

Meadowbrook Equestrian Center
BOARDING CONTRACT

THIS CONTRACT SETS FORTH THE TERMS AND CONDITIONS OF BOARDING at Meadowbrook Equestrian Center, dated the _____ day of _____, 2020 made by and between Meadowbrook Equestrian Center, hereinafter referred to as "STABLE" and _____ (Horse Owner's name), hereinafter referred to as "OWNER". STABLE agrees to board the herein described horse(s) commencing the _____ day of _____, 2020 in exchange for compensation as agreed to herein.

1. **SERVICES OFFERED.** STABLE agrees to provide normal and reasonable care and handling to maintain the health and well being of the horse(s) at our boarding facility located at 1561 Kanaka Valley Rd, Rescue, Ca 95672.
 - a. **Horses Stalled in the Shedrow and Mare Motel Barn.** This includes feeding 2 times per day, and bedding in Shedrow only. Grain is not provided by the STABLE unless specifically stated, but can be administered if they are provided by the OWNER.
 - b. **Horses in Paddock.** This includes feeding 2 times per day and daily cleaning. Paddocks are to remain private unless otherwise agreed upon in writing.
 - c. **Feeding Schedule.** Horses will be fed between 6:30-10 AM and 5:30-9PM. If you would like your horse fed earlier, later or at a specific time you may come feed them on your own time.
 - d. **Cleaning.** Stalls and Paddocks are cleaned daily. Cleaning time during the day is at the discretion of the STABLE and may not be the same time every day.
 - e. **Absence of Stable Owners.** OWNER understands that STABLE owners may from time to time be out of town at which time STABLE reserves the right to hire any individual STABLE sees fit and capable to care for horses and facility.

2. **CONTRACT TERM.** This CONTRACT serves as a **3 month legally binding agreement between OWNER and STABLE.** At the end of the 3 month term, contract will automatically default to a month to month contract but 30 day notice is still required. STABLE reserves the right to cancel this contract at any time for any reason.
- a. **Notice of Termination.** OWNER agrees to give a minimum of thirty (30) days notice in writing prior to the termination of this CONTRACT. If CONTRACT is terminated, OWNER is liable for all monies owed through the end of the termination date and must be paid in full prior to the termination date. If OWNER removes horse(s) prior to the termination date or prior to end of this CONTRACT term, no refund of board, deposit, or hay will be given to OWNER. **OWNER IS STILL RESPONSIBLE FOR 30 DAYS BOARD AS OF DATE NOTICE IS GIVEN REGARDLESS OF IF HORSE IS ON THE PROPERTY OR NOT.**
 - b. **Early Termination Fee.** OWNER agrees that an Early Termination Fee of \$480 will apply if a minimum of thirty (30) days written notice is not given AND/OR the CONTRACT term has not been fulfilled. If the contract term has not been fulfilled OWNER is responsible for remainder of the term still under contract.
 - c. **Transfer of Contract.** This CONTRACT may not be transferred by OWNER without the express written consent of STABLE.
3. **FEES.** OWNER agrees to pay in advance on the First (1st) day of each month. Partial months boarding shall be paid on a pro-rata basis based on the number of days boarded in a standard 30 day month. A grace period of 2 days will apply after which a late fee will be applied. (I.e. Payment is due on the 1st of each month, day 2 and 3 are grace period, and day 4 is late). *Acceptable payments are: cash, check or money order payable to: Meadowbrook Equestrian Center. Please include horse's name and month you are paying for in the MEMO field.*
- a. **Late Fees.** Boarding fees paid after midnight of the 3rd day of the current month due will be subject to a late fee of \$35.00. If payment is not received by the end of the grace period OWNER will receive a 24 hour written notice to pay or leave.
 - b. **Security Deposit.** A deposit of **\$100.00** per horse is due at the time contract is signed. Deposit will be used for any outstanding bills or damages to STABLE property caused by OWNER's horse. Damages and property include but not limited to: chewing feeders, fencing, breaking fencing, waterer's, etc. If damage cost exceeds deposit, OWNER agrees to pay STABLE the remainder of costs within 10 days. If deposit has to be used for damages or outstanding bills OWNER is required to repay the deposit within 3 days. If not paid within 3 days an additional non-refundable fee will be assessed at \$10.00 per day.
 - c. **Return check Fees.** A fee of **\$35.00** will be assessed for a returned check. If STABLE receives 1 returned check, STABLE will no longer accept checks from OWNER and board can be paid by cashiers check or cash.

4. **VACCINATIONS.** Upon horses arrival at STABLE, proof of current 3way, Rabies, Rhino/Flu and West Nile vaccinations are **required**. Additionally, a negative current Coggins test is required for all horses arriving from out of state. STABLE requires vaccines be administered once yearly and proof of vaccination be provided. Rhino/Flu is to be given every 6 months. If OWNER can not provide record of vaccination, it is required that the vaccines be administered again and recorded.

<i>Date of Vaccine: Rabies:</i> _____	<i>Rhino/Flu:</i> _____
<i>West Nile:</i> _____	<i>3Way:</i> _____
<i>Administered by:</i> _____	<i>ph#</i> _____
<i>A COPY OF THE SHOTS ARE MANDATORY, PLEASE REMEMBER TO GET THEM FROM YOUR VET AND BRING THEM WITH YOU UPON MOVING YOUR HORSE IN.</i>	

5. **WORMING.** Upon horses arrival at STABLE, records showing last worming and fecal test for parasites is required. OWNER is responsible and required to ensure horse(s) are wormed on an 8 week schedule unless otherwise stated under vet recommendation. STABLE can provide worming for an additional fee if requested.

<i>STABLE TO PROVIDE</i> _____	<i>Date of last worming:</i> _____
<i>OWNER TO PROVIDE</i> _____	<i>Date of last Fecal:</i> _____

6. **HOOF TRIMMING.** OWNER is responsible and required to ensure horse(s) are receiving proper and timely hoof trimmings for the good and safety of the horse(s) while at the STABLE. If Trimming is not provided by OWNER, STABLE will make arrangements for the trim at a fee to the OWNER of \$75.00.
7. **RIGHT OF LIEN.** OWNER agrees that STABLE 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 horse(s), and also for any storage or other charges due hereunder. OWNER further agrees STABLE shall have the right, without process of law, to attach a lien to and sell OWNER's horse(s) after two (2) weeks of non-payment to recover its loss.
8. **LOST, LEFT OR STOLEN ITEMS.** STABLE is not responsible for any items lost or stolen while at the facility. If you move out of the STABLE **all items left for more than 24 hours after your horse is removed from the property becomes the property of STABLE and will be disposed of at the STABLE'S discretion.**
9. **EMERGENCY CARE.** STABLE agrees to attempt to contact OWNER at the emergency telephone number(s) provided should STABLE feel that medical treatment is needed for said horse(s). In the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse(s). The cost of such care secured shall be due and payable by OWNER immediately. ***SEE APPENDIX B: Emergency Clause Form***

10. **RISK OF LOSS.** STABLE shall *not* be held liable for any loss including but not limited to any sickness, disease, theft, death or injury which may be suffered by the horse while in the custody of the STABLE. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse(s) not owned by STABLE. STABLE does carry CCC (Care, Custody, and Control) insurance. STABLE does recommend OWNER obtain personal medical and mortality insurance on their own horse.
11. **HOLD HARMLESS.** OWNER agrees to hold STABLE, or it's owners Melissa and Brooks Davis harmless from any claim resulting from damage or injury caused to OWNER'S horse and or by any horse to OWNER, their guests, invitees, and/or property including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims. **Refer to: Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement**
12. **STABLE RULES.** OWNER agrees he/she and his/her guests and invitees will be bound and abide by all STABLE Rules set forth in Appendix A, and accepts responsibility for the conduct of his/her guests and invitees according to the Rules. STABLE may revise the rules from time to time and OWNER agrees any revision shall have the same force and effect as current rules. Failure of OWNER, OWNER's guests and/or invitees to abide by STABLE Rules, as determined in STABLE's sole discretion, may result in STABLE declaring OWNER in default hereunder and result in termination of their CONTRACT AND NO REFUND OF BOARD, DEPOSIT OR FEED WILL BE GIVEN.
13. **DEFAULT.** In the case of a default by OWNER to meet any terms set forth herein, STABLE may terminate this CONTRACT, including but not limited to item 11 Stable Rules. STABLE shall have the right to recover 100% of all legal fees and expenses incurred as a result of said default. Any payment due STABLE under this CONTRACT shall be due and payable by the FIRST day of the month and immediately in the event of termination. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default. Failure to make any payment by said due date will lead to legal action.

THIS CONTRACT IS SUBJECT TO THE LAWS OF THE State of California.
Executed on the date first set forth above.

I have read and agree to the terms and conditions set forth within the CONTRACT. These parties warrant that they have the right to enter into this CONTRACT.

OWNER

Print: _____

Sign: _____ Date: _____

STABLE

Print: Melissa Davis

Sign: _____ Date: _____

Stable Name: Meadowbrook Equestrian Center

Stable Rep: Melissa Davis

Address: 1561 Kanaka Valley Rd

City: Rescue

State: California

Zip: 95672

Phone: (916) 677-6134 or (530) 672-2440

Email: mlarsen803@gmail.com

Website: www.meadowbrookequestriancenter.com

Owners Contact Information:

OWNER's Name:	
Date of Birth:	
Address:	
City:	
State:	
Zip:	
Day Phone:	
Work Phone:	
Evening Phone:	
Email:	

Description of Horse:

	Horse #1	Horse #2														
Horse's Name:																
Date of Birth:																
Sex:																
Color:																
Height:																
Registered Name:																
Reg Number (if applicable):																
Insurance (if applicable):	Provide copy	Provide copy														
Estimated Value of Horse:																
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Special needs, vices, allergies etc. (doesn't tie, bites, kicks, fearful...)

Care Information: If you would like to use our vet and Farrier please write "BARN" below
We use Loomis Basin Equine Vet for routine care as well as emergency calls and Marijke Ellert for our Farrier.

Vet:	
Vet Phone:	
Farrier:	
Farrier Phone:	

Board Options: (please check appropriate options, leave blank if unsure)

Please note all fees are per horse

Choose your location:

- 24x40 Private Paddock with Shelter: \$430.00 per month**
Board fee includes: 2x day feeding, graining with your grain, & daily cleaning
(NO BEDDING)
- 12x20 fully covered open stall in shedrow barn: \$ 480.00 per month**
Board fee includes: 2x day feeding, graining with your grain, 1 large bag of bedding per week, & daily cleaning
- 16x20 partially covered (front 10x16 covered, back 10x16 is uncovered) pipe panel stall in open breezeway barn: \$ 430.00 per month**
Board fee includes: 2x day feeding, graining with your grain & daily cleaning **(NO BEDDING)**

*****Additional bedding beyond what is included may be purchased from stable for \$6.75 per bag*****

Other Services (fees are per horse):

- Worming: \$15.00 each administration
- Turnout 5 days per week: \$50 per month
(Turnout does **not** get pro rated for bad weather, it is a monthly charge)
- Trailer parking: FREE ~~\$25.00 per month~~
- 3rd Feeding: \$80.00 per month
- Feeding owner supplied supplements: FREE if bagged or in "SmartPaks"
- Fly mask: \$30.00 per month
- Fly spray: \$30.00 per month *owner provides fly spray)
- Fly spray & fly mask: \$50.00 per month
- Blanketing: \$50.00 per month
- Blanketing when requested: \$5 each time
- Farrier/Vet holding Fee: \$20.00 per appointment
- Large Private Tack Locker: FREE ~~\$10 per month~~
- Bedding (up to 1 bag per week): \$50 per month
- Provide your own feed: \$50 DISCOUNT

Deposits:

- New boarder deposit. Refundable with no damage (broken or chewed fence boards, feeders, waterers, etc) or bill due upon leaving: \$100.00 x_____

Total Monthly Board: \$

*****Stable will fill out below*****

If moving in on any day other than the 1st per diem is based on a 30 day calendar and is as follows:

\$_____ (monthly board) ÷ 30 days = \$_____ per day

_____ day's (actually boarding at facility) @ \$_____ per day = \$_____ due for the current month (not including deposit)

Total due on / / 2020 **\$_____ (includes \$100 deposit)**

Total due every month as of / / 2020 **\$_____**

Amendment attached: YES / NO

Owner

Date

Stable

Date

I _____ agree to clean up after myself, my kids and my horse (manure, saddles, pads, lunge lines, ropes, halters, jumps, poles, cones, mounting block, toys, etc, etc, etc) before I leave the barn. I understand I am responsible to clean up the area I use (arena, round pen, wash pads, cross ties, tack shed manure on driveway, etc).

If I fail to clean up after myself, my kids and my horse I agree to pay a \$10.00 additional clean up fee.

OWNER

DATE: / / 2020

APPENDIX A:

STABLE RULES

1. Anytime new guests come to STABLE before you do anything the Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement must be signed immediately. Extra forms are available on the website www.meadowbrookequestriancenter.com under "forms"
2. **Helmets are to be worn at all times by anyone riding at STABLE REGARDLESS OF AGE**
3. NO SMOKING, NO EXCEPTIONS
4. NO ALCOHOL, NO EXCEPTIONS
5. Never handle other horses at Stable without horse(s) Owners written permission.
6. Clean up after yourself and your horse before you leave
7. Make sure all gates are secure when leaving Stable
8. All horses are to be treated with respect by ALL Owners, guests, employees, etc
9. NO DOGS! NO EXCEPTIONS UNLESS DISCUSSED PRIOR!!!
10. NO ABUSE WILL BE TOLERATED. YOU WILL BE TOLD TO LEAVE!

If you have children the rules below also apply and must be followed or I will have to ask you to leave due to the extreme liability of having children at the facility.

1. ***Children must stay with their parents at all times!***
2. ***Children are not under any circumstance to climb on barn/stall walls***
3. ***Please do not allow children to play with hoses/water as it makes too much mud***
4. ***Please do not allow your child to throw dirt, sand, rocks, or anything else while at Meadowbrook Equestrian Center as it is a liability***

STABLE may revise these Rules from time to time and 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 BOARD AGREEMENT AND NO REFUND OF BOARD, DEPOSIT OR FEED WILL BE GIVEN.

 Owner

 Date

 Stable

 Date

EMERGENCY CLAUSE FORM

EMERGENCY CARE ***NOTE***: For many horses, time is of the essence if surgery is to be effective. This form, if properly filled out, will help your caretaker give prompt treatment to your horse in the manner you wish. Should the horse(s) you have boarded at *Meadowbrook Equestrian Center* experience a case of colic or serious injury or illness and you are not available for consultation, employees and their agents should:

_____ Have the attending facility veterinarian institute appropriate treatment that can be carried out at the facility but **limit the costs to \$ _____ (fill in a dollar amount), but DO NOT SHIP to veterinary clinic. If the attending veterinarian at the facility cannot save the horse(s) within the limit I set above; I authorize the horse to be euthanized.**

_____ If, in the opinion of the attending veterinarian, the horse(s) requires prompt Surgical intervention and/or intensive care in order to save its life, **SHIP THE HORSE to an appropriate equine veterinary clinic.** In case of severe colic, exploratory surgery is necessary to discover what is causing the pain. This surgery costs approximately \$1800. At this point, the attending veterinarian at the equine clinic can give the *Meadowbrook Equestrian Center* representative a fairly good estimate of the probability of survival and the costs. At this time, I authorize the *Meadowbrook Equestrian Center* representative to:

You must select A or B

A _____ Have the veterinarian do whatever is deemed necessary to **try to save the horse without the consideration of expense.**

B _____ Have the veterinarian do whatever they can to save the horse(s), but **limit the costs to \$ _____ (fill in a dollar amount). If in the determination of the veterinarians the horse(s) cannot be saved for the limit I am setting then the Meadowbrook Equestrian Center representative is authorized to have the horse(s) euthanized.** **NOTE** Most surgical colic cases end up costing in the \$3500—\$5000 range. However, some have been to \$10,000 and above, depending on particular cause and complications.

BE ASSURED THAT *Meadowbrook Equestrian Center* REPRESENTATIVES WILL MAKE EVERY EFFORT TO CONTACT YOU and will act in the best interest of your horse(s) and within the limits you have indicated.

I have read the emergency care clause and authorize the actions I have indicated above:

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Date

Owner/Agent Signature

NAME OF HORSE(S) COVERED BY THIS AGREEMENT _____

NOTE: If your horse(s) is insured, you may be required to do what is necessary to save the animal regardless of cost to abide by the policy. Please provide *Meadowbrook Equestrian Center* a copy of your insurance policy and list the name, policy number, address and telephone number of insurance company:

PLEASE LIST ALL PHONE NUMBERS WHERE WE SHOULD ATTEMPT TO CONTACT YOU.

() () () ()

WARRANTY: Owner warrants that he or she owns the horse(s) and that there are no liens against The horse(s). If an agent of owner executes this agreement, such agent warrants that he or she is duly authorized to act for and on behalf of the owner.