



**RANCH AGREEMENT
& BOARDING CONTRACT**

White Cloud Ranch
400 N Kanan Dume Rd
Malibu, CA 90265
Phone: (818) 889-5316
contact@whitecloudranch.us
www.whitecloudranch.us

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between White Cloud Ranch providing services as an independent contractor, located at 400 N Kanan Dume Rd, Malibu, California 90265 and (Owners Name) _____ Residing at (Owners Address) _____, hereinafter referred to as "Owner." These parties warrant that they have the right to enter into this agreement.

1. FEES, TERMS, AND LOCATION

In consideration of \$_____ per horse per month paid by the Owner in advance of the First day of each month, White Cloud Ranch agrees to board the herein described horse(s) on a month-to-month basis commencing _____, 20____. Partial months boarding shall be paid on a pro-rate basis based on the numbers of days boarded in a standard 30-day month.

Late Fees: Boarding fees paid between the eleventh and the fifteenth day of the current month due will be subject to a late fee of \$75.00. Fees received after the sixteenth day of the current month due will be subject to a late fee of \$150.00. Any balance from the previous month not paid in full are subject to interest charges of the balance at 15%.

2. DESCRIPTION OF HORSE

Name: _____

Age: _____

Color: _____

Registration/Tattoo: _____

Breed: _____

Number (if applicable): _____

Insurance Carrier, Policy, and Phone number (if applicable): _____

3. FEED AND FACILITIES

_____ (initial). White Cloud Ranch agrees to provide the following, in addition to normal and reasonable care to maintain the health and well-being of the horse

Feed (hay only) twice a day provided by White Cloud Ranch with any additional supplements provided by the Owner. Other additional/modified feeding agreed upon will be inserted in the space below.

4. VACCINATIONS

Upon arrival of the horse to White Cloud Ranch proof of current vaccinations is required and the horse must be wormed. Proof of vaccinations are required yearly while worming to be required every three months, additionally, a current negative Coggins test will be required for all horses arriving from Out of State.

_____ (initial). Vaccinations can be provided by White Cloud Ranch annually at an additional cost of \$100.00 per horse.

_____ (initial). Annual vaccinations will be provided by the Owner at no cost to White Cloud Ranch. Proof of vaccinations are to be provided at the expense of the owner.

_____ (initial). Worming will be provided every three months by White Cloud Ranch at an additional cost of \$30.00 per worming, per horse.

_____ (initial). Owner will provide proof of worming every three months.

5. RISK OF LOSS

_____ (initial). During the time that the horse is in custody of White Cloud Ranch, White Cloud Ranch shall NOT be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse and owner. This includes, but is not limited to, any personal injury or disability the horse and owner may receive while on the premises of White Cloud Ranch. The Owner fully understands and hereby acknowledges that White Cloud Ranch does NOT carry any insurance on any horse not owned by White Cloud Ranch, including, but not limited to, such insurance for boarding or any other purposes for which the horse is covered under any public liability, accidental injury, theft, or equine mortality insurance and that ALL risks relating to boarding of horses, or any other reason for which the horse is in the possession of White Cloud Ranch, are to be borne by Owner.

6. HOLD HARMLESS

_____ (initial). Owner agrees to hold White Cloud Ranch harmless from any claim resulting from damage or injury caused by said horse, Owner, or his/her guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by White Cloud Ranch in defense of such claims.

7. LIABILITY INSURANCE

_____ (initial). Owner warrants that he/she presently carries in full force & effect, and throughout the period of this agreement shall continue to carry and maintain in full force & effect the liability insurance protecting the Owner and White Cloud Ranch from any and all claim(s) arising out of or relating to this agreement.

8. EMERGENCY CARE

_____ (initial). White Cloud Ranch agrees to attempt to contact Owner at the following emergency telephone number (_____) should White Cloud Ranch feel that medical treatment is needed for said horse, provided however, that in the event that White Cloud Ranch is unable to contact OWNER within a reasonable & safe time, which shall be judged and determined solely by White Cloud Ranch. White Cloud Ranch is then hereby authorized to secure emergency veterinary care and/or blacksmith care by any licensed providers of such care who are selected, as White Cloud Ranch determines required and necessary actions for the health and well-being of said horse. The cost of such care secured shall be due and payable by Owner within fifteen days from the date Owner receives notice thereof, provided however, that White Cloud Ranch is authorized to arrange direct billing by said care provider to the Owner.

Owner(s) veterinary information: _____

Owner(s) farrier information: _____

9. WHITE CLOUD RANCH RULES

_____ (initial). Owner hereby acknowledges receipt and understanding of the current White Cloud Ranch Rules, which are incorporated by reference in full, as if fully set forth herein. Owner agrees he/she and his/her guests and invitees will be bound and abide by these Rules and accepts responsibility for the conduct of his/her guests and invitees according to these RULES. Owner acknowledges the rules include but are not limited to the following:

Rules & Policies

- No smoking anywhere on the White Cloud Ranch property.
- All persons entering the property must sign a Release and Waiver of Liability.
- Guests must be accompanied by a boarder and have Release and Waiver of Liability signed and returned. Guests should never enter a stall or handle a horse without owners prior permission.
- Speed limit is 10MPH. Repeated offence of the speed limit will not be tolerated.
- All dogs must be kept on a leash and cleaned up after. Owners are responsible for any injury or damage that said dog may cause.
- Facility hours are 8:00am to 8:00pm. To aid with security, please notify the Barn Manager if access is needed before or after hours.
- No feeding other horses without Owner permission
- Secure back gate when leaving or entering the property.
- Label all tack, equipment, and supplies that will be stored on the property. We are not responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at White Cloud Ranch.
- If you see a horse in distress, please inform staff immediately. Do NOT try to assist the horse without permission from the owner or a White Cloud Ranch employee.
- Do not use or borrow any items without the owner's permission including, but not limited to, tack, blankets, brushes, sprays, and supplements.
- Never go into a horse stall without permission from the owner or the Barn Manager.
- All young children ages 12 & under must be supervised by an adult.

- PLEASE LET STAFF KNOW OF ANY PROBLEMS OR CONCERNS YOU MAY HAVE. Communication among boarders and staff is crucial to a well-run boarding facility. We will do our best to resolve any issues that may arise.
- Safety is our priority, if you have any questions or concerns about our policies and procedures that affect the safety of others or the horses, notify the Barn Manager immediately.

Refusal to follow these policies and procedures and cooperate with this ranch could result in eviction from the property without notice, either temporarily or permanently. Failure is determined by White Cloud Ranch's sole discretion.

Please Note: White Cloud Ranch may amend, supplement, alter, change, replace or restate the policies and procedures at any time and from time to time.

10. DEFAULT

_____ (initial). Either party may terminate this agreement for failure of the other party to meet any material terms of this agreement, including but not limited to, the White Cloud Ranch rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due to White Cloud Ranch under this agreement shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place Owner in default hereunder. Acceptance by White Cloud Ranch of any late payments shall not constitute a waiver of subsequent due dates or determinations of default.

11. ASSIGNMENT

_____ (initial). This agreement may not be assigned by Owner without the express written consent of White Cloud Ranch.

12. NOTICE OF TERMINATION

_____ (initial). Owner agrees that 30 days' notice shall be given to White Cloud Ranch for the termination of this agreement.

13. RIGHT OF LIEN

_____ (initial). Owner is put on notice that White Cloud Ranch has and may assert and exercise a right of lien, as provided for by the laws of the State of California for any amount due for the board and keep of the horse, and also for any storage or other charges due hereunder, and further agrees White Cloud Ranch shall have the right, without process of law, to attach a lien to your horse after two months of non-payment or partial payment. White Cloud Ranch can then sell said horse to recover its loss.

14. SPECIAL INSTRUCTIONS to White Cloud Ranch

This agreement is subject to the laws of the State of California.

Executed at **White Cloud Ranch** on the date first set forth above.

By: _____

Boarder Name: _____

Boarder Signature: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____