



## Bell Canyon Equestrian Center Boarding Agreement

This Agreement is made and entered into by and between (owner of Horse)

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

Address: \_\_\_\_\_

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

Phone # \_\_\_\_\_ Phone 2 # \_\_\_\_\_

Email: (please print clearly) \_\_\_\_\_

Hereinafter designated, "Horse Owner" and the owner of the stable, Bell Canyon Equestrian Center, 29 Baymare Rd. Bell Canyon, CA 91307.

Horse Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Gender: \_\_\_\_\_

DOB: \_\_\_\_\_ Color: \_\_\_\_\_ Date Last Vaccinated: \_\_\_\_\_

Proof of Mortality/ Major Medical Insurance Policy # \_\_\_\_\_

Insurance \_\_\_\_\_ Carrier: \_\_\_\_\_

Veterinarian: \_\_\_\_\_ Phone # \_\_\_\_\_

Trainer: \_\_\_\_\_ Phone # \_\_\_\_\_

Emergency hauler: \_\_\_\_\_ Phone # \_\_\_\_\_

(Person or company that you have arranged to transport horse to a safe location in case of an emergency evacuation order)

### STABLE OWNER AGREES THAT:

1. It will keep the horse in a stall.
2. It will feed, water, and care for the horse in a humane and husband-like manner in accordance with industry standards.

### HORSE OWNER AGREES THAT:

1. He/she will pay Stable Owner (a) for facilities, feed, and services the sum of \$ \_\_\_\_\_ per month, payable on the 1<sup>st</sup> day of each month in advance. A late charge of 10% of the Monthly Fee is payable for any payment not received by Stable Owner within 5 days of its due date (the 6<sup>th</sup>). Payments shall be credited first to any late fees. Additionally, any monetary balance due to Stable not received by the end of the billed month shall be charged interest calculated at a rate of twelve percent (12%) per annum on the first day of the next month. Interest is payable in addition to the potential late charge provided for herein.

2. He/she will pay Stable Owner \$\_\_\_\_\_ Deposit on the stall to be refunded when the horse leaves the facility. Any unpaid boarding or other charges owed by the owner of the Horse will be deducted from the deposit and the remainder refunded.
3. In the event the horse is sold or leased by Horse Owner to a third party, the Horse Owner shall advise Stable Owner in writing within twenty-four (24) after such sale or lease.
4. Stable Owner shall be entitled to a lien against each boarded horse for the value of facilities, feed, services and/or items administered under paragraph 1, and shall be able to enforce the lien according to the statutory and common law of the State of California, provided that (a) Stable Owner performs as herein specified, and (b) Horse Owner fails to make a scheduled payment or breaches any other term or provision of this Agreement.
5. Horse Owner and Stable Owner agree that if either party institutes an action or proceeding for the enforcement of interpretation of this Agreement, the prevailing party in any such action or proceeding shall be entitled to any legal fees and costs incurred in addition to any other relief.
6. THIS AGREEMENT MAY BE TERMINATED, WITH OR WITHOUT CAUSE, BY EITHER PARTY, BY PROVIDING NO LESS THAN FIFTEEN (15) DAYS WRITTEN NOTICE TO THE OTHER PARTY OF ANY SUCH DESIRED TERMINATION.
7. Horse Owner and every guest accompanying Horse Owner to the stable, including the parent or guardian of every minor shall sign the Bell Canyon Equestrian Center General Release Form, and shall at all times comply with the Bell Canyon Equestrian Center Stable Rules, as they may be amended from time to time. Horse Owner understands that by execution of the General Release and/or this Agreement that Horse Owner, indemnifies and holds Stable Owner harmless from and against any and all known and unknown claims, costs, expenses, liabilities, actions of any kind or nature whatsoever which may arise, either directly or indirectly, in connection with the execution and performance of this agreement by Stable Owner.
8. The horse will be taken out of its stall for a minimum of one hour per day at least four days per week. If not, horse will be taken to a sun pen by BCEC staff for at least one hour to meet minimum requirement of four times per week. Charge for extra care is \$15 per take-out by BCEC staff and payment is responsibility of Horse Owner.
9. In the event Stable Owner observes Horse is ill or injured and Horse Owner is unavailable, Stable Owner is hereby authorized, but "not obligated" to act as agent for Horse Owner (a) to call Horse Owner's D.V.M.; and, should he/she be unavailable, (b) to call any other licensed veterinarian of Stable Owner's choice. All fees and other cost and charges charged by the veterinarian shall be the sole and exclusive responsibility of the Horse Owner, with no liability whatsoever on the part of the Stable Owner for such fees.
10. In the event of an emergency evacuation of Bell Canyon, Horse Owner is responsible for removing his/her horse in accordance with authorities' directions. If Horse Owner is unavailable or does not remove horse, Stable Owner will relocate horse to temporary emergency shelter. All costs affiliated with transport and shelter shall be the sole and exclusive responsibility of the Horse Owner, with no liability whatsoever on the part of the Stable Owner for such fees. Horse Owner hereby waives any claims for injury to horse during the emergency relocation undertaken by Stable Owner in absence of Horse Owner.

Signature of Horse Owner:

Date:

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Signature of Stable Manager:

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Date:

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