



## BOARDING AGREEMENT - SHADY MAPLES, LLC

THIS AGREEMENT, DATED THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, IS MADE BETWEEN "SHADY MAPLES, LLC"(HEREINAFTER REFERRED TO AS "STABLE") AND \_\_\_\_\_ (HEREINAFTER REFERRED TO AS "BOARDER"), WHOSE CONTACT INFORMATION IS:

BOARDER HOME PHONE: \_\_\_\_\_  
BOARDER BUSINESS PHONE: \_\_\_\_\_  
BOARDER MOBILE PHONE: \_\_\_\_\_  
BOARDER EMAIL ADDRESS: \_\_\_\_\_  
BOARDER ADDRESS: \_\_\_\_\_

### HORSE INFORMATION:

#### HORSE 1:

NAME: \_\_\_\_\_  
BREED: \_\_\_\_\_  
AGE: \_\_\_\_\_  
ADDITIONAL INFORMATION: \_\_\_\_\_

#### HORSE 2:

NAME: \_\_\_\_\_  
BREED: \_\_\_\_\_  
AGE: \_\_\_\_\_  
ADDITIONAL INFORMATION: \_\_\_\_\_

IF ADDITIONAL HORSES, ADD ON ADDITIONAL SHEET.

### 1. OWNERSHIP OF/AUTHORITY OVER HORSE

BOARDER REPRESENTS AND WARRANTS THAT HE/SHE/IT IS THE OWNER OF RECORD OF THE HORSE(S) DESCRIBED HEREIN OR HE/SHE/IT HAS THE EXPRESS AUTHORITY OF THE OWNER OF RECORD (WHICH SHALL BE PROVIDED TO STABLE) TO ENTER INTO THIS AGREEMENT AND TO HOUSE HORSE(S) WITH STABLE. IF BOARDER IS NOT THE OWNER OF RECORD OF THE HORSE(S), BOARDER NONETHELESS AGREES TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT AND LIABLE FOR ALL OBLIGATIONS HEREUNDER, INCLUDING BUT NOT LIMITED TO THE BOARD (AS HEREINAFTER DESCRIBED).

### 2. FEES, TERMS, LOCATION AND PERSONAL PROPERTY

IN CONSIDERATION OF \$ \_\_\_\_\_ PER HORSE PER MONTH (HEREINAFTER REFERRED TO AS "BOARD"), PAID BY BOARDER IN ADVANCE ON THE FIRST (1<sup>ST</sup>) DAY OF EACH MONTH, STABLE AGREES TO



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BOARD THE HEREIN DESCRIBED HORSE(S) AT STABLE LOCATED AT 28011/28411 SAN JUAN CREEK ROAD, SAN JUAN CAPISTRANO, COMMENCING ON \_\_\_\_\_, ON A MONTH-TO-MONTH BASIS.

THERE WILL BE AN ANNUAL COST OF LIVING INCREASE OF 2.5% ASSESSED FEBRUARY FIRST (1<sup>ST</sup>) OF EACH YEAR REGARDLESS OF MOVE IN DATE.

STABLE RESERVES THE RIGHT TO INSTITUTE ANY OTHER INCREASES NECESSARY DUE TO PREVAILING COSTS AND STABLE EXPENSES.

BOARD IS DUE ON THE FIRST (1<sup>ST</sup>) OF EVERY MONTH (REGARDLESS OF MOVE IN DATE & REGARDLESS OF WHETHER THE CUSTOMER HAS RECEIVED AN INVOICE) AND LATE IF NOT RECEIVED BY THE TENTH (10<sup>TH</sup>) OF SUCH MONTH. A LATE FEE OF FIFTY DOLLARS (\$50.00) PER HORSE WILL BE ASSESSED FOR EACH PAYMENT NOT RECEIVED BY THE TENTH (10<sup>TH</sup>) OF THE MONTH. INVOICES ARE SENT BY EMAIL.

PAYMENT CAN BE MADE BY CREDIT CARD. TO SET UP CREDIT CARD PAYMENTS, PLEASE CONTACT LAURA AT: (858) 245-0031 OR [LAURA@PEPPERTREEFARMSPOWAY.COM](mailto:LAURA@PEPPERTREEFARMSPOWAY.COM).

FOR ANY HORSE THAT BEGINS BOARDING AT STABLE ON A DAY OTHER THAN THE FIRST (1<sup>ST</sup>) DAY OF THE MONTH, BOARD FOR THAT MONTH WILL BE PRORATED BASED ON THE NUMBER OF DAYS REMAINING IN THE MONTH.

IF AT ANY TIME BOARD HAS NOT BEEN RECEIVED BY THE TENTH (10<sup>TH</sup>) DAY OF THE MONTH STABLE WILL PLACE A LOCK ON THE STALL AND BOARDER SHALL NOT BE ALLOWED USE OF THE HORSE OR FACILITIES UNTIL ALL PAST DUE AMOUNTS HAVE BEEN PAID. THREE LATE PAYMENTS WILL RESULT IN IMMEDIATE TERMINATION.

INVOICES FOR CHARGES OTHER THAN THE MONTHLY BOARD WILL BE DUE ON RECEIPT.

BAD CHECK FEE: A TWENTY DOLLAR (\$20.00) CHARGE WILL BE ASSESSED FOR EACH RETURNED CHECK ALONG WITH A LATE FEE IF APPROPRIATE.

RELOCATION FEE: THERE IS A ONE HUNDRED DOLLAR (\$100.00) FEE CHARGED FOR ANY BOARDER CHOOSING TO CHANGE STALLS.

DEPOSIT: IT IS REQUIRED THAT ONE (1) MONTH'S BOARD PER HORSE BE



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ON DEPOSIT WITH THE STABLE. THIS IS TO BE PAID AT THE TIME OF MOVE IN. THIS WILL BE RETURNED WHEN THE BOARDER HAS LEFT THE STABLE MINUS ANY OUTSTANDING CHARGES.

VACATING STABLE: WHEN VACATING A STALL/PEN, THIRTY (30) DAYS WRITTEN NOTICE IS REQUIRED.

BOARDER IS RESPONSIBLE FOR LEAVING THE STALL/PEN IN THE SAME GENERAL CONDITION AS IT WAS WHEN THEY MOVED IN. IF THE STALL/PEN REQUIRES REPAIRS OR MAINTENANCE THE COST OF SUCH WILL BE DEDUCTED FROM THE BOARDER'S DEPOSIT AND ANY REMAINING AMOUNT WILL BE RETURNED TO THE BOARDER.

### 3. FEED & FACILITIES

STABLE AGREES TO PROVIDE OWNER WITH \_\_\_\_\_ TYPE OF ACCOMMODATION FOR BOARDER'S HORSE(S). ADDITIONALLY, BOARDER'S HORSE(S) WILL RECEIVE FOUR (4) FLAKES OF ALFALFA PER DAY, TWO (2) IN THE MORNING AND TWO (2) IN THE EVENING.

IN LIEU OF THE FOUR (4) FLAKES OF ALFALFA PER DAY, BOARDER MAY REQUEST STABLE TO FEED OWNER'S HORSE(S) TWO (2) FLAKES OF ALFALFA HAY IN THE MORNING AND TWO (2) FLAKES OF TIMOTHY HAY IN THE EVENING FOR AN ADDITIONAL \$\_\_\_\_\_ PER MONTH OR FOUR (4) FLAKES OF TIMOTHY HAY (AND NO FLAKES OF ALFALFA) PER DAY FOR AN ADDITIONAL \$\_\_\_\_\_ PER MONTH.

### 4. EXERCISE

BOARDER SHALL BE SOLELY RESPONSIBLE FOR THE EXERCISE AND CARE OF BOARDER'S HORSE(S). IT IS EXPRESSLY UNDERSTOOD BY BOARDER THAT THE HORSE(S) WILL NOT BE TURNED OUT BY THE STABLE OR OTHERWISE EXERCISED BY STABLE.

### 5. RISK OF LOSS

DURING THE TERM OF THIS AGREEMENT, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE, OR ANY OTHER CAUSE OF ACTION WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANYWAY WITH THE BOARDING OF SAID HORSE(S). THIS INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL INJURY OR DISABILITY THE HORSE OR BOARDER OR BOARDER'S GUESTS OR TRESPASSERS MAY RECEIVE WHILE ON STABLE'S PREMISES. OWNERFULLY



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UNDERSTANDS THAT ALL RISKS CONNECTED WITH BOARDING OR FOR ANY OTHER REASON FOR WHICH THE HORSE IS IN THE POSSESSION OR ON THE PREMISES OF STABLE, ARE TO BE BORNE BY THE BOARDER. BOARDER BEARS THE RISK OF LOSS AND AGREES TO INDEMNIFY THE STABLE FOR ALL LOSSES, CLAIMS, DAMAGES, CAUSES OF ACTION, LIABILITY, ET CETERA, THAT MIGHT ARISE FROM BOARDING BOARDER'S HORSE(S) AT THE STABLE OR ANY ACTIVITY RESULTING FROM SUCH BOARDING AND PRESENCE ON STABLE PROPERTY.

CONTINUED ON PG 12 -- "ADDITIONAL RISKS POSED BY WILDFIRES"

### 6. HOLD HARMLESS

BOARDER AGREES TO HOLD STABLE HARMLESS FROM ANY CLAIM RESULTING FROM DAMAGE OR INJURY CAUSED BY BOARDER OR SAID HORSE OR ANY PERSONAL INJURY CLAIMS FROM EITHER THE BOARDER OR BOARDER'S GUESTS/TRESPASSERS AND AGREES TO PAY ANY LEGAL FEES, AND/OR EXPENSES INCURRED BY STABLE IN DEFENSE OF SUCH CLAIMS. IN ANY CLAIMS AGAINST THE STABLE, THE BOARDER HAS AN OBLIGATION TO ASSUME THE DEFENSE OF THE STABLE AT THE BOARDER'S EXPENSE, WITH COUNSEL SUBJECT TO APPROVAL OF THE STABLE.

### 7. EMERGENCY CARE

THE STABLE HAS THE EXCLUSIVE RIGHT, IN ITS SOLE DISCRETION AND JUDGEMENT, TO MAKE THE DECISION AS TO THE NEED FOR EMERGENCY VETERINARY CARE. NOTWITHSTANDING THE FOREGOING, STABLE SHALL NOT BE OBLIGATED TO PROVIDE OR OBTAIN EMERGENCY VETERINARY CARE.

### 8. WORMING AND SHOTS

BOARDER'S HORSE(S) SHALL HAVE BEEN WORMED WITHIN SIX (6) MONTHS PRIOR TO DELIVERY OF HORSE(S) TO STABLE AND BE UP TO DATE ON APPROPRIATE SHOTS.

BOARDER FURTHER AGREES TO CAUSE HIS/HER HORSE(S) TO BE WORMED AT LEAST ONCE EVERY SIX (6) MONTHS, THEREAFTER, DURING THE TERM OF THIS AGREEMENT. PROOF OF WORMING AND SHOTS SHALL BE FURNISHED TO STABLE UPON REQUEST.

### 9. INSURANCE

BOARDER AGREES TO CARRY EQUINE LIABILITY INSURANCE PROTECTING OWNER AND NAMING AS ADDITIONAL INSURED STABLE IN THE AMOUNTS OF \$1,000,000/\$2,000,000. THIS POLICY MUST BE AN EQUINE



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POLICY NOT A RIDER ON A HOMEOWNER'S POLICY. WE RECOMMEND THAT THE EQUINE LIABILITY POLICY BE PURCHASED THROUGH LAUREL FOWLER INSURANCE (CONTACT NUMBER: (800) 700-6263) AGENCY, BUT ANY BROKER WHO SELLS SPECIFIC EQUINE LIABILITY INSURANCE CAN BE USED.

BOARDER SHALL PROVIDE STABLE WITH CERTIFICATES OF INSURANCE PRIOR TO STABLE ACCEPTING HORSE FOR BOARDING.

BOARDER HEREBY REPRESENTS THAT THE VALUE OF BOARDER'S HORSE(S) DOES NOT EXCEED \$1,500.00 PER HORSE. IF BOARDER'S HORSE(S) IS WORTH MORE THAN \$1,500.00 PER HORSE, BOARDER WILL SEPARATELY INSURE SAID HORSE AND PROVIDE PROOF OF INSURANCE TO STABLE.

IN THE EVENT BOARDER HAS NOT SEPARATELY INSURED SAID HORSE(S) AND PROVIDED PROOF TO STABLE, BOARDER AGREES THAT ITS HORSE(S) IS WORTH NO MORE THAN \$1,500.00 PER HORSE. STABLE HAS RELIED UPON THIS REPRESENTATION IN ENTERING INTO THIS AGREEMENT AND BUT FOR OWNER'S REPRESENTATION, WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

ADDITIONALLY, BOARDER AGREES TO CARRY **PERSONAL MEDICAL INSURANCE** AT ALL TIMES WHILE BOARDING AT STABLE.

Carrier: \_\_\_\_\_ Group#: \_\_\_\_\_ Policy#: \_\_\_\_\_  
ID#: \_\_\_\_\_

**BOARDER'S SIGNATURE REQUIRED AS PROOF OF ACCEPTANCE OF INSURANCE REQUIREMENTS:**

**SIGNATURE:** \_\_\_\_\_  
**PRINT NAME:** \_\_\_\_\_

**10. TRAINING**

**STABLE PROVIDES NO TRAINING SERVICES.** STABLE DOES ALLOW TRAINERS TO TRAIN ON STABLE PROPERTY AS INDEPENDENT CONTRACTORS. SAID TRAINERS MAY ENTER INTO THEIR OWN CONTRACTS AND AGREEMENTS WITH PERSONS FOR TRAINING SERVICES. STABLE IS NOT RESPONSIBLE FOR SUCH TRAINING, NOR DOES STABLE ASSUME ANY RESPONSIBILITY FOR THE COMPETENCE, QUALITY, TRUSTWORTHINESS, HONESTY, ABILITY OR ANY OTHER CHARACTERISTIC OF



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ANY TRAINER WHO MAY, FROM TIME TO TIME, RENDER TRAINING SERVICES TO ANYONE ON THE PREMISES OF STABLE. THE LIABILITY FOR THE ACTS, CONDUCT OR ACTIVITY OF TRAINERS IS THE SOLE RESPONSIBILITY OF THE BOARDER.

ANY AGREEMENTS OR DISPUTES BETWEEN BOARDERS/RIDERS AND TRAINERS IS BETWEEN THOSE PARTIES AND DOES NOT INVOLVE STABLE.

**BOARDER'S SIGNATURE REQUIRED AS PROOF OF UNDERSTANDING AND ACCEPTANCE OF SECTION 9:**

**SIGNATURE:** \_\_\_\_\_  
**PRINT NAME:** \_\_\_\_\_

**11. RELEASE**

I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT I AM APPRISED OR AM FULLY AWARE OF ALL RISKS OF PERSONAL INJURY AND/OR DEATH AS WELL AS PROPERTY DAMAGE AND/OR LOSS WHICH MAY OCCUR IN CONNECTION WITH THE USE OF THE FACILITIES OF STABLE, INCLUDING BUT NOT LIMITED TO THE RIGHT TOBOARD, WORK WITH AND/OR RIDE MY HORSE OR ANY OTHER HORSES. WITH FULL KNOWLEDGE, OF THESE RISKS AND AS A MATERIAL CONSIDERATION FOR THE RIGHT TO USE THE FACILITIES OF STABLE, I HAVE AGREED TO USE SAID FACILITIES UPON MY OWN VOLITION AND WITHOUT COERCION BY ANY PARTY. I VOLUNTARILY AND EXPRESSLY ASSUME ALL RISKS OF PERSONAL INJURY AND/OR DEATH AS WELL AS PROPERTY DAMAGE AND/OR LOSS WHICH MAY OCCUR IN CONNECTION WITH THE USE OF SAID FACILITIES. THUS, I SPECIFICALLY AGREE WITH STABLE, ITS OWNERS AND AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, PRINCIPALS, OFFICERS, EMPLOYEES AND AGENTS (AND INCLUDING THE SUCCESSORS AND ASSIGN OF EACH OF THE FOREGOING "RELEASED PARTIES" HEREIN) THAT I WILL NOT HOLD ANY OF THEM RESPONSIBLE IN ANYWAY, AND THAT THEY ARE ALL FULLY AND COMPLETELY RELEASED FROM ANY LIABILITY TO ME AND MY SUCCESSORS AND/OR HEIRS, IF ANY SUCH INJURY, DEATH, PROPERTY DAMAGE OR LOSS SHOULD OCCUR IN CONNECTION WITH THE USE OF SAID FACILITIES. PROPERTY DAMAGE INCLUDES INJURY OR DEATH OF HORSES.

**12. COVENANT NOT TO SUE**

THE UNDERSIGNED NOW AND FOREVER COVENANTS AND AGREES NOT TO SUE ANY RELEASED PARTY AND TO REFRAIN FOREVER FROM INSTITUTING, OR IN ANY WAY PROCEEDING UPON ANY CLAIM, CAUSE OF ACTION, JUDGMENT, SUIT OR PROCEEDING OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH THE UNDERSIGNED AND HIS



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SUCCESSORS OR HEIRS HAVE RELEASED PURSUANT TO THIS AGREEMENT.

### 13. WAIVER OF RIGHTS UNDER CALIFORNIA CIVIL CODE 1542

THE UNDERSIGNED ACKNOWLEDGES THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES: "A **GENERAL RELEASE**

**DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

THE UNDERSIGNED AGREES AND ACKNOWLEDGES (WITHOUT LIMITING THE EFFECT OF THIS PARAGRAPH 13) THAT THIS RELEASE SHALL EXTEND AND APPLY TO ANY AND ALL UNKNOWN, UNSUSPECTED AND UNANTICIPATED CLAIMS, AND SPECIFICALLY WAIVES ALL OF HIS OR HER RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA AND ALL OF HIS OR HER RIGHTS UNDER ANY SIMILAR LAW OF THE UNITED STATES OR ANY OTHER STATE, TERRITORY OR JURISDICTION.

### 14. INDEMNIFICATION

THE UNDERSIGNED FURTHER AGREES TO INDEMNIFY AND HOLD SUCH RELEASED PARTY HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES AND COSTS ARISING OR RESULTING FROM USE OF THE FACILITIES. IN PARTICULAR, ALL THE PROVISIONS OF THIS AGREEMENT SHALL BE IN AFFECT.

### 15. DEFAULT

THE TERMINATION OF THE AGREEMENT IS NOT THE EXCLUSIVE REMEDY IN THE EVENT OF A DEFAULT BUT, ON THE CONTRARY, IS CUMULATIVE OF ALL OTHER LEGAL AND EQUITABLE REMEDIES AVAILABLE TO THE PARTIES.

EITHER PARTY MAY TERMINATE THIS AGREEMENT FOR FAILURE OF THE OTHER PARTY TO MEET ANY MATERIAL TERMS OF THIS AGREEMENT. IN THE CASE OF A DEFAULT BY ONE PARTY, THE OTHER PARTY SHALL HAVE THE RIGHT TO RECOVER ATTORNEY'S FEES, COURT COSTS AND OTHER EXPENSES, INCURRED ASA RESULT OF SAID DEFAULT.

### 16. ASSIGNMENT

THIS AGREEMENT CANNOT BE ASSIGNED BY BOARDER WITHOUT THE



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EXPRESS WRITTEN CONSENT OF STABLE.

### 17. TERMINATION OF BOARDING AGREEMENT

TERMINATION FOR ANY REASON. THIS IS A MONTH TO MONTH TENANCY AND EITHER PARTY MAY TERMINATE IT BY GIVING THE OTHER PARTY THIRTY (30) DAY WRITTEN NOTICE. IN THE EVENT NOTICE BY BOARDER IS LESS THAN THIRTY (30) DAYS, BOARDING FEES AND OTHER CHARGES SHALL

BE PAID BY OWNER THROUGH THE THIRTIETH (30<sup>TH</sup>) DAY FOLLOWING THE DATE NOTICE IS GIVEN. IN THE EVENT NOTICE IS GIVEN BY STABLE, THE OWNER REMAINS OBLIGATED TO PAY ALL SUMS DUE (OR TO BECOME DUE) UNDER THE AGREEMENT.

TERMINATION FOR CAUSE. BOARDER UNDERSTANDS AND AGREES THAT IF STABLE DETERMINES, IN ITS SOLE DISCRETION, THAT BOARDER HAS MATERIALLY BREACHED THIS AGREEMENT, STABLE MAY TERMINATE THIS AGREEMENT FOR CAUSE UPON FIVE (5) DAYS' PRIOR WRITTEN NOTICE TO BORDER. EXAMPLES OF MATERIAL BREACH INCLUDE, BUT IS NOT LIMITED TO, REPEATED AND/OR SERIOUS VIOLATION OF THE STABLE RULES, NONE PAYMENT OF BOARD, THEFT OF STABLE PROPERTY OR PROPERTY BELONGING TO ANOTHER BOARDER OR CONDUCT PREJUDICIAL TO THE STANDARDS OF GOOD SOCIAL CONDUCT.

REMOVAL OF HORSE(S) UPON TERMINATION. BOARDER UNDERSTANDS AND AGREES THAT ALL AMOUNTS DUE TO STABLE PURSUANT TO THIS AGREEMENT MUST BE PAID IN FULL BEFORE BOARDER WILL BE PERMITTED TO REMOVE ANY HORSE FROM THE STABLE PREMISES. EACH HORSE REMAINING ON THE STABLE PREMISES FOLLOWING TERMINATION OF THIS AGREEMENT WILL BE SUBJECT TO APPLICABLE BOARDING FEES. ON THE TENTH (10<sup>TH</sup>) DAY AFTER THE TERMINATION DATE OF THIS AGREEMENT, ANY HORSE REMAINING ON THE STABLE PREMISES WILL AUTOMATICALLY BECOME THE PROPERTY OF STABLE AND BOARDER AGREES TO FORFEIT BOARDER'S INTERESTS IN SUCH HORSE WITHOUT FURTHER NOTICE TO OR PERMISSION FROM BOARDER, AND STABLE MAY REI AIN ANY AND ALL PROCEEDS TO APPLY AGAINST AMOUNTS OWING TO STABLE FROM BOARDER AND AS COMPENSATION FOR ADMINISTERING THE SALE, TRANSFER, DONATION OR DISPOSITION OF THE HORSE. BOARDER AGREES TO TAKE SUCH STEPS AS MAY BE NECESSARY TO TRANSFER TITLE PAPERS TO STABLE. BOARDER AGREES THAT STABLE HAS NO OBLIGATION TO NOTIFY BOARDER OF THE PRESENCE OF ANY HORSE ON THE STABLE PREMISES, OR OTHERWISE NOTIFY BOARDER BEFORE A HORSE BECOMES THE PROPERTY OF STABLE PURSUANT TO THIS SECTION. ANY NOTIFICATION FROM





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BOARDER TO STABLE WILL HAVE NO EFFECT ON THE OPERATION OF THIS SECTION UNLESS STABLE AGREES TO ANY MODIFICATIONS. **TO THE EXTENT THAT ANY LAW OR REGULATION MAY PROVIDE FOR RIGHTS AND DUTIES OTHER THAN THOSE SET FORTH IN THIS SECTION, THE PARTIES AGREE TO WAIVE SUCH RIGHTS AND DUTIES AND AGREE THAT THIS SECTION WILL CONTROL.**

REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. BOARDER MUST REMOVE ALL PERSONAL PROPERTY FROM THE STABLE PREMISES UPON TERMINATION OF THIS AGREEMENT. ITEMS REMAINING ON THE STABLE

PREMISES FOLLOWING TERMINATION OF THIS AGREEMENT MAY BE SUBJECT TO A STORAGE FEE. ON THE TENTH (10<sup>TH</sup>) DAY AFTER THE TERMINATION DATE OF THIS AGREEMENT, ALL PERSONAL PROPERTY (INCLUDING MATS) REMAINING ON THE STABLE PREMISES WILL AUTOMATICALLY BECOME THE PROPERTY OF STABLE AND BOARDER AGREES TO FORFEIT BOARDER'S INTERESTS IN SUCH PROPERTY, REGARDLESS OF ITS VALUE. ACCORDINGLY, STABLE MAY SELL, TRANSFER, GIVE AWAY OR OTHERWISE DISPOSE OF SUCH PROPERTY WITHOUT FURTHER NOTICE TO OR PERMISSION FROM BOARDER, AND THAT STABLE MAY RETAIN ANY AND ALL PROCEEDS TO APPLY AGAINST AMOUNTS OWING TO STABLE FROM BOARDER AND AS COMPENSATION FOR ADMINISTERING THE SALE, TRANSFER, DONATION OR DISPOSITION OF SUCH PROPERTY. BOARDER AGREES TO TAKE SUCH STEPS AS MAY BE NECESSARY TO TRANSFER TITLE TO SUCH PERSONAL PROPERTY TO STABLE. BOARDER AGREES THAT STABLE HAS NO OBLIGATION TO NOTIFY BOARDER OF THE PRESENCE OF PERSONAL PROPERTY ON THE STABLE PREMISES, OR OTHERWISE NOTIFY BOARDER BEFORE SUCH PERSONAL PROPERTY BECOMES THE PROPERTY OF STABLE PURSUANT TO THIS SECTION. ANY NOTIFICATIONS FROM BOARDER TO STABLE WILL HAVE NO EFFECT ON THE OPERATION OF THIS SECTION UNLESS STABLE AGREES TO ANY MODIFICATION. **TO THE EXTENT THAT ANY LAW OR REGULATION MAY PROVIDE FOR RIGHTS AND DUTIES OTHER THAN THOSE SET FORTH IN THIS SECTION, THE PARTIES AGREE TO WAIVE SUCH RIGHTS AND DUTIES AND AGREE THAT THIS SECTION WILL CONTROL.**

### 18. LIEN BY STABLE

IT IS UNDERSTOOD BY THE PARTIES THAT PURSUANT TO STATE LAW, STABLE HAS A LIEN ON BOARDER'S HORSE(S) TO SECURE PAYMENT FOR SERVICES TO BE PROVIDED BY STABLE HEREUNDER, AND THAT IF BOARDER SHOULD NOT PAY SAME, THAT STABLE MAY SELL SAID HORSE(S) AT PRIVATE OR PUBLIC AUCTION PURSUANT TO STATE LAW, OR AT STABLE'S



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ELECTION RETAIN POSSESSION OF OWNER'S HORSE(S) UNTIL SUCH AMOUNTS ARE PAID. BOARDER MAY NOT REMOVE ANY HORSE FROM THE STABLE PREMISES UNTIL ALL AMOUNTS DUE UNDER THIS AGREEMENT ARE PAID IN FULL.

### **19. CONDUCT OF BOARDER AND GUEST**

BOARDER ACKNOWLEDGES THE RULES OF THE STABLE (ATTACHMENT "A") AND AGREES TO BE BOUND THEREBY. THIS INCLUDES ANY CHANGES OR ADDITIONS THAT MAY BE MADE BY STABLE FROM TIME TO TIME. UPON NOTIFICATION OF ANY CHANGES OR ADDITIONS TO THE RULES OF THE STABLE, BOARDER SHALL HAVE THIRTY (30) DAYS TO EITHER ACCEPT (E.G.,

BY DOING NOTHING) OR TO OPT TO TERMINATE THE AGREEMENT UPON THE NOTICE PERIOD PROVIDED FOR IN PARAGRAPH 17.

BOARDER SHALL ABIDE BY ALL TERMS OF THE RULES OF THE STABLE (ATTACHMENT "A") AND SHALL ENSURE THAT BOARDER'S RELATIVES, GUESTS AND TRESPASSERS UNDERSTAND AND ABIDE BY SUCH TERMS. FAILURE OF COMPLIANCE WITH THESE TERMS BY BOARDER, BOARDER'S RELATIVES, GUESTS OR TRESPASSERS, WILL RESULT IN NOTICE OF TERMINATION BEING GIVEN TO BOARDER.

IMMEDIATE EXPULSION OF BOARDER'S HORSE(S) SHALL RESULT IF BOARDER, BOARDER'S RELATIVES, GUESTS OR TRESPASSERS ARE FOUND TO HAVE USED ILLEGAL SUBSTANCES ON THE STABLE PREMISES, STOLEN OTHER'S PROPERTY, INTENTIONALLY DAMAGED STABLE OR BOARDERS' PROPERTY, ABUSED ANIMALS OR PHYSICALLY OR VERBALLY ABUSED BOARDERS OR STABLE PERSONNEL.

THE ACTS AND OMISSIONS OF BOARDER'S RELATIVES, GUESTS OR TRESPASSERS SHALL BE CONSTRUED AS THE ACTS AND OMISSIONS OF BOARDER.

### **20. GUESTS AND TRESPASSERS; ASSUMPTION OF RISK**

STABLE IS A PRIVATE BOARDING FACILITY AND IS NOT OPEN TO THE PUBLIC. ONLY BOARDERS AND AUTHORIZED INVITEES ARE PERMITTED ON THE PREMISES. IF BOARDER BRINGS ANYONE ELSE ON THE PREMISES, BOARDER MUST HAVE THAT PERSON EXECUTE A RELEASE OF LIABILITY AND SEND VIA EMAIL TO ROY AT [ADMIN@SHADYMAPLESFARM.COM](mailto:ADMIN@SHADYMAPLESFARM.COM) BEFORE ENTERING THE PREMISES. IN THE EVENT BORDER FAILS TO HAVE THEIR GUEST EXECUTE SUCH RELEASE OF LIABILITY, THAT GUEST IS A TRESPASSER ON STABLE AND



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BOARDER ASSUMES ALL RESPONSIBILITY, RISK AND LIABILITY FOR THEIR GUEST AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE STABLE FOR ANY INCIDENT, DAMAGES AND/OR LIABILITY RESULTING FROM THE TRESPASSERS PRESENCE AT STABLE.

MOREOVER, ANYONE CARING FOR OR RIDING BOARDER'S HORSE(S) MUST HAVE A SIGNED RELEASE FORM ON FILE WITH THE STABLE.

**A VIOLATION OF THE RULES OF THE STABLE IS DEEMED A MATERIAL BREACH OF THIS AGREEMENT WHICH ALLOWS THE STABLE TO RESORT TO ALL ITS REMEDIES UPON SUCH VIOLATION.**

### 21. CALIFORNIA LAW

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF CALIFORNIA.

### 22. COSTS, ATTORNEYS' FEES AND EXPENSES

IN ANY LEGAL ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT, ARISING OUT OF THIS AGREEMENT OR ARISING OUT OF ANY ACTIVITY OF HORSE, BOARDER, TRESPASSERS AT THE BOARDING FACILITY (AS A RESULT OF BOARDER), THE PREVAILING PARTY WILL BE ENTITLED TO PROMPT PAYMENT OF COSTS, ATTORNEYS' FEES AND EXPENSES FROM THE NON-PREVAILING PARTY.

### 23. SEVERABILITY

IF ANY PROVISION IN THIS AGREEMENT IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID, OR UNENFORCEABLE, THE REMAINING PROVISIONS WILL CONTINUE IN FULL FORCE WITHOUT BEING IMPAIRED OR INVALIDATED IN ANY WAY.

### 24. ENTIRE AGREEMENT

THIS AGREEMENT SUPERSEDES ANY AND ALL AGREEMENTS, EITHER ORAL OR WRITTEN, BETWEEN THE PARTIES. NO REPRESENTATIONS, PROMISES OR AGREEMENTS, ORALLY OR OTHERWISE, HAVE BEEN MADE BY ANY PARTY, OR ANYONE ACTING ON BEHALF OF ANY PARTY, WHICH ARE NOT SET FORTH HEREIN. ANY MODIFICATION OF THIS AGREEMENT



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WILL BE EFFECTIVE ONLY IF IT IS IN WRITING AND SIGNED BY BOTH PARTIES.

I HAVE READ AND UNDERSTAND THE BOARDING CONTRACT AND ATTACHMENTS "A" AND "B" AND RECEIVED A COPY OF ATTACHMENT "A" (STABLE OPERATIONS/RULES OF THE STABLE) AND ATTACHMENT "B" (VETERINARY AGREEMENT) AND ATTACHMENT C (APPROVED LIST OF VENDORS).

EXECUTED AT \_\_\_\_\_, CALIFORNIA, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

<p><b>SHADY MAPLES, LLC:</b></p> <p>By: _____  28011/28411 San Juan Creek Road  San Juan Capistrano, CA 02675</p> <p>Date: _____</p>	<p><b>BOARDER:</b></p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>
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**5. (CONTINUED) -- ADDITIONAL RISKS POSED BY WILDFIRES**

I understand 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 change course, forcing the farm to undertake emergency evacuations of horses and, with sufficient time, equipment, from the farm’s facilities. Wildfires can bring flames, sparks, and hot objects. However, its best efforts, STABLE cannot guarantee that it can prevent or limit all wildfire losses.

I understand that in an emergency situation caused by wildfires in the area where the farm is located, STABLE (as well as the farm’s employees, agents, contractors, representatives, and/or assistants) will undertake reasonable evacuation and mitigation efforts in good faith to minimize injury to or loss of horses and equipment on the farm’s premises and/or in the farm’s care, custody, or control. Depending on numerous circumstances during a wildfire – including lack of availability of staff, trailers, trucks, fuel, traffic, visibility, severity of fire conditions, unstable ground or road conditions, risks to humans, and governmental directives restricting access or activity – STABLE's response and mitigation efforts could potentially result in some horses receiving attention, while other horses may not receive attention.

I acknowledge and agree that STABLE will proceed as reasonably as possible should a wildfire emergency occur that threatens to cross the farm’s property. However, I understand that even with the best advance planning, and the best efforts in response to a wildfire, there is never a guarantee that the farm can save every horse on its property and save all equipment on the farm’s property.