

BOARDING AGREEMENT

Name of Owner \_\_\_\_\_

Home Address \_\_\_\_\_

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

Home Phone \_\_\_\_\_ Cell or other phone \_\_\_\_\_

Name of Horse \_\_\_\_\_ Breed \_\_\_\_\_

Sex \_\_\_\_\_ Color \_\_\_\_\_ Age \_\_\_\_\_

Veterinarian \_\_\_\_\_ Phone \_\_\_\_\_

Shoer \_\_\_\_\_ Phone \_\_\_\_\_

*Owner agrees to the following:*

**1. BOARD FEE**

The monthly boarding charges are \_\_\_\_\_. Payment is due by the 1<sup>st</sup> of each month, with payment considered late and subject to a \$25.00 late fee if not received by the 5<sup>th</sup>. It is understood that failure to pay monthly boarding charges by the 15<sup>th</sup> of the month will result in a 30-day notice to remove horse from San Antonio Valley Stables.

San Antonio Valley stables shall have and is hereby granted a lien for any and all unpaid boarding and other charges resulting from board of said horse.

San Antonio Valley Stables may exercise its lien rights and 30 days after written notice to the owner at the address provided herein, may dispose of said horse for the unpaid charges at private or public sale and the owner waives all other legal notice. In the event the sale does not secure a price sufficient to pay costs and charges, the owner shall be liable for the difference. Any sum realized over and above costs and charges shall belong to the owner.

San Antonio Valley Stables reserves the right to terminate this Agreement in its sole discretion at any time and boarder shall remove the horse from the

premises within three (3) days of receipt of written notice of termination from San Antonio Valley Stables.

## **2. IN CASE OF ILLNESS OR INJURY TO HORSE**

If the horse becomes ill and/or is injured, the owner shall be notified at the above telephone numbers for instructions. If owner cannot be contacted or does not answer the notice, and if the horse's health requires **immediate** action, San Antonio Valley Stables shall have the right to use its best judgment regarding measures to be taken for the welfare and health of the horse. Any medical fees incurred shall be paid by the owner of the horse and San Antonio Valley Stables shall have no liability therefore.

## **3. LIABILITY**

San Antonio Valley Stables, Edwin and June Lohmeyer, its agents or employees, shall not be liable for any damage which may accrue from any cause or as a result of fire, theft, running away, state of health, injury to person, horse or property.

Owner agrees to assume all responsibility and risk arising out of engaging or participating in equestrian activities at San Antonio Valley Stable and to hold its trainers and employees harmless from all damages or liability for any injury to person, horse or property arising for any reason whatsoever.

Owner expressly waives any benefits he/she may have under Section 1542 of California Civil Code relating to the release of unknown claims, which sections he/she has read and understand as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

## **4. PROPERTY DAMAGE**

Owner agrees to pay for any damage to the premises caused by the horse or owner during the term of this agreement.

## **5. RULES**

Owner agrees to abide by all rules and regulations of the stable. See separate form for “RANCH INFO AND RULES”.

## **6. CONDITION OF HORSE**

Owner certifies that the horse is currently in good health, including hoof care, and is up-to-date on all vaccinations. Complete negligence of the horse's welfare is grounds for termination of boarding agreement.

## **7. TACK SPACE**

Each boarder will be provided a space for his/her tack.

No bailment exists between San Antonio Valley Stables and the horse owner. It is expressly stipulated and agreed that all risks of loss or damage to the horse owner's saddle, tack and any equipment or other personal property shall remain with the horse owner.

## **8. THIRD PARTY**

In the event someone other than the owner calls for the horse, such person shall have written authority signed by the owner to obtain the horse.

**ADDITIONAL INFORMATION:**

Vaccination Record for: \_\_\_\_\_

(Horse's name)

Today's Date: \_\_\_\_\_

VACCINATION	DATE OF SHOTS	DATE OF SHOTS	DATE OF SHOTS	DATE OF SHOTS
Influenza				
Rhinopneumonitis				
Rabies				
Strangles				
West Nile				
Other				

*PS: If your horse has ever foundered, please make us aware of it.*

Other notes or comments about horse's health:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Person(s) to contact in case of emergency:**

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

Home phone: \_\_\_\_\_ Cell or work phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

**BOARDING AGREEMENT ACCEPTED:**

Horse Owner \_\_\_\_\_

Date: \_\_\_\_\_

Updated: 2-18-13