**Horse Boarding Agreement – Charis Equestrian**

This horse boarding agreement is being entered into this **1st** day of **January**, in the year **2021**, by Jessie Hargrave dba Charis Equestrian, hereinafter referred to as ʻStable', providing services as an independent contractor located at 36137 Linda Rosea Rd, Temecula, CA , and \_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as Owner, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**1. FEES, TERMS AND LOCATION**

A. Full care board per horse shall be **$875.00** per month paid by OWNER on or before the **5th** day of each month, STABLE agrees to board the below described horse on a month to month basis commencing **January 2021**. A boarding deposit of **$875.00** is required with the first month’s board, and is fully refundable in the event that horse leaves and agreement is terminated, given a written notice of 30 days minimum, minus any damages or repairs needed as a direct result of horse, not including normal facility wear and tear. The deposit shall be refunded after a thorough walk through has been conducted and damages have been assessed, with the next billing cycle. An additional deposit of **$300** is required in the event that the horse has **documented** vices such as kicking, wood chewing or “cribbing” to cover any damage or repairs as a direct result of the horse’s kicking, chewing or cribbing behavior.

Partial months boarding shall be paid on a prorated based on the numbers of days boarded in a standard 30 day month

 Horse: (describe)

B. Boarding fees paid after the 5th day of the month subject to **$75.00** per day late fee.

C. A fee of **$50.00** will be charged if a check is returned for insufficient funds.

D. Additional Expenses: Owner is responsible for all additional expenses; grain, feed supplements, medicines, veterinary care (emergency and routine), hoof trimming/shoeing, teeth floating, and blanketing (\* blanketing fee exempt if horse is in full training).

E. Monthly boarding / other fees are subject to change with a 30 day written notice.

F. Either party may terminate board agreement with 30 days written notice.

G. In the event that the OWNERS horse shows signs of aggression or other dangerous behavior, STABLE can terminate this agreement with 2 weeks written notice.

H. OWNER represents and warrants that they are the owner of horse, or that they have express authority of the owner of horse to enter into this agreement and to house horse with Stable. If the undersigned is not the owner of horse, the undersigned nonetheless agrees to be fully bound by the terms of this agreement, and liable for all sums hereunder.

**2. DESCRIPTION OF HORSE TO BE BOARDED (list all on separate sheet as needed)**

Registered Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Barn Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color/Markings: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_ Owner/Lessee Initials

Registration/Tattoo: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gender:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Breed:\_\_\_\_\_\_\_\_\_

Insurance carrier, policy and phone number (if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Value of horse: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**3. FEED, FACILITIES AND SERVICES**

Stable agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well- being of the horse. Owner acknowledges Owner has inspected the facilities and finds the same in safe and proper condition.

A. Stable agrees to provide a matted stall that will be cleaned twice daily, access to daily turnout at a minimum of 6 hours daily, with a choice of day or night turnout depending on needs of horse.

B. Stable will be responsible for turning horse in and out

C. Stable agrees to feed horse a minimum of twice daily (morning and evening) and will provide an additional lunch or evening feeding as needed by horse. Fresh water will be provided at all times, in an automatic waterer as well as a bucket in stall and a water trough in turnout

D. Stable has the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, horse refuses to move or becomes a danger to itself or others. Further, if Horse becomes a danger to itself or others, Stable has the right to refuse to interact with Horse. If horse has any documented vices, including but not limited to: cribbing, chewing, stall kicking, weaving, pawing, etc, the Owner shall inform the stable and necessary actions shall be taken to limit the damaging effects of such vices to the horse or other horses in stable. For example, in the event that said horse is a “cribber”, a cribbing collar shall be mandatory on horses at all times apart from grooming and riding.

E. Owner is responsible for providing their own blanket, fly spray etc. as needed. Horse can be blanketed by Stable for a monthly fee of **$60.00**.

F. Hours of visitation: Owner, their veterinarian, farrier, visitors/guests, etc., have access to Horse and Stable during the hours of 7 AM to 7 PM daily. No one is allowed on Stable property after those hours, unless special permission is granted by Stable. Subject to change based on spring and fall time changes.

G. Owner has use of outdoor arenas, stables and trails during Stables hours of operation, but agrees to be respectful to lessons and owners riding activities that may be going on at that time.

**4. RISK OF LOSS**

During the time that the said horse is in the custody of Stable, Stable shall NOT be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on Stable's premises. Owner fully understands and hereby acknowledges that Stable does not carry any specific insurance on the specific horse being boarded, including, but not limited to, such insurance for wellness 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 horse, or for any other reason, for which the horse is in the possession of Stable, are to be borne by Owner.

\_\_\_\_\_\_\_\_ Owner/Lessee Initials

**5. HOLD HARMLESS**

Owner agrees to hold Stable harmless from any claim resulting from damage or injury caused by said horse, Owner or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Stable in defense of such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with stable.

**6. EMERGENCY CARE**

Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse, however, if Stable is unable to contact Owner in amount of time deemed reasonable by Stable, Stable is then authorized to secure emergency veterinary, and farrier care as deemed necessary by STABLE for the health and well-being of said horse. All costs of such care incurred shall be paid by Owner within five (5) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

Current veterinarian(s) used by Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current farrier(s) used by Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stable shall assume that Owner desires surgical care if recommenced by a veterinarian in the event of colic, or other life-threatening illness. Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse.

Owners Emergency Contact number(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alternate Emergency Contact\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Limits of Care:**

If Stable is unable to contact Owner and emergency veterinary/farrier care exceeds $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Owner gives Stable permission to discontinue care and/or euthanize the horse if veterinarian recommends it. Owner agrees that by leaving the limits of care section blank, Stable shall not put a limit on emergency veterinary care for the horse.

**If this section is left blank, Stable shall assume there are no limits of care, and Owner will be responsible for ALL veterinary/farrier expenses.**

**7. MEDICAL HISTORY**

Does horse have any of the following medical issues, if yes please explain:

Allergies: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lameness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_ Owners/Lessee Initials

Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**8. WORMING AND SHOEING**

Owner agrees to provide the necessary shoeing and worming of the horse as is reasonably necessary, at Owner's expense. Owner agrees to have the horse wormed and vaccinated on a regular schedule.

**9. STABLE RULES AND REGULATIONS**

Owner agrees to abide by all the rules and regulations of the stable. 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 guests and invitees according to these rules. Owner acknowledges the Rules include but are not limited to:

Stable Safety Rules

Stable Hours of Operation

Notice of Required Release and Waiver for ALL riders

ASTM/SEI Certified Helmet must be worn by ALL riders when mounted

Statement of Applicable State Equine Liability Laws

Required Veterinary Care

Stable may revise these Rules from time to time and the Owner agrees any revision shall have the same force and effect as current Rules. Failure, as determined in Stable's sole discretion, of Owner or Owner's guests and invitees to abide by Stable Rules may result in Stable declaring Owner in default hereunder and result in termination of this Agreement.

**10. PROPERTY IN STORAGE ON STABLE’S PREMISES**

Owner may store tack and equipment on the premises of Stable at no additional charge to Owner. The storage limit shall be: one trunk per horse, outside stall, 1 saddle and 1 bridle per horse (unless other arrangements are agreed upon), and any other miscellaneous washing and grooming items that will fit in the owner's trunk or tack room without imposing own stable or other clients. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as it is stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage or disappearance of any tack or equipment taken to horse shows or clinics.

Trailer parking is available on the property, at a rate of **$100.00** monthly to be paid on or before the **5th** of each calendar month along with board and training fees

**11. PROHIBITED ACTIVITIES**

Owner, and Owners guests and agents agree to the following:

A.) They shall not feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact in any way with any other horse at Stable without permission of Stable or that horse’s owner.

B.) They will not smoke while on Stables property.

C.) They will not mount any horse without an ASTM / SEI certified helmet.

\_\_\_\_\_\_\_\_ Owner/Lessee Initials

**12. ASSIGNMENT**

This Agreement may not be assigned by the Owner without the express written consent of Stable.

**13. NOTICE OF TERMINATION**

Owner agrees that thirty (30) days **written** notice shall be given to Stable as to the termination of this Agreement. Stable agrees that thirty (30) days written notice shall be given Owner as to the termination of this agreement

**14. LIMITATION OF ACTIONS**

Any action or claim brought by Owner against Stable 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.

**15. RATE CHANGES**

The changes of any rates by the Stable must be posted in a conspicuous or open place in Stable's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable. Stable must give 30 days’ written notice for rate changes.

**16. MEDIATION/ARBITRATION**

In the event of any dispute or disagreement relating in any manner whatsoever to this Agreement the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action.

**17. SPECIAL INSTRUCTIONS TO STABLE**

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**This Agreement is subject to the laws of the State of California.**

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Owner Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stable Signature Date

\_\_\_\_\_\_\_\_ Owner/Lessee Initials