

# CARMEL VIEW RANCH

6150 DEL MAR MESA ROAD • SAN DIEGO, CA 92130



## Boarding Agreement

THIS CONTRACT is made on \_\_\_\_\_ 20\_\_\_\_ between CARMEL VIEW RANCH, and \_\_\_\_\_ hereinafter referred to as "OWNER". CARMEL VIEW RANCH and OWNER agree as follows:

1. DISCRIPTION OF HORSE, hereinafter referred to as "HORSE"

NAME \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_

2. BOARDING AND BOARDING FEES. CARMEL VIEW RANCH shall provide feed and stabling "Boarding" at Carmel View Ranch for HORSE. OWNER has paid CARMEL VIEW RANCH \$ \_\_\_\_\_ for Boarding from \_\_\_\_\_ 20\_\_\_\_ through \_\_\_\_\_ 20\_\_\_\_, receipt of which is acknowledged. OWNER shall pay CARMEL VIEW RANCH first and last month's Board, in advance. Board will be paid on the first day of each month thereafter until this Boarding Contract is terminated; and in the amount listed on the latest revision of the rate sheet for the stall occupied, currently \$ \_\_\_\_\_ per month. **Boarding Fees not paid by the fifth (5th) day of any month shall be subject to a \$50.00 late charge.** Any service provided by CARMEL VIEW RANCH beyond Boarding Fees shall be paid for by **OWNER** in addition to the Boarding Fees set forth in this paragraph.

3. EMERGENCY CARE. OWNER agrees to notify CARMEL VIEW RANCH of any and all changes of address, emergency telephone numbers, itineraries or other information reasonably necessary to contact OWNER in the event of an emergency. In the event OWNER will be unavailable for any reason, OWNER shall be notify CARMEL VIEW RANCH 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 HORSE.

CARMEL VIEW RANCH agrees to attempt to contact OWNER or OWNER'S representative should CARMEL VIEW RANCH feel that medical treatment is needed for HORSE, but if CARMEL VIEW RANCH is unable to contact OWNER or OWNER's representative, CARMEL VIEW RANCH is authorized to secure general emergency, veterinary, and or blacksmith care as required for the health and well being of HORSE. CARMEL VIEW RANCH is authorized to arrange direct billing of emergency care services to OWNER, but, if CARMEL VIEW RANCH pays for any such emergency care services, OWNER will reimburse CARMEL VIEW RANCH with five (5) days of notice of such payment.

CARMEL VIEW RANCH SHALL ASSUME THAT IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN. OWNER'S INITIAL AT THE END OF THIS PARAGRAPH, WILL INSTRUCT CARMEL VIEW RANCH THAT HORSE IS NOT A SURGICAL CANDIDATE. \_\_\_\_\_

4. OWNER'S OBLIGATIONS TO HORSE. Grooming, exercising, blacksmith and veterinary care are the responsibility of OWNER. HORSE must be current on all inoculations and worming at the time it is delivered to CARMEL VIEW RANCH and OWNER agrees to have HORSE wormed and vaccinated on CARMEL VIEW

RANCH'S regular schedule. In the event same is not accomplished and/or HORSE is not exercised on a regular basis, CARMEL VIEW RANCH is authorized but not obligated to arrange for such treatment or service; and the expense for same shall be the obligation of OWNER.

**5. HOLD HARMLESS. BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE.** OWNER will indemnify and hold harmless CARMEL VIEW RANCH and its employees and agents from any claim, liability, loss or expense (including reasonable counsel fees) arising out of damage or injury to others caused by OWNER or HORSE and will defend CARMEL VIEW RANCH against any such claims. Further OWNER does hereby acknowledge that this release will extend to any and all injuries that might be sustained by participation in any activity, whether such injury or damage occurs at CARMEL VIEW RANCH, at horse shows or other related events, or while HORSE is being hauled between such places. This release extends to all claims of every kind and nature whatsoever whether known or unknown and owner expressly waives any benefits OWNER may have under Section 1542 of the California Civil Code relating to the release of unknown claims. **I HAVE READ THIS PARAGRAPH. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.**

INITIAL \_\_\_\_\_ INITIAL \_\_\_\_\_

**6. OWNER'S OBLIGATION TO CARMEL VIEW RANCH.** OWNER will promptly reimburse CARMEL VIEW RANCH for any damage to CARMEL VIEW RANCH property caused by OWNER or HORSE.

**7. RISK OF LOSS. THIS PARAGRAPH LIMITS CARMEL VIEW RANCH'S LIABILITY. READ IT CAREFULLY.** CARMEL VIEW RANCH shall not be liable for any sickness, injury, loss theft or death of HORSE or loss or damage of horse-related personal property of OWNER as same is stored at OWNER'S risk. OWNER fully understands that CARMEL VIEW RANCH does not carry any insurance covering HORSE for public liability, accidental injury, theft or equine mortality and that all risks connected with Boarding or for any other reason for which HORSE is in the possession of, and on the premises of CARMEEL VIEW RANCH are to be borne by OWNER. **CARMEL VIEW RANCH strongly recommends OWNER obtain equine health and mortality insurance on HORSE.**

The standard of care applicable to CARMEL VIEW RANCH is that of ordinary care of a prudent horse owner and not as a compensated bailee.

In no event shall CARMEL VIEW RANCH be liable to OWNER for equine death or injury in an amount in excess of five thousand dollars (\$5000) at OWNER agrees to obtain equine insurance for any animal valued in excess of five thousand dollars (\$5000) at OWNER'S expense or forego any claim for amounts in excess of five thousand dollars (\$5,000). Failure to obtain insurance shall be at OWNER's risk.

**8. LIMITATION OF ACTIONS.** Any action or claims brought against CARMEL VIEW RANCH 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.

**9. SECURITY INTEREST. THIS PARAGRAPH PROTECTS CARMEL VIEW RANCH IF BOARDING FEES OR OTHER SERVICES FEES ARE NOT PAID, READ IT CAREFULLY.** OWNER is given notice that CARMEL VIEW RANCH has a right of lien and a security interest in HORSE and in horse-related personal property of OWNER on the premises of CARMEL VIEW RANCH ("Collateral") as set forth in the laws of California for the amount due for Board and any other unpaid fees for services provided by CARMEL VIEW RANCH for the benefit of Horse or Owner, including fees for training, breeding, showing, emergency care, veterinary, blacksmith care and the like ("Other Service Fees"). If Boarding Fees or Other Services Fees become

delinquent more than fifteen (15) days, CARMEL VIEW RANCH shall have the right, without process of law, to retain said HORSE and other property until the amount of said indebtedness is discharged. However, CARMEL VIEW RANCH will not be obligated to retain and/or maintain HORSE in the amount of the bill exceeds the anticipated unregistered value of HORSE. In the event CARMEL VIEW RANCH exercises Stableman's Lien rights as above-described for nonpayment, this Agreement shall constitute a Bill of Sale and authorization to process transfer application for any breed registration as may be applicable to HORSE upon affidavit by CARMEL VIEW RANCH'S representative setting forth the material facts of the default and foreclosure as well as CARMEL VIEW RANCH'S compliance with foreclosure procedures as required by law. In the event collection of this amount is turned over to an attorney, OWNER agrees to pay all attorney's fees, costs and other related expenses, for which a minimum of \$250.00 will be assessed.

10. CHANGES TO THIS AGREEMENT. It is agreed by the Parties that any portion of this agreement may be changed by CARMEL VIEW RANCH upon seven (7) days notice. All notices must be issued in writing unless otherwise agreed upon by the Parties. The receipt of updated rate schedules or rules and regulations shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by CARMEL VIEW RANCH.

11. TERMINATION OF AGREEMENT. **OWNER or CARMEL VIEW RANCH may terminate this Boarding Contract on thirty (30) days written notice.** All Boarding Fees and Other Services Fees shall be paid before HORSE is removed from CARMEL VIEW RANCH or within 5 days of notice of any outstanding Boarding or Other Service Fees.

12. RULES AND REGULATIONS. OWNER agrees to abide by all the "Rules and Regulations" of CARMEL VIEW RANCH and acknowledges receipt of printed copy of same.

Signature of Owner:

Print Name: (please print clearly)

**X** \_\_\_\_\_ **X** \_\_\_\_\_

Address \_\_\_\_\_

e-mail address:

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**X** \_\_\_\_\_

Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Vet \_\_\_\_\_

Farrier \_\_\_\_\_

# CARMEL VIEW RANCH

## Ranch Rules and Regulations



1. Smoking is never permitted anywhere on Carmel View Ranch property.
2. Trainers, professional horse traders, therapeutic riding programs, clinics, camps, classes and lesson programs are not allowed at Carmel View Ranch.
3. All boarders, guests, family members must sign a liability waiver before engaging in any activity on Carmel View Ranch property. Waivers are available on the Carmel View Ranch website or you can ask for a waiver from the management. You are responsible for the behavior and safety of your guests, their guests and their children.
4. Dog owners are responsible for their dogs and must clean up after them. Carmel View Ranch reserves the right to not allow any dogs on Carmel View Ranch property that do not get along with other dogs, people and horses.
5. Carmel View Ranch is not responsible for any damages your horse, dog, guest, child, etc. may cause to property, themselves or other animals and people.
6. Children under 18 years of age, must be under the supervision of an adult at all times and are not allowed to play/run in corrals, arenas or anywhere on Carmel View Ranch property. Parents must fill out and sign the parental consent release on the liability waiver for each child. When riding, helmets are always required on children under the age of 18.
7. Do not feed any horse other than your own. Boarders and guests are never allowed to feed or handle any horse other than their own without written permission from the owner of the horse. This includes lessees, friends, Carmel View Ranch boarders, and family members.
8. Hay, feed, feed containers, shavings, tools, feed buckets, furniture, tack and personal items must be kept inside your personal tack room or your horse trailer. Do not store tack items or supplies in front or around your corral, shed, or in or by the roadway.
9. Please be considerate and do not block the road by parking your car/truck/trailer on or by the road. Please park your car/truck/trailer in designated parking areas only.
10. Do not take feed from the hay barn. If you think your horse needs more food please ask the management. If there is hay left in your horse's corral at feeding time, the amount of food will be adjusted to eliminate waste.
11. Do not leave horses unattended in the arena, round pen, wash racks, cross-ties and hitching posts. There is a 20 minute turnout limit. Riders always have the priority in all the arenas and round pen. Horses must be removed immediately if a rider wants to use the arena/round pen.
12. Always clean up after your horse in all public areas. This includes the arenas, cross-ties, hitching posts areas, wash racks and round pen. Water is a precious resource not to be wasted or dumped in common areas, arenas and roads.
13. Improvements (Leasehold Improvements) made to your corral are considered leasehold improvements and must be approved by the owner. Leasehold improvements (LHI) are modifications made to a leased space or leased asset to make it more useful to, or to fit the particular needs of, the tenant/boarder. Common leasehold improvement examples: DG, sand, bedding, wood walls, partitions and wire stallion fencing. Once installed, leasehold improvements become the property of Carmel View Ranch and may not be removed, traded, given away or sold unless other arrangements have been made with the owner. Boarders rent the corrals, not the land around/outside the corral. Land outside your rented corral may not be developed for personal use or storage.