



MZ EQUESTRIAN
2024 EQUINE BOARDING AGREEMENT

For good and valuable consideration receipt of which is hereby acknowledged, MZ Equestrian, LLC, on behalf of Glenview Vista, LLC (collectively referred to herein as “MZ EQUESTRIAN”), located at **2260 Glenview Lane, Vista, CA 92084** (“Premises”) and _____ (“Owner”) enter into this Boarding Agreement (“Agreement”) on this day _____ for the purpose of boarding horse(s), subject to the following terms and conditions:

TERMS AND CONDITIONS

1. **Consideration:** By signing this Agreement, Owner acknowledges and accepts board fees and other terms set forth in the attached Exhibit B Boarding Rate Sheet in exchange for their Horse(s) occupancy on premises as fully described in Exhibit A Horse Information. MZ EQUESTRIAN reserves the right to change Board Fees and other rates as outline on Exhibit B at any time by providing Owner with 30 day written notice. Owner may bring additional horses to board at MZ EQUESTRIAN at a later date, provided space is available, and MZ EQUESTRIAN agrees. For all new horses, Owner shall fill out a new Exhibit A. All terms of this Agreement shall apply to any new horses Owner boards with MZ EQUESTRIAN in the future. In exchange for the Board Fee, MZ EQUESTRIAN agrees to provide Bermuda or Alfalfa hay twice a day 3-4 flakes, water, and corral/stall cleaning. Additional hay can be provided at Owner’s cost. It is expressly understood that MZ EQUESTRIAN does not provide grooming, exercise, or any other special services for boarded horses.
2. **Deposit:** A security deposit in the amount of **\$250 per horse** shall be due upon execution of this Agreement for each new boarder. The security deposit will be returned to Owner upon termination of this Agreement less any outstanding balance(s) owed to MZ EQUESTRIAN.

Owner Initials: _____

3. **Owner’s Responsibility:** Owner is responsible for paying Horse’s training, grooming, insurance, farrier, and veterinary fees as well as all specialty fees like bodywork, massage, etc. Owner agrees Horse is current on all vaccinations and worming. Owner agrees to provide proof of health of horse(s) to MZ EQUESTRIAN prior to Horse’s arrival on Premises. **Proof of Health shall include: 1) Veterinarian Health Certificate 2) Negative Coggins Test 3) Worming and Immunization Record.**

Owner Initials: _____

4. **Payments & Late Fees:** All Board Fees shall be made payable to MZ EQUESTRIAN, LLC. Accepted payment methods are check, direct transfer, or credit card. Board Fees shall be deemed timely if received by the 5th of the month in which it is due. Late penalties shall apply to any Fees not made by the 5th of each month in the amount determined by MZ EQUESTRIAN. If Fees are paid on or after the 6th day of each month, Owner agrees to a ten (10) percent late fee calculated on the full amount due, which shall be due and payable in addition to all other Board Fees. An additional ten (10) percent late fee calculated on the original amount due shall accrue and shall be payable for each additional ten (10) day period or fraction thereof, that the Board Fees remain unpaid. If all balances due are not paid in full, the unpaid balance shall still be considered delinquent, and the ten (10) percent late fee shall continue to apply to the unpaid balance. There is a \$50.00 Non-Sufficient Fund (“NSF”) fee for declined or returned payments. Declined or returned payments may also be subject to the late fees outlined above.

Owner Initials: _____

5. Risk of Loss and Standard of Care: Owner assumes all risk of loss or injury to Horse. During the time that the Horse(s) is/are in custody of MZ EQUESTRIAN, MZ EQUESTRIAN shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by Horse or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said Horse, including, but not limited to, any personal injury, disability or death. MZ EQUESTRIAN MAINTAINS A STANDARD OF CARE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER IN CALIFORNIA AND NOT AS A COMPENSATED BAILEE. In no event shall MZ EQUESTRIAN be held liable to Owner for Horse's death or injury. MZ EQUESTRIAN shall not be responsible for the theft, loss, damage, or disappearance of any personal property, including but not limited to tack, equipment, trailers or other property stored on Premises or at horse shows; such property is stored at Owner's risk. By signing this Agreement, Owner agrees that they have inspected the premises and the facilities and have found it satisfactory and agree to the payment terms with property "as is".

6. Damage to Property and Loss of Personal Property: Owner is hereby warned that while on MZ EQUESTRIAN'S premises, direct loss or damage, theft or injury to Owner's horses, tack, equipment, and trailers is not covered by MZ EQUESTRIAN'S insurance. Owner, having the financial interest in such items, must carry his own personal property insurance under a homeowner's, tenant's or other insurance policy, or under a separate policy as in the case of the loss of a horse. Any damage beyond normal wear and tear caused by Horse shall be the responsibility of the Owner and all repairs shall be billed to the Owner's account. Any property left for thirty (30 days) or more in possession of MZ EQUESTRIAN after this Agreement is terminated shall become the property of MZ EQUESTRIAN. This includes saddles, bridles, tack trunks, and all other equipment left in MZ EQUESTRIAN's possession.

7. Trailer Parking: Trailers may be stored on premises provided space is available. Trailer storage fees are listed in MZ Equestrian's current Rate Sheet and are subject to change at any time. Trailers will be assigned to a specific space. All trailers should have a locking hitch to prevent theft, with keys left in a safe but accessible location on-site to be in case of wildfire. The area around the trailer must be maintained at all times by Owner. MZ EQUESTRIAN is not responsible for damage or theft of trailer or its contents. Owner hereby agrees and understands the trailer described below or any trailer brought on the premises later may be sold for the balance of fees due and related costs, including attorney fees and court fees after the board is forty-five (45) days past due. Trailer will be sold at auction. If parking on premises Owner agrees trailers can be used for emergency evacuations in the event of wildfires.

Do you store a trailer at the facility: _____ Yes _____ No
 License Plate Number of Trailer: _____ Type of Trailer: _____
 Model and Color of Trailer: _____

Owner's Signature: _____

8. Insurance: Owner fully understands that MZ EQUESTRIAN does not carry any insurance on any Horse not owned by it for boarding or for any other purposes, whether liability, accidental injury, theft, or equine mortality insurance and that all risks connected with boarding or for any other reason for which the Horse in the possession of, and on the Premises are to be borne by the Owner. Owner understands that MZ EQUESTRIAN is not obligated to procure any insurance protecting Owner against any losses due to fire, theft, death, or disability arising from any injuries or accidents arising to said Horse, including but not limited to injuries caused by the negligence of MZ EQUESTRIAN, their agents, or employees. MZ EQUESTRIAN strongly recommends each Owner maintain major medical and mortality insurance. **Owners are required to carry specific Equine Liability Insurance not less than \$1,000,000 per occurrence.** This coverage shall include blanket contractual liability coverage. A current Certificate of Liability Insurance must be on file with MZ Equestrian. Owner agrees to provide MZ EQUESTRIAN with a copy of the policy as well as the company's name, address, and policy number. Failure to comply with the provisions hereof shall be at Owner's sole risk and grounds for termination of this Agreement.

Owner Initials: _____

9. **Emergency Care:** Except where specifically instructed otherwise, MZ EQUESTRIAN or its agents or assigns, agrees to attempt to contact Owner, Owner’s agent, or Owner’s veterinarian in the event of an emergency. If MZ EQUESTRIAN is unable to contact Owner, Owner’s agent, or Owner’s veterinarian within a reasonable timeframe based on the severity of the injury/illness of Horse, MZ EQUESTRIAN is authorized to contact an alternate emergency veterinary service for care and treatment of Horse. Such care shall be paid by Owner within fifteen (15) days from the date that Owner receives notice thereof, or MZ EQUESTRIAN is authorized on behalf of Owner, to arrange direct billing to Owner. MZ EQUESTRIAN shall assume that owner desires surgical care if recommended by a veterinarian in the event of colic, or other life- threatening illness, unless MZ EQUESTRIAN is instructed in writing by Owner that Horse is not a surgical candidate. If Owner has multiple horses at the facility and the surgical instructions vary by horse, Owner should note such exceptions on Exhibit A for each horse.

Owner authorizes surgical care: _____ **Owner does not authorize surgical care:** _____

Owner's Signature: _____

In the event MZ EQUESTRIAN cannot contact Owner, Owner’s Agent, or Owner’s veterinarian and in the opinion of the attending veterinarian, the Owner’s horse is suffering from a terminal illness or life-threatening injury, the attending veterinarian has my permission to put my horse down, unless MZ EQUESTRIAN is instructed herein in writing by Owner that Horse is not to be euthanized. If Owner has multiple horses at the facility and the euthanasia instructions vary by horse, Owner should note such exceptions on Exhibit A for each horse. I also give my permission for “Stable” to call a rendering service to have horse removed from the premises and agree to cover all costs of such treatment and removal.

Owner authorizes euthanasia of Horse _____ **Does not authorize euthanasia of Horse** _____

Owner’s Signature: _____

10. **Owner Warranties:** I, the Owner, warrant that except for the following limitations, I am the sole lawful and registered owner of Horse and have unlimited rights to care and custody of them. I warrant that if I am not the Owner of Horse, I have full authority to bind Owner of Horse according to the terms of this Agreement. I warrant that there are no liens or other encumbrances, express or by law, that are outstanding in respect of the Horse. I warrant that the only limitations on ownership of the Horse are listed below (for example, lease (list name and contact of Lessor), syndication ownership (name of syndicate and contact information for syndicate), horse purchased on installments (name of previous owner and contact), previous seller with right of first refusal, etc). are: _____.

Owner warrants that the Horse have no known medical conditions, allergies, or contagious disease at the time the Horse enters premises.

11. **Inherent Risks and Assumption of Risk:** **INHERENT RISKS WARNING AND NATURE OF THE HORSE WARNING: UNDER CALIFORNIA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.** 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 horses 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 an equines 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 participants ability. Owner expressly releases MZ EQUESTRIAN, its agents, and assigns, from any and all claims for personal injury, loss of life or property damage, even if caused by negligence (if allowed by the laws of this State) of MZ EQUESTRIAN or its representatives, agents, or employees.

- a. Additional Risks Posed by Wildfire: Owner understands that portions of the Western United States are at elevated risk of wildfires throughout the year. Wildfires are, by their nature, fast-moving, unpredictable, and dangerous. Wildfires can bring flames, sparks, and hot objects. Wildfires can change course, forcing MZ EQUESTRIAN to undertake emergency evacuations of themselves and all of the staff that care for the horses boarded on premises. Owner understands that it is Owner's sole responsibility to be prepared for an emergency evacuation of their belongings and their horse. This includes but is not limited to having access to a horse trailer in sound working condition or a cooperative situation whereby the horse can be transported, as MZ EQUESTRIAN cannot transport any horse or property owned by Owner. MZ EQUESTRIAN cannot guarantee that it can prevent or limit wildfire losses.
12. Limitation of Liability: By signing below, Owner releases MZ EQUESTRIAN, its agents, and assigns, of all liability in connection with any injury sustained on and from the Horse. Owner acknowledges that horseback riding is an inherently risky activity and hereby releases MZ EQUESTRIAN, its agent, assigns, vendors, contractors, or employees from ANY liability for injury, damage, or loss to Owner or Owner's equipment.
13. Indemnities and Hold Harmless: Owner agrees to indemnify, defend and hold harmless MZ EQUESTRIAN from any and all loss, claims, cost, liability, duties, obligations, actions, cause of action, or expenses (including, without limitation, actual attorney's fees) of any kind or nature whatsoever arising out of or related in any manner whatsoever to the Horse, the presence of the said Horse on Premises, or the presence of the Owner or any other person (including, without limitation, Owners' guests, invitees, and service providers (collectively, "Owner's Invitees) on Premises related in any manner whatsoever to the Horse. Owner or Owner's Invitees agree that neither MZ EQUESTRIAN nor any of its owners, agents, assigns, employees, or representatives shall have any liability of any kind or nature whatsoever related in any manner whatsoever to any injures to any person or property occurring on Premises, from any cause whatsoever, including (without limitation) the negligence of MZ EQUESTRIAN or any of its owners, agents, employees, or representatives. Owner agrees to hold harmless MZ EQUESTRIAN from any and all claims arising from damage or injury caused by Horse to anyone and defend MZ EQUESTRIAN from any such claims. This includes but is not limited to, any personal injury or disability the Owner or Owner's Invitees may receive on Premises. Owner, or Owner's Invitees, acknowledge and assumes responsibility for their presence and/or participation in equine activities, including the principals of assumed risk regarding equines as live animals, which actions may not be fully predictable or controllable. Owner agrees to disclose any and all hazardous properties of Horse(s) boarded with MZ EQUESTRIAN.
14. Limitation of Actions: Any action or claim brought against MZ EQUESTRIAN for breach of Agreement or for loss due to negligence must be brought within one (1) year of the date of such claim or loss incurs.
15. Right to Refuse Services: MZ EQUESTRIAN reserves the right to refuse the continuation of boarding services of any horses for any reason, to include but not limited to: animal's poor health or unsoundness, dangerous propensities, habits and/or vices, and/or non-trainable condition which MZ EQUESTRIAN may not be equipped or capable to handle; OWNERS refusal to obey MZ EQUESTRIAN rules or to cooperate with MZ EQUESTRIAN on reasonable requests relative to the management, training, welfare and safety of animals and people on premises; and, also in such event MZ EQUESTRIAN shall give Owner seven (7) days written notice to remove horses from premises. After all fees have been paid in full this Agreement is concluded. Failure to pay training and other fees as due shall also entitle MZ EQUESTRIAN to immediately terminate this Agreement and to keep the animals in the MZ EQUESTRIAN'S possession until all fees and charges are paid in full subject to the Lien provision in Section 17 of this Agreement.
16. Waiver of Agister Lien Civil Code §3080: Owner hereby agrees and understands that said Horse described in Exhibit A may be sold for the balance of board due, and related costs, including attorney fees and court fees after the such fees are two (2) months past due. Owner expressly waives all provisions of California Civil Code §3080 et al. (which provides for a court-ordered sale of Horse).

There shall be public notice of the sale of said Horse. MZ EQUESTRIAN will provide fifteen (15) days

written notice of sale of said Horse to Owner at the address provided as part of this Agreement. At the conclusion of the sale, the price paid for the Horse shall be conclusive evidence for all purposes of the value of said Horse. Any money received by MZ EQUESTRIAN in excess of the amount owed by Owner, including attorney fees and court costs of MZ EQUESTRIAN, will be paid to Owner.

However, MZ EQUESTRIAN will not be obligated to store property and retain or maintain the Horse is question in the event the amount due exceeds the anticipated unregistered value of the Horse. In the event MZ EQUESTRIAN exercises its lien right in accordance with all procedures required by California law, as above described for nonpayment, this Agreement shall constitute a Bill of Sale and authorize the process transfer application for any breed or organization registration as may be applicable to said Horse, upon affidavit by MZ EQUESTRIAN representative setting forth the material facts of the default and foreclosure as well as MZ EQUESTRIAN compliance with foreclosure procedure as required by law. Should the amount received from auction, less all related expenses, be insufficient to pay all amounts due to MZ EQUESTRIAN, then Owner shall be personally liable for any deficiency thereof. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney fees, costs, and other related expenses for which a minimum charge of \$250 will be assessed.

Owner Initials: _____

17. **Termination:** It is agreed by Owner and MZ EQUESTRIAN that this Agreement may be terminated by either party by giving 30 days' notice. All notices must be issued in writing unless otherwise agreed upon by MZ EQUESTRIAN and Owner. MZ EQUESTRIAN reserves the right to terminate this Agreement immediately if Horse is deemed dangerous or a threat to the use and enjoyment of the Premises, in such event MZ EQUESTRIAN shall give Owner seven (7) days written notice to remove horses from premises and no pro-rated Board Fees shall be returned to Owner. In all cases of termination, all outstanding balances must be paid to MZ EQUESTRIAN before Horse leaves premises.
18. **Minors:** All children under the age of 18 must be supervised by an adult or legal guardian at all times while on Premises. At no times will MZ EQUESTRIAN, LLC be liable for children under the age of 18 who are not supervised. Parent/legal Guardian agrees to hold MZ EQUESTRIAN, LLC, its agents, representatives, employees, contractors, subcontractors, owners, managers, directors, members, shareholders and the like, harmless from any and all incidents caused by non-supervised children or their guests, and to defend and indemnify the same from any such claims. Parent and/or legal guardian acknowledges and assumes full responsibility for their child's presence and/or participation in equine activities, including the principal of assumed risk regarding equines and as it pertains to live animals, whose actions may not be fully predictable or controllable.
19. **Code of Conduct & Signing Release and Waiver of Liability:** Owner acknowledges and agrees to abide by the MZ EQUESTRIAN RULES (Attached hereto as Exhibit C). This includes any changes or additions to the rules that may be made by MZ EQUESTRIAN from time to time. Upon notification of any changes or additions to the rules, Owner shall have thirty (30) days to either accept (e.g., by doing nothing) or to opt to terminate this Agreement subject. The receipt of any updated rate sheets or rule changes shall constitute notice of any and all such rate or rule changes. Owner shall abide by all terms of the rules (Exhibit C) and shall ensure that Owner's relatives, guests, and trespassers understand and abide by such terms. ***Owner understands that Owner and/or Owner's guests CANNOT be on Premises without signing a release and waiver of liability.*** Owner is responsible for ensuring that any and all guests sign a waiver and release of liability agreement and hereby agrees to indemnify MZ EQUESTRIAN for any and all claims brought by guest's that have not signed a release. Failure of compliance with these terms by Owner, Owner's relatives, guests or trespassers, will result in notice of termination being given to Owner. Immediate expulsion of Owner's horse(s) shall result if Owner, Owner's relatives, guests or trespassers are found to have used illegal substances on the premises, stolen other's property, intentionally damaged MZ EQUESTRIAN or Owner's property, abused animals or physically or verbally abused staff, Owners, trainers, independent contractors, guests or MZ EQUESTRIAN personnel. The acts and omissions of Owner's relatives, guests or trespassers shall be construed as the acts and omissions of Owner. **Owner Initials:** _____

20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of California. Any legal action commenced to enforce or interpret this Agreement shall be brought in San Diego County, California. The parties hereto consent to both venue and jurisdiction in San Diego County, and any attempt to pursue legal action in any other state shall be void for lack of jurisdiction in that foreign court.
21. Voluntariness: Each of the parties hereto fully understands the terms, conditions, and provisions of this Agreement, voluntarily enters into the same and believe its terms to be fair, just, adequate, and reasonable.
22. Assignment: No party may assign or transfer this Agreement without the prior written consent of the other party.
23. Default: If Owner fails to timely pay MZ EQUESTRIAN any fees owed as set forth in Exhibit B, the MZ EQUESTRIAN shall have the right to: a) terminate this Agreement upon (7) seven days written notice in which Owner shall relocate Horse and Owner's property; b) Obtain lien upon the Owner's Horse(s) and/or tack for any unpaid balance; c) without process of law, retain the Owner's Horse(s) and tack described herein until the amount of indebtedness is discharged and/or d) seek any other remedies provided in law or equity. On any breach, the other party shall have the right to recover expenses and costs within the parameters of paragraph 28, below. A VIOLATION OF THE RULES OF MZ EQUESTRIAN IS DEEMED A MATERIAL BREACH OF THIS AGREEMENT WHICH ALLOWS THE MZ EQUESTRIAN TO RESORT TO ALL ITS REMEDIES UPON SUCH VIOLATION.
24. Dispute Resolution: In the event of a dispute arising from or relating to this Agreement, the parties will attempt in good faith to resolve such dispute(s) by engaging in the following steps. Any claim or controversy in which the amount in controversy is \$10,000 or less shall be decided by the Small Claims Court of San Diego County, California. Any claim or controversy in which the amount in controversy exceeds \$10,000 but less than \$50,000, the parties agree to participate in private mediation with a company agreeable to both parties. Mediation must be initiated within 90 days of the notice of dispute. The cost of mediation shall be borne equally by the parties involved unless the mediator(s) deem such division of costs to be inequitable. Should the parties fail to initiate mediation proceedings within 90 days notice of dispute, the non-agreeing party shall be deemed in default and the non-defaulting party can proceed with litigation. The award rendered by the mediator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Nothing in this provision shall interfere with MZ EQUESTRIAN's right of lien as outlined in "Right of Lien."
25. Entire Agreement: This Agreement represents the entire agreement among the parties unless exhibits have been attached hereto. The terms are contractual in nature and are not mere recitals, and shall be binding upon the respective heirs, executors, administrators, successors, representatives and assigns of the parties hereto.
26. Severability: The illegality or unenforceability of any provision of the Agreement of any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.
27. Attorneys' Fees and Costs: If any party materially defaults in performing any of his or her obligations under this Agreement, and in the event the parties' dispute resolution efforts pursued in compliance with this Agreement are unsuccessful, and the dispute proceeds to litigation, the prevailing party in any such litigation shall be entitled to recover their reasonable attorneys' fees and costs.
28. Counterparts: The Agreement may be executed in any number of counterparts, and by electronic signature, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument.
29. Waiver: No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

IN WITNESS WHEREOF, I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT AND ASSUMPTION OF RISK. OWNER HAS FULLY READ AND UNDERSTANDS THE BOARDING AGREEMENT AND BY SIGNING BELOW ACCEPTS ALL ABOVE TERMS AND CONDITIONS:

Owner Signature: _____ DATE: _____

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

MZ Equestrian, LLC DATE: _____



**Exhibit A
HORSE INFORMATION**

Owner's Name: _____ Phone: _____

Billing Address: _____ Email: _____

Emergency contact: _____ Phone: _____

Veterinarian's Name: _____ Veterinary Phone: _____

Farrier Name: _____ Farrier Phone: _____

If Applicable:

Trainer Name: _____ Trainer Phone: _____

Horse's Name: _____ Breed: _____ Age: _____

Color: _____ Sex: _____ Microchip #: _____

Allergies: _____

Liability Insurance Carrier: _____ Policy #: _____

Note: MZ Equestrian will need a copy of the Liability Insurance Policy held by the Owner.

Is Horse insured for Mortality/Medical? ___ Yes ___ No Insurance Carrier: _____

Agent: _____

Agent's Phone: _____ Agent's email: _____

Any other information: _____

Vaccination and Worming Information:

Date of last Equine Influenza and Equine Herpes Virus (Rhinopneumonitis) vaccine: _____

Date of Last Worming: _____

Note: If Owner has multiple horses at the facility and the surgical or euthanasia instructions vary by horse, Owner should note such exceptions on Exhibit A for each horse.

Boarders must complete a separate Exhibit A for each additional horse.



EXHIBIT B

RATE SHEET - Effective from 1-24-2024

MONTHLY BOARD

24' x 24' Corral with 3-Sided Shelter	\$645.00 /month
24' x 24' Corral with 3-Sided Shelter & Tack Room	\$660.00 /month
12' x 24' Mare Motel	\$670.00 /month
24' x 24' Mare Motel	\$735.00 /month
12' x 12' Barn Stall (Includes 4 bags of shavings per week)	\$820.00 /month
12' x 12' Barn Stall with In/Out (Includes 4 bags of shavings per week)	\$870.00 /month
Private Tack Room/Office Rental in Barn	\$250.00 /month
Boarder's Use of Community Tack Room Space	No Charge

Note: Regular monthly board includes corral/stall, one cleaning per day, 1-2 flakes of Bermuda or Alfalfa in the morning and 1-2 flakes of Bermuda or Alfalfa in the evening. The average bale of hay used at our facility has between 13 -15 flakes and an average horse consumes approximately 120 flakes/8 bales per month.

SUPPLEMENTAL HAY AND PREMIUM HAY

Daily Lunch Feeding (2 flakes of Bermuda or Alfalfa) Based upon price per bale of \$23.99 plus 7.75% Tax = \$25.84	1 Flake: \$51.72 /month 2 Flakes: \$103.44 /month
Daily Lunch Feeding (2 flakes of Teff) Based upon price per bale of \$28.99 plus 7.75% Tax = \$31.24	1 Flake: \$62.50 /month 2 Flakes: \$123.91/month
Daily Lunch Feeding (Orchard) Based upon price per bale of \$38.99 plus 7.75% Tax = \$42.01	1 Flake: \$84.05 /month 2 Flakes: \$168.09 /month
Daily Lunch Feeding (Timothy) Based upon price per bale of \$42.99 plus 7.75% Tax = \$46.32	1 Flake: \$92.67/ month 2 Flakes: \$185.33 /month
Premium Hay Supplement for AM/PM Feed – Teff	\$43.00 month
Premium Hay Supplement for AM/PM Feed – Orchard	\$130.00 month
Premium Hay Supplement for AM/PM Feed – Timothy	\$164.00 month

Note: Hay pricing was set using market pricing available on 1/24/24 and it includes the sales tax that we are charged. As needed, the facility will adjust supplemental and premium hay pricing to reflect actual market prices. We do not make a profit on hay or bedding, we aim to break even and not lose money.

GRAIN, SUPPLEMENTS, & MEDICATION

Daily feeding of your horse's pre-made grain/supplement/medication bags that are marked with his/her name and the day of the week. You prepare the bags and deliver them to a designated space on site. We feed them to your horse.	\$5.00 per horse/day or \$60.00 per month/for one feeding daily
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DAILY BOARD

24' x 24' Corral with 3-Sided Shelter * Includes Facility Use	\$45.00 day
12' x 12' Barn Stall * Includes Facility Use & Shavings	\$65.00 day
12' x 12' Barn Stall with In/Out * Includes Facility Use	\$70.00 day
Day Use of MZ Equestrian for Trail Ride Staging	\$25.00 day per horse
Day Use of MZ Equestrian Facility / No Stall (Wash Rack, Arenas, Cross Ties, Parking)	\$40.00 day per horse
Note: All Day Use Clients must check in with MZ Equestrian Management and complete a Liability Release Form.	

TRAILER STORAGE

Up to 20ft of Parking Space, Uncovered	\$50.00 month
Up to 40ft of Parking Space, Uncovered	\$75.00 month

STALL/CORRAL MAINTENANCE

DG Footing Supplement – When Available Note: This supplement does not include reconditioning labor.	\$50.00 per tractor scoop
Corral Maintenance / Reconditioning Note: This is the cost for labor when performing maintenance on a corral to adjust footing, remove urine, etc.	\$25.00 per hour for the duration of the session.
Wood Pellets – When Available A bag of wood pellets can be delivered to your corral or stall by our team.	\$10.00 per bag plus tax \$10.78
Rice Hulls – When Available A bag of rice hulls can be delivered to your corral or stall by our team.	\$14.00 per bag plus tax \$15.09
Mallard Creek Mini Flake Shavings A bag of shavings can be delivered to your corral or stall by our team.	\$9.50 per bag plus tax \$10.24
Mallard Creek 12CF Tri Flake Shavings A bag of shavings can be delivered to your corral or stall by our team.	\$12.99 per bag plus tax \$13.99

EQUINE CARE PROGRAM

The Equine Care Program allows for horses to be handled, exercised, and groomed when owners are not able to be present. Any element of this program can be added to a client's service with two-day advance written notice and confirmation of availability from our Ranch Team. There are also trainers on-site who offer these services for their clients.

Gold Care- 5 Days per Week Your horse will be groomed, exercised and/or turned-out 5 days per week.	\$700.00 per month
Silver Care – 3 Days per Week Your horse will be groomed, exercised and/or turned-out 3 days per week.	\$420.00 per month
Bronze Care – 2 Days per Week Your horse will be groomed, exercised and/or turned-out 2 days per week.	\$280.00 per month
Feeding of Daily Supplements You prepare and store daily grain/supplement bags and we will feed them Monday – Saturday for your horse. Grain bags should be marked with the horse's name and the day of the week. One bag per horse per day.	\$60.00 per month
One-Day at a Time Care Your horse will be groomed, exercised and/or turned out one day at a time. Notice of this service must be made via email to the ranch management team.	\$30.00 per day

OTHER SERVICES

Veterinarian / Farrier Hold-Assist Note: No charge for this service if the horse is already in the care program.	From \$25.00 per hour
Medication / Observation of Ill/Injured Horse – Business Hours Staff are available to assist in administering medication for ill or injured horses during regular business hours for a fee starting at \$25 per hour. The exact fee to be determined by the extent of time required and or the level of difficulty.	From \$25.00 per hour
Medication / Observation of Horse – Non-Business Hours The overnight base rate for observation of a horse during non-business hours does not include administration of medication or assisting a veterinarian and additional charges will apply, as required.	\$150.00 Base Rate



EXHIBIT C MZ EQUESTRIAN RULES

Welcome to Glenview Vista, operated by MZ Equestrian, we are pleased to be able to offer public boarding that includes many amenities and access to beautiful public trails. It is our responsibility to the Owners to provide a safe, clean, and well-maintained facility. Therefore, some rules are necessary. Please have every family member and guest who will be using MZ Equestrian read and understand the following rules. It is the sole discretion and judgment of MZ Equestrian whether the conduct of Owner/Owners, etc., is in violation of the Rules.

1. **Facility Hours:** 7:00 A.M. – 9:00 P.M. Glenview Vista / MZ Equestrian is home to several families and we need to respect their privacy. Arena lights must be turned off by 9:00 P.M. No riding after 8:30 P.M. and Owners must leave by 9:00 P.M. In the event of travel or shows, please inform the Management. MZ Equestrian is not locked at night thereby allowing people emergency access to their horses whenever necessary. However, except in the case of injury or illness, no Owners or guests should be at Glenview Vista / MZ Equestrian after 9:00 P.M.
2. **Release of Liability / Waiver:** Anyone handling a horse on premises must have a signed liability release on file with MZ Equestrian or he/she/they will be denied access to the facility. This includes any service vendors (farriers, equine therapists, haulers, or veterinarians) that boarders engage.
3. **No Smoking, Vaping or E-Cigarettes:** MZ Equestrian is a non-smoking environment. Our facility is in a fire risk area and surrounded by seasonally dry vegetation. Additionally, barn environments naturally include many flammable materials including feed and bedding. Therefore, no smoking of any kind will be permitted on premises. Violators of this policy will be asked to vacate the premises immediately.
4. **Emergency Preparedness:** In preparation for emergencies, **all Owners are asked to provide a halter and lead rope for their horse in a location that is visible and accessible from the front of the horse's stall or corral.** Fire Extinguishers are available throughout the premises for emergency use. An evacuation plan A with diagrams has been prepared for the premises and are available for viewing in the Office, Main Barn, and Community Tack Rooms. Emergency Phone Numbers are posted and available in the Office, Main Barn, and Community Tack Rooms. A first aid kit for people and horses is available in the Office and in the Main Barn.
5. **Riding:** The use of the jumps is restricted to supervised lessons with a facility approved trainer only. Riders can walk their horses around the facility if they remain at the walk. **There is no riding on the asphalt access roads (from parking lot past the mobile homes to main house).** No riding is permitted inside of a corral or stall, inside the barn, under the trellis of the Office Patio, on the Viewing Platform next to the upper round pen, or anywhere else not clearly designated for equestrian activities. If a rider has consumed alcoholic beverages, they must refrain from riding.
6. **Helmets & Safety Equipment:** Safety riding helmets are encouraged for all riders but are required for any rider under the age of 18. At all times while mounted, riders under the age of 18 must wear a harnessed and fully fastened protective ASTM/SEI approved safety helmet for equestrian use. Helmet and chin straps must be fitted properly according to manufacturer's instructions. All riders, regardless of age are required to wear a safety riding helmet when engaging in jumping a horse over obstacles in the arena. The use of additional personal safety equipment and gear designed specifically for equestrian sports including air vests and safety vests with air canisters is the personal choice of each rider. When used, they must be used in accordance with the manufacturer's instructions.
7. **Footwear:** Closed-toed footwear is required for any person handling a horse, and boots with a heel are required for all riders. Appropriate footwear shall be worn by anyone visiting MZ Equestrian

- (no sandals or flip flops).
8. **Driving/Parking:** The speed limit is **5 MPH** on premises and the Glenview Lane access road. Please be a good neighbor. Park in designated areas only unless for short-term drop-off of bedding, or feed. Do not park next to your corral, the Office Patio, arenas, turn-outs, or barn. If you park along the retaining wall opposite the trailers, leave your keys in the office or with an on-site contact in case we need to move your vehicle. If we have had rain and the dirt roads on the ranch are saturated, please refrain from driving on them at all and use the asphalt parking areas only.
 9. **Trailers:** When accessing the ranch via trailer, there is only one way in and one way out. Trailers should enter through the “Delivery/Trailer” entrance near the ranch office, and proceed up the slight grade by the garage, go past the barn and main arena, up the slight grade by the manure dumpster, and to the right by trailer row to eventually park. If it is wet or has rained recently, please check with the Ranch Managers to see if the slight grades are passable. The roads in this facility are mostly clay and become extremely slick when wet.
 10. **Barn and Corral Aisle ways:** All barn and corral aisles must be maintained as points of egress. Therefore, aisles must have a 10-foot clear space for egress and any items stored in the passageway must clear this 10-foot space and be stored neatly adjacent to the boarder’s corral or stall. No feed or personal tack items may be stored in the aisles. Boarders are expected to use the community tack rooms and feed storage areas provided to store such items.
 11. **Feed:** We regularly feed **hay twice a day**. Feeding time is between 7:00 A.M - 8:00 A.M. and 4:00 P.M. – 5:00 P.M. Horses are fed 1 ½ - 2 flakes per feeding. We also offer midday feed for an additional fee. Arrangements for horses needing more feed or special diets must be made by the owner as MZ Equestrian is not able to accommodate these special needs. We will provide normal rations for horse trailering. If you feel your horse has not received the correct amount of feed, please bring it to the attention of Management, do not “help yourself” to the feed in the hay barn. Refrain from feeding horses that are not your own unless you have written permission and a release on file.
 12. **Minors:** Minors must be supervised by a parent or guardian while on premises unless minor is a participant formally engaged in a camp, clinic, program or as a working student in which case said minor must be supervised by the head of such program/trainer.
 13. **Turnouts:** Turnouts are permitted in the Upper Ranch Round Pen, the Lower Ranch Round Pen, the Parkside/Mid-Ranch riding arena, Mid-Ranch Lesson Arena, Lower Ranch 48 x 48 TurnOuts, and in the Upper Ranch Riding Arena only. Do not use the Lower Ranch Riding Arenas for turn-out as it damages the footing and base. There is a 20-minute limit on turn-outs if other Owners are waiting. You are responsible for your horse when it is being turned-out, so do not leave the proximity of the round pen or turn-out corral or leave the premises during turn-out. Leaving a horse unattended is grounds for immediate termination of boarding services. Boarders are responsible for cleaning up after their horse in all riding arenas, round pens, and turn-out paddocks. Muck tools are made available.
 14. **Lunging:** Lunging of horses is permitted in the Upper Ranch Round Pen, the Lower Ranch Round Pen, the Parkside/Mid-Ranch riding arena, Mid-Ranch Lesson Arena, and in the Upper Ranch Riding Arena only. Please be mindful of other Boarders/horses in proximity when using a lunge whip. Boarders are responsible for cleaning up after their horse in all riding arenas, and round pens. Muck tools are made available.
 15. **Corral/Round Pen/Turn-out Gates:** Please swing gates inward (when possible), **close and secure them behind you when leaving a corral, round pen, or turn-out regardless of whether the space is occupied or empty**. Boarders are responsible for cleaning up after their horse in all riding arenas, round pens, and turn-out paddocks. Muck tools are made available.
 16. **Repairs/Modifications:** Please notify Management of any needed repairs and do not make direct requests to the MZ Equestrian employees unless in case of emergency (water supply or safety hazard). Any modifications to corrals must be approved by Management and must meet Facility safety specifications and insurance regulations. Repair requests must be made in writing via the digital repair request. Repairs will be prioritized based upon a “safety first” basis. Not all requests

will be deemed valid based upon the Facility safety specifications and or insurance regulations and some may not be completed as such.

17. **Tack Rooms:** The facility provides public tack rooms (2 adjacent to the Hay Barn, 3 in Upper Ranch near the Mare Motel, and 4 in the Mid-Ranch area near the crossties). Some corrals include individual tack lockers at an extra expense. No food/feed should be kept in the tack rooms as they attract rodents. Additionally, please keep the doors to the tack rooms closed when they are not in active use to limit rodent and pest access. The tack rooms are not burglar proof, so we recommend valuable tack not be kept in them.
18. **Wash Racks:** Only wash horses in the designated wash racks near the main riding arena/office and the main barn. Dirt and manure are to be put in the adjacent manure bins. Do not body clip horses in wash racks.
19. **Grooming Racks:** Owners may groom horses in their stall/corral or in the designated grooming areas. Do not tie horses outside pipe corrals or tack rooms to groom or saddle. All manure and clippings are to be put in a waste can near the grooming racks.
20. **Farrier Work/Horse Shoeing:** Farrier work may only be completed in the designated crosstie/grooming areas. Farriers should sweep up all trimmings and put them in the muck bucket.
21. **Outside Vendors:** Only approved outside vendors will be allowed to come on the premises and care for horses. This includes anyone blanketing, feeding, walking, turning out or riding any horse. MZ EQUESTRIAN will supply list of vendors who frequent the ranch and have completed the Liability Release Waiver, upon request.
22. **Socializing and Guests:** Owners are welcome to picnic/BBQ in designated community areas including the MZ Equestrian Office and Patio. Guests are welcome and are subject to the Rules and Regulations and must sign a Release of Liability Waiver. Absolutely no handling of horses, whether on the ground or riding, under the influence of any illegal substance or alcohol. Violators of this policy will be asked to vacate the premises immediately.
23. **Damage to Stalls/Pens:** Any damage above and beyond normal wear and tear shall be charged to the Owner. Charges will include the materials needed to repair the corral and the related labor charges.
24. **Stalls:** Owners rent a type of accommodation, not a particular stall. The management reserves the right to relocate horses to a like size/feature corral or stall in the interest of creating the best and safest environment for everyone.
25. **Dry Stalling:** A stall can be dry stalled for a maximum of three months. The dry stall fee is 75% of the normal board. Owners must submit a request to dry stall in writing to Management two weeks prior to the time dry stall is to begin.
26. **Stall Improvements:** All changes/additions to stalls must be approved & implemented by Management. All such improvements become the property of MZ Equestrian.
27. **Arenas:** All arenas are available to all Owners unless the Management has claimed "closed/private use" of an Arena for a specific repair of a safety hazard, for conditioning or water/drag, for a clinic or local horse show. Such closures will be communicated to the Owners by use of a white zip tie device indicating that the arena is closed. Arenas will be closed and locked during inclement weather for safety reasons and to properly seal and protect the footing. Boarders are responsible for cleaning up after their horse in all riding arenas, round pens, and turn-out paddocks. Muck tools are made available.
28. **Feed/Shavings Changes:** Changes to feed or shavings must be requested in writing & received by the twentieth (20th) of the month to take effect the following month. There is no pro-rating of the cost of either feed or shavings.
29. **Stallions:** No stallions are allowed or horses who have not been gelded for at least three (3) months.

30. **Mucking Stalls:** Owners choosing to muck their stall are responsible for taking the manure to a manure dump site at the facility. Do not leave manure anywhere outside the stall. The manure can also be piled inside the stall close to the front gate and Ranch workers will remove it when they clean the stall. No excess shavings or trash should be included in the manure.
31. **Trainers:** Trainers utilizing the facility for the purpose of training horses or working with clients must be approved by MZ Equestrian Management. Approved Trainers must provide MZ Equestrian Management with a valid Certificate of Insurance that names MZ Equestrian as an additional insured. The only people allowed to act in the capacity of a Trainer are the “approved” Trainers who maintain their business at MZ Equestrian.
32. **Dogs:** Owners and their guests are allowed to bring dogs on to the premises **only if they are UTD on all vaccinations, leashed safely in an area that will not cause conflicts with horses or riders, and are provided water and bedding if they are left secured for longer than 10 minutes.** Dog owners are responsible for removing their dog’s waste and placing it in a trash receptable.

Owner’s Signature: _____ **DATE:** _____