided to Owner. The Owner of the horse(s) hereby acknowledges that he/she has become

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familiar with the PEC facilities. The standard services to be provided herein and the charges therefore are as posted in the "Boarding Options and Rates" sheet and are subject to change at PEC's discretion.

Initial: _____

Owners are required to exercise, walk and/or turnout horse(s) at a minimum of two (2) times per week. In the event owner is not available for exercising his/her horse, owners will be required to make arrangements for horse(s) to be exercised and/or turned out. If horse is kept in the pasture or a paddock this is not required. PEC has the right and may charge you for services rendered if horse(s) are not properly exercised.

Initial: _____

IV. Risk of Loss and Standard of Care.

For the duration that the horse(s) is/are in custody of PEC, PEC assumes no liability whatsoever for any sickness, disease, theft, death or injury which may be suffered by the horse(s) or any other cause of action arising out of, or being connected in any way with the boarding of said horse(s). Furthermore, PEC assumes no liability for loss or damage to tack, equipment, trailers, and/or personal belongings. By signing this Boarding Contract, owner understands that PEC does not carry any insurance on any horse(s), not owned by PEC, for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding and/or for any other reason which the horse(s), in the possession of and/or on the premises of PEC, are to be borne by the owner. Therefore, as Owner has the financial interest in these items and/or horse, PEC strongly recommends Owner secure the proper insurance as it pertains to property, in addition to equine mortality insurance applicable to the subject horse(s) to protect Owner's financial interest. A certificate of insurance of said policies are to be furnished to PEC. Owner acknowledges that the standard of care applicable to PEC is that of ordinary care of a prudent horse owner.

Initial: _____

V. Release of Liability.

Owner understands and agrees that horseback riding, the training of horses, and equestrian activities and events are inherently dangerous activities, as that term is used in California law, i.e. "Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss or damage to person or property resulting from the risk of equine activities." Owner agrees to assume all responsibility and risk for himself, his employee's, his agents and his guests for all activities upon PEC premises, unless PEC is found to have been negligent or engaged in an intentional act. Owner agrees to assume responsibility for the signing of the Release Form Liability Agreement (Exhibit 1) by each and every employee, agent, and guest, as well as himself/herself, thus Owner will not allow any person of any capacity to use PEC premises prior to signing a Release of Liability Agreement in favor of PEC.

Initial: _____

VI. Trainers Insurance.

Owner will cause any person who is instructing Owner, his/her agents, employees, or guests in any manner to supply PEC with verification of insurance coverage for such activities that meet the approval of PEC. The above mentioned

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verification of insurance is to include TF Equestrian, LLC as an additional insured entity and be submitted to PEC prior to said person(s) being allowed to utilize PEC premises and facility.

Initial: _____

VII. Hold Harmless.

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

Initial: _____

VIII. Emergency Vet and Ferrier Care.

If Owner's horse(s) becomes ill and/or injured, PEC will attempt to notify Owner at the telephone number(s) listed on the Emergency Information Sheet. If Owner, and/or the emergency contact person(s) as listed on the Emergency Information Sheet, cannot be reached, or if the horse's health requires immediate action, PEC shall have the right to use its best judgment, keeping within the normal standards of the equine industry, regarding measures to be taken for the health and welfare of the horse(s). Any fees incurred, medical or otherwise, shall be the responsibility of Owner and PEC shall have no liability therein. PEC shall assume that owner desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless PEC is instructed herein or on Owner's information sheet that the horse(s) is/are not surgical candidates. Owner agrees to notify PEC of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonable necessary to contact owner in the event of an emergence. When and if owner departs for vacation or is otherwise unavailable, owner shall notify PEC of Owner's absence and provide PEC with the name, address and telephone number of the authorized person to make decisions in the Owner's place with regard to the health, well-being and/or medical treatment of the horse(s).

Initial: _____

IX. Limitation of Actions.

Any action or claim brought by Owner against PEC 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. It is a material inducement for PEC to accept Owner's horse(s) that Owner intends and agrees to this private limitation of actions.

Initial: _____

X. Shoeing/Trimming and Worming.

Owner agrees to make any and all arrangements to take responsible care and safeguarding the health of his/her horse(s) to include keeping vaccinations and de-worming current, as well as keeping within normal standards in the equine industry for shoeing and/or hoof trimming. Therefore, Owner hereby 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 PEC 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 PEC within thirty (30) days of requested information, PEC is authorized to arrange for such treatment, but

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not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by PEC 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.

Initial: _____

XI. Changes or Termination of this Agreement.

PEC may terminate this Agreement at any time by giving thirty (30) day written notice to Owner at his/her address as provided on the Emergency Information Sheet. This Agreement may be terminated by PEC upon giving such notice due to non-payment of Boarding Rent, violations of any of the terms or provisions of this Agreement and/or violations to the Rules and Regulations of PEC. PEC may remove any Property of Owner remaining upon the premises of PEC after the effective date of such termination of this Agreement and move said property to a public warehouse, any place of storage, stable, and/or any dumping ground, at Owner's risk and expense. PEC will not incur any expense, responsibility and/or liability for loss and/or damage.

Initial: _____

XII. Rules and Regulations.

Owner will comply with, and cause his/her employees, agents, and guests, to comply with all the rules and regulations adopted by PEC in connection with the use and operation of premises and with all supplements and amendments thereof which PEC may hereafter adopt. Any violation by Owner and/or his/her employees, agents, or guest of any such rule or regulation, shall constitute a breach of this Agreement. Signing of this contract shall acknowledge receipt of a copy of Rules and Regulations (Exhibit 2) adopted by PEC. To the extent the Rules and Regulations are changed at any time, copies of the changes will be mailed to Owner at the address provided on the Emergency Information Sheet.

Initial: _____

XIII. Right of Lien/Foreclosure.

The Owner is put on notice that PEC has a right of lien, for the amount due for the board and up-keep of such horse(s), and 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, PEC 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 PEC exercises PEC's lien rights as above-described for non-payment, this signed Agreement shall constitute a Bill of Sale and Authorization to process transfer applications and foreclosure. In the event collection of the 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 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.

Initial: _____

XIV. Property in Storage on PEC's Premises.

Owner may store certain tack and equipment on the premises of PEC in assigned Tack Rooms. PEC shall not be responsible for the theft, loss, damage or disappearance of any tack, trailer(s), or equipment or other property stored at PEC. Owner understands any items are stored at Owner's risk. Vehicles cannot be stored upon the premises and in the
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event that a vehicle is left unattended it will be subject to a one hundred dollar (\$100) per day storage cost. Trailer parking is available at an additional charge to Owner. Trailers must be for the use of horse transportation, must have current registration and in operable condition.

Initial: _____

XV. 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 or other animals; 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.

Initial: _____

XVI. Entire Agreement.

This Agreement is to be governed by and construed under the laws of the State of California. It may be executed in counterparts, each of which shall be deemed to be an original instrument.

Initial: _____

XVII. 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 hereof shall be deemed in full force and effect.

Initial: _____

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THIS AGREEMENT IS SUBJECT TO TERMINATION UPON THE GIVING OF THIRTY (30) DAYS PRIOR NOTICE TO THE MANAGEMENT. FOLLOWING RECEIPT OF SUCH THIRTY (30) DAYS NOTICE, IF IT SHOULD BE MUTUALLY AGREEABLE BETWEEN HORSE OWNER AND MANAGEMENT TO DECREASE OR EXTEND THE TERMINATION DATE FOR ANY FRACTIONAL PART OF THE MONTH, THEN CHARGES SHALL BE PRO-RATED TO THE FIRST OF THE SUCCEEDING MONTH. HOWEVER, FAILURE TO GIVE THIRTY (30) DAYS WRITTEN NOTICE BY HORSE OWNER SHALL MAKE HORSE OWNER LIABLE FOR FULL MONTHLY CHARGES FOR THE SUCCEEDING MONTH. SIGNATURE OF THIS CONTRACT SHALL VALIDATE HORSE OWNER'S AGREEMENT TO THESE CHARGES.

OWNER: _____ DATE _____
(Signature)

OWNER: _____
(Print)

POWAY EQUESTRIAN CENTER:

_____ DATE _____
(MANAGER'S/AGENT'S SIGNATURE)

EXHIBIT 1

RELEASE FROM LIABILITY

This RELEASE FROM LIABILITY is made and entered into by and between VISITOR/RIDER, Name (Print Clearly) _____, and TF EQUESTRIAN CENTER LLC dba POWAY EQUESTRIAN CENTER, and if VISITOR/RIDER is a minor, Name (Print Clearly) _____ as parent or guardian. In return for the use today, and on all future days, of property, facilities, and services, the VISITOR/RIDER, his/her assignees, and legal representative, hereby expressly agree to the following:

1. Visitor/Rider is responsible for full and complete insurance coverage on his/her horse, personal property, and him/herself.

Initial: _____

2. Visitor/Rider understands there are inherent risks and dangers in and around equine activities, including, though not limited to lessons, and there is risk of injury and damage to them personally, to their horse(s) and to their belongings. Knowing these facts, Visitor/Rider nevertheless, in consideration of the acceptance of this contract hereby on behalf of myself, my heirs, executors, and administrators waive, release, discharge, and hold harmless TF Equestrian Center LLC dba Poway Equestrian Center, its Owners, Board of Directors, and Officers, unless such injury or damage is directly caused by TF Equestrian Center, LLC dba Poway Equestrian Center, its Owners, Member-Owners, Board of Directors or Officers.

Initial: _____

3. Visitor/Rider acknowledges that there are risks involved in or arising from Visitor's/Rider's use of and/or presence upon Poway Equestrian Center Property, located at 14875 Mina De Oro, Poway, CA 92064, and facilities including, without limitation, but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire, the unavailability of emergency assistance, and/or the negligence and/or deliberate neglect of any person(s).

Initial: _____

4. Visitor/Rider agrees to hold harmless and release Owner/Management and/or all successors, assignees, affiliates, officers, directors, employees, and agents from any and all liability in connection with, any claims, causes of action, injuries, damages, cost or expenses arising out of Visitor's/Rider's use and/or presence upon Poway Equestrian Center property and/or facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, unless such claims, causes of action, injuries, damages, costs or expenses are directly caused by Owner/ Management, all successors, assignees, affiliates, officers, directors, employees, and agents.

Initial: _____

5. Visitor/Rider agrees to abide by any and all Poway Equestrian Center rules and regulations, and Rider specifically is responsible for using protective gear, i.e. helmet and riding boots.

Initial: _____

6. Poway Equestrian Center reserves the right to dismiss any person(s) and/or animal(s), from said property if the Owner/Management determines the person(s)/animal(s) are deemed dangerous, unfit, neglected and/or for any other reasons not otherwise mentioned.

Initial: _____

7. This contract is non-assignable/non-transferable/non-negotiable and shall be enforced and interpreted under the laws of the State of California. When Visitor/Rider (and Visitor's/Rider's parent or guardian, if such is a minor) signs this contract it will be binding and subject to the above-stated terms and conditions.

Initial: _____

I HAVE READ AND FULLY UNDERSTAND THE CONTENTS OF THIS RELEASE OF LIABILITY CONTRACT.

Visitor/Rider: _____ Date: _____
(Signature)

Visitor/Rider: _____
(Print)

Parent/Guardian: _____ Phone: _____
(Signature)

Parent/Guardian: _____
(Print)

Friend of: _____

EXHIBIT 2

RULES AND REGULATIONS

1. The horse owner understands that the stable area is, at all times, to remain suitable for the family and guests of all borders. Belligerent, malicious, defamatory, lewd, vulgar, profane, or otherwise objectionable conduct will not be tolerated. The horse owner hereby covenants that his/her conduct will, at all times, be dignified and civil, and hereby authorizes his/her immediate and permanent expulsion from PEC property, in the opinion of the management; should he/she breach this covenant.

Initial: _____

2. Boarders are responsible for their guests at all times. It is the responsibility of all borders to ensure that their guests are informed of, and abide by, rules and regulations as set by PEC Management. A Release From Liability Form is to be signed by ALL guests, regardless of whether or not they intend to participate in any form of activity connected with horses. Please be sure to have your guest sign a Release From Liability Form immediately upon arrival. Any person(s) that visits PEC, in any capacity, must have a Release From Liability Form on file with PEC Management. Children under the age of fifteen (15) years are to be accompanied by an adult AT ALL TIMES WHILE ON PEC PROPERTY.

Initial: _____

3. All horses are to be kept current with vaccinations and de-worming. PEC Management reserves the right to request this documentation at any time no matter the duration of the stay at the property. PEC has the right to authorize care as deemed necessary for any horse, keeping within the guidelines that are standard in the equine industry should the owner fail to do so. The horse owner shall be financially responsible for any and all care administered by the attending veterinarian and/or Ferrier.

Initial: _____

4. Notify PEC Management immediately of any sick or injured horse(s). If an injury should occur to any person(s) while at PEC, notify Management at the earliest possible opportunity.

Initial: _____

5. Notify PEC Management should you have any problems or wish to make any changes with your horse(s) stall, feed, or facility equipment. DO NOT interfere with PEC non-managerial employees, as they do not have the authority to make any changes.

Initial: _____

6. Barn aisles are to be kept free and clear of personal equipment. Manure and soiled shavings are to be put back in muck buckets as opposed to garbage cans. Any equipment (rakes, brooms, buckets, shovels, etc.) shall be returned to the spot where they were originally located.

Initial: _____

7. Border is responsible for picking up their horse's manure in ANY of the arenas, round pens, and/or turnout spaces.

Initial: _____

8. Border is responsible for cleaning up after themselves, their horse(s), students, and guests. This is to include, but not limited to, any feed, manure, or horsehair. Hoses are to be placed and wound up neatly. Borders are also responsible for cleaning up debris from Veterinarians or Farriers, as well as personal belongings.

Initial: _____

9. For the safety of all, the speed limit while on PEC Property is not more than 10 mph. There are times it would be wise to go slower... It is the safety of your family members and/or animals that could be at stake.

Initial: _____

10. When entering PEC you should stay on the ONE WAY main aisle around the property.

Initial: _____

11. Dogs are allowed on PEC with prior Management approval. They may **NOT** be let off leash at any time or left unattended on property without owner presence.

Initial: _____

12. Lessons are restricted to insured instructors that have received prior approval from PEC Management. When a lesson is in progress, right-of-way is given to the students. Instructors should contact PEC Management for the insurance guidelines, arena scheduling and Haul-In-Fee schedule.

Initial: _____

13. ARENAS:

Any arena use other than turnout must be shared use.

1. All arenas are riding arenas, but only the 2 round pens and upper arena may be used for turn-out (defined as letting a horse run freely for exercise). Turn-out is not allowed in the lower arena.
2. Turn-out in the round pens are limited to 15 minutes ONLY when another person is waiting to ride, turn-out, or use the arena. The time limit of the small round pens will be 55 minutes if having a lesson by an approved trainer and scheduling of lessons was approved by barn operation staff.
3. Owners **MUST** be in attendance during turn-out; the exception being owners of multiple horses making more than one trip for their horses' turn-out.
4. Shut the gates (or otherwise secure them) on the arenas and round pens when entering or leaving.

Initial: _____

14. Horses that "crib" must wear a cribbing collar or muzzle at all times while in their stall or corral.

Initial: _____

15. Horses are to be tied to stall rings, cross ties, or hitching rails. They **ARE NOT** to be tied to pipe railing on the corrals or arenas.

Initial: _____

PEC MANAGEMENT RESERVES THE RIGHT TO AMEND AND/OR UPHOLD THESE RULES AS DEEMED NECESSARY. FAILURE TO FOLLOW THESE RULES AND REGULATIONS COULD POSSIBLY RESULT IN IMMEDIATE EXPULSION FROM POWAY EQUESTRIAN CENTER.

Initial: _____