

**THE FARM AT DEL MAR MEADOWS, LLC**

5275 Del Mar Mesa Road  
San Diego, California 92130  
858-735-9712

**HORSE BOARDING AGREEMENT**

Effective as of \_\_\_\_\_, 20\_\_\_\_, THE FARM AT DEL MAR MEADOWS, LLC, hereinafter "THE FARM," and \_\_\_\_\_, hereinafter "OWNER" and, if OWNER is a minor, OWNER'S parent or guardian, \_\_\_\_\_, enter into this Horse Boarding Agreement ("Agreement"). THE FARM agrees to accept OWNER'S horse \_\_\_\_\_ for boarding, and it is the plan and intent of the OWNER to board this horse at THE FARM, located at 5275 Del Mar Mesa Road, San Diego, California (the "Premises"). For and in consideration of the terms and conditions herein set forth, OWNER and THE FARM mutually agree as follows:

1. OWNER agrees to indemnify and hold THE FARM completely harmless from all claims, including costs and expenses of defending against any claims, arising out of any act or omission of OWNER or their guests during the term of this agreement on or about the Premises. OWNER acknowledges the risks inherent in horse activities. Nevertheless, OWNER hereby agrees to use the Premises at OWNER'S own risk and hereby fully releases THE FARM and its Members, agents and employees to the fullest extent allowed by law, from any and all claims for any damage, loss, accident or injury caused to OWNER, their guests, agents, personal property and horses while on the Premises, including any damage, loss or injury sustained due to any natural or artificial causes either known or unknown, and whether warned or unwarned by THE FARM. OWNER further agrees to compensate THE FARM, upon notice, for any damage resulting from, or caused in connection with OWNER'S or OWNER'S horse's presence at and/or use of THE FARM facilities. OWNER is responsible for any of OWNER'S guests at the Premises.

2. It is the OWNER'S responsibility to carry full and complete insurance coverage on OWNER, OWNER'S horse and all personal property, and OWNER hereby warrants that such coverage is in place. OWNER agrees to abide by all of THE FARM'S rules and regulations, and any amendments thereto, which are incorporated herein by reference, posted on the premises and attached hereto.

3. THE FARM agrees to provide the indicated facilities, along with appropriate cleaning of the facility, and to provide normal and reasonable roughage feed and water required to maintain the animal. OWNER agrees that he/she will pay THE FARM for the aforementioned services, the sum of \$\_\_\_\_\_ per month, payable in advance on the FIRST day of each month.

4. The board fee is due on the FIRST of each month, and timely payments are strictly enforced. A late fee of \$50.00 will be charged on payments received more than five (5) days late, plus a charge of \$2.00 per day will be applied thereafter until all past due amounts are made current.

5. \$\_\_\_\_\_ is due and payable with the execution of this Agreement and prior to the arrival of the horse at THE FARM. For purposes of this Agreement, the term "month" is deemed to commence on \_\_\_\_\_. This amount

shall consist of the first month's board in the amount of \$\_\_\_\_\_ (any prorate will take place on the second month's billing) and the last month's board in the amount of \$\_\_\_\_\_. At the time a thirty (30) day written notice to vacate is given, this partial payment of the last week's board shall be applied to the charges for the final boarding period. THE FARM reserves the right to increase the board rate at any time upon thirty (30) days' advance written notice to OWNER.

6. Horse(s) shall be free from infectious, contagious or transmissible disease, and OWNER hereby warrants that horse(s) is/are in such condition. THE FARM requires a health, worming and immunization record, veterinarian's health certificate and current negative Coggins Test if horse is from out of state.

7. If at anytime, THE FARM determines, in its discretion, that the horse is dangerous, unhealthy or undesirable for boarding at this facility, THE FARM may confine the horse in a secured quarantine area and, upon SEVEN (7) days' notice to OWNER, may request OWNER to remove the horse from THE FARM. Upon such request, OWNER hereby acknowledges it is their responsibility to remove the horse within seven (7) days from such notice and to pay all fees due. Upon removal and payment of all fees and expenses, this contract will terminate.

8. Veterinary attention, medical costs, and farrier care, routine and otherwise will be arranged by OWNER or OWNER'S trainer and shall be invoiced by provider directly to OWNER. In the event of sickness and/or accident to the horse(s), should OWNER'S authorized agent, or THE FARM, feel, in its discretion, that medical treatment is reasonably needed for said horse(s), OWNER authorizes THE FARM, in its discretion, to secure whatever emergency veterinary or farrier care is required to fix the health and well being of horse(s). OWNER, by signing this agreement consents to and authorizes such emergency care at OWNER'S expense. All such costs shall be paid for directly by OWNER or, if necessary, OWNER, will reimburse THE FARM within five (5) days for any such costs or expenses incurred on OWNER'S behalf.

9. If the horse dies, this contract will terminate after all fees accrued to the date of death have been paid in full. If the horse is sold, upon seven (7) days' written notice and payment in full of all fees incurred, this contract will be concluded. OWNER agrees to give written notice to THE FARM within five (5) days in the event of sale or transfer of horse. No horse may be removed from the premises until all fees have been paid.

10. OWNER agrees that no trainer will be allowed to train their horse(s) at THE FARM unless the trainer has a contract to train horses with THE FARM.

11. THE FARM reserves the right to relocate the horse(s) to like accommodations on the premises as THE FARM, in its discretion, deems necessary. If OWNER reasonably disagrees with the new location, OWNER may terminate this Agreement with 3 days' notice, and any unused fees will be returned. This provision shall not apply to any temporary relocation deemed necessary at the sole discretion of THE FARM. Any improvements made on, or to, the Premises, regardless of who makes them, belong to THE FARM and may not be removed, dismantled or destroyed without the prior written consent of THE FARM.

12. OWNER warrants that she/he owns said horse(s), or has full lease or possession rights thereto, and that there are no liens against said horse(s), express or by operation of law. THE FARM will turn over possession of said horse(s) only to OWNER or those listed below, or as indicated in writing by OWNER. OWNER further

agrees to pay when due, any taxes levied against said horse(s) by reason of OWNER'S possession thereof and to pay all of other taxes levied.

13. THE FARM may terminate this agreement, upon thirty (30) days' notice, for failure of OWNER to meet any term of this agreement and may recover from OWNER any attorney's fees and/or court costs incurred as a result of collection efforts or any default of the owner. THE FARM may terminate this agreement upon thirty (30) days' notice should OWNER be in any way detrimental towards THE FARM'S business. OWNER may terminate this agreement by providing THE FARM with thirty (30) days' written notice of their intention to do so. Thirty days' written notice must be given on the FIRST of the month. This contract will be considered concluded at the end of the thirty day written notice and only when all fees incurred up to the termination date have been paid in full. Except as otherwise provided herein, THE FARM also reserves the right to terminate this Agreement at any time upon the provision of thirty (30) days' advance written notice to OWNER.

14. Upon entering into this agreement, OWNER is given permission to park one trailer at the designated trailer parking area at \$\_\_\_\_\_ if space is available. If THE FARM elects to eliminate this privilege, OWNER will be given thirty (30) days' notice before any such change would occur. OWNER agrees that THE FARM is not liable for any damage, loss or theft of any property belonging to OWNER, including, but not limited to a horse trailer, brought on to the Premises.

15. It is understood by the parties to this Agreement that pursuant to state law and California Civil Code Section 3080, et seq., THE FARM has a lien on said horse(s) and all personal property stored or kept at the Premises to secure payment for services to be provided by THE FARM. THE FARM may exercise all legal rights under the laws of this state necessary to liquidate any indebtedness or other related costs or actions, which shall include Board, all reasonable attorney's fees, vet bills, plus other costs, such as ads, trailing, etc., necessary in perfecting its legal rights under this contract and state law. Any balance after liquidation of indebtedness shall be paid to OWNERS. OWNER agrees to fully cooperate with THE FARM in the event lien rights are to be enforced or protested.

16. OWNER acknowledges that upon termination of this agreement by either party for whatever reason, OWNER'S horse(s) subject to this agreement is/are to be removed by OWNER on or before the termination date. In the event any horse remains at the Premises after the termination date, or is not removed by OWNER after receipt of notice to remove, OWNER hereby authorizes THE FARM to remove such horses(s) from the Premises, at OWNER'S sole cost and expense, to a facility of THE FARM'S choice capable of handling such abandoned animals. OWNER agrees that in such an event, THE FARM shall have no responsibility or liability whatsoever for such removed horse, either while remaining on the Premises, in transport or thereafter, regardless of ownership of such horse(s) and the horse may be deemed abandoned by the owner. OWNER further agrees to reimburse THE FARM for all costs, expenses, including attorney's fees, incurred as a result of such removal. OWNER hereby authorizes THE FARM to sign on behalf of OWNER whatever documents are necessary in order to remove such horse(s) to another facility and for the horse's stay at such facility, including, but not limited to, rent and board to be billed to and paid by OWNER directly and liability releases.

17. This Agreement is subject to the laws of the State of California and may not be assigned.

18. Any and all amendments to this Agreement must be in writing and signed by THE FARM. Any unwritten or unsigned amendments will be of no force or effect and any waivers of this Agreement by THE FARM must be made in writing and signed by THE FARM

19. Any forbearance by THE FARM to exercise its rights under this Agreement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Agreement or of any of THE FARM'S rights under this Agreement. No delay or omission by THE FARM in the exercise of any right shall be construed as a waiver.

20. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining portions hereof shall not, in any way, be affected or impaired thereby.

21. This Agreement, the references incorporated herein and its attachment constitutes the entire agreement between the parties thereto, and all prior or contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby null and void.

22. OWNER agrees to read, sign and abide by the attached Indemnification Agreement, Assumption of Risk and Release of Liability, which are hereby incorporated by reference. Boarding at THE FARM is made conditional upon OWNER'S assent to the terms of this Agreement.

23. This is a no smoking facility. Smoking is only allowed in designated areas if such area is assigned by the owner. \_\_\_\_\_(Initial)

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Name of Horse/horses:

OWNER(S):

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

\_\_\_\_\_  
Signature (must be signature of parent or legal guardian if owner is under 18 years of age)

Owner of horse if leased:\_\_\_\_\_

THE FARM AT DEL MAR MEADOWS, LLC

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

***Please complete a Contact & Horse Information form for each horse and attach to this agreement.***

By: \_\_\_\_\_  
Member