

Shelburne Farms

1812 W Potrero Road
Thousand Oaks CA 91361
(805) 405-6351 Harvey Kallen

Boarding Agreement

This boarding agreement is made between Shelburne Farms (referred to as "Stable"), located at 1812 W Potrero Road Thousand Oaks, CA 91361, and _____ Owner of the horse described in Section 2.

1. Fees

a. In consideration of \$_____ per month paid by owner, in advance, on the first day of each month and a security deposit of the same amount, the Stable agrees to board said Horse beginning_____.
Stable to provide feeding of timothy or alfalfa three times a day (up to 6 flakes) and stall cleaning twice day with shavings included as needed per horse.

All feeding supplements other than timothy are the responsibility of the owner. Stable personnel will only undertake such feeding if specified as an option.

2. Description of the Horse

Name: _____ Height: _____

Age: _____ Reg./Tattoo#: _____

Color: _____ Markings: _____

Breed: _____

Other Distinctive Features: _____

Sex: _____

3. Turn-Out

If no options are chosen, the Owner will be expressly responsible for all exercise and it is understood that the horse will not be turned out.

4. Standard of Care

All care is provided by Owner. Owner to provide health records of the horse for a 12

month period prior to boarding at Stable. No horse will be accepted without proof of vaccinations and veterinary history.

5. ***Risk of Loss***

While horse is boarded at Stable, Stable shall not be liable for any sickness, disease, theft, death or injury suffered by the horse or any other cause of action arising from or assumed by the owner. The Owner agrees to hold Stable harmless from any loss or injury to said horse. All costs, no matter how catastrophic, connected with boarding are borne by owner.

6. ***Indemnity***

Owner agrees to hold Stable harmless from any and all claims, losses and damages caused by said horse and agrees to pay legal fees incurred by Stable in defense of a claim resulting from damage by said horse.

7. ***Emergency Care***

If medical treatment is needed, Stable shall attempt calling Owner but, in the event Owner cannot be contacted, Stable has the authority to secure emergency care. Stable is authorized as Owner's agent to arrange billing to the Owner, who is responsible to pay all costs relating to this care.

8. ***Ownership***

Owner warrants that he owns the horse and will provide, prior to the time of delivery, proof of Ownership (bill of sale, registration or other).

9. **Termination**

a. Either party may terminate this agreement. Owner agrees to give Stable **30 days'** **notice** to terminate and Stable agrees to give 60 days.

b. Continuing usage of the facility is contingent upon compliance by owner of all rules and regulations.

10. ***Non-Assignability***

The owner cannot assign this agreement unless Stable agrees in writing.

11. ***Right of Lien***

Stable has the right of lien as set forth in the law of the State of California for the amount due for board and any additional agreed upon services and shall have the right, without process of law to retain said horse until the indebtedness is satisfactorily paid in full.

12. ***Governing Law***

This agreement is subject to the laws of the State of California. This agreement embodies the entire agreement between the parties in connection with this transaction and there are no oral or parole agreements, representations, or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby; this agreement may not be modified except by a written agreement signed by all the parties.

No written waiver by any party at any time of any breach of any provision of this agreement shall be deemed a waiver of a breach of any other provision herein or a consent to any subsequent breach of the same or any other provision.

If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

In the event a dispute arises out of this agreement, such dispute shall be settled by arbitration held in Ventura, California, by the American Arbitration Association, pursuant to the rules of the American Arbitration Association then in effect.

This agreement shall be binding upon and inure to the benefit of the personal and legal representatives, successors and assigns of the parties and also upon the executors and administrators of any individuals executing this agreement, subject however, to any restrictions on assignments contained herein.

If, for any reason, any portion of this agreement shall be declared unenforceable or invalid, then such portions shall be deemed to be severable from this agreement and shall not affect the remainder thereof.

This agreement contains four (4) consecutively numbered pages, each page of which has been read and reviewed by all the parties hereto.

Stable

Owner of the Horses(s)

Signature

Signature

By: Harvey Kallen

By:

Address: 1812 W Potrero Road
Thousand Oaks CA 91361

Address:

Telephone: (805) 405-6351 Harvey Kallen

Please make 1 check or zelle to Shelburne Farms for \$650 or \$800 depending on stall size

for the stall fee zelle to 805-405-6351

**Please make 1 check or zelle to Haleh Nikooee for \$750 for feed, shavings and cleaning zelle
to 310-755-9590**