



Rancho Santa Fe Association
Osuna Ranch
Boarding Agreement

This Boarding Agreement (“Agreement”) entered into and effective _____ (“Effective Date”) by and between, Rancho Santa Fe Association, at its facility known as Osuna Ranch (“Stable”), and _____ (“Owner”) of the horse(s) (“Horse”) described in Exhibit A.

1. Fee

Owner agrees to deliver the Horse(s) to Stable for an indefinite period on a month-to-month basis for the consideration of \$ _____ per month. Payments are due on the 20th of the month for the upcoming month. Stable agrees to board said Horse(s) beginning _____. This is a month-to-month agreement with termination by either party with 30-days written notice. The fees are subject to change given 30-days written notice by Stable.

- Payment is due on the 20th of each month.
- On the 30th of each month if payment is not received a 1% Interest Charge will occur.
- If payment is not received within 60 days, a 10% Penalty will be charged.
- If payment is 30 days or more past due, Stable has the right to move Horse(s) to any stall, paddock or pasture on the property. No notice of the move is necessary and Stable may invoke this right at any time after payment is delinquent.

DEPOSIT

- A deposit in the amount of \$500.00 per unit is required upon move in.
- In the case of less than 30 days’ notice, Owner shall forfeit the entire amount.

2. Description of Horse(s)

See Exhibit A with descriptions of Horse(s).

3. Description of Services

Stable agrees to provide standard hay and stall, paddock or pasture per the selected items from the current Price List.

4. Standard of Care

Stable agrees to provide customary care ordinarily provided by operators of boarding facilities in California.



5. Regular and Emergency Care

Owner is responsible for all medical, or other care deemed necessary by Stable for Horse(s). If emergency treatment is needed, Stable may attempt, if time permits, to contact Owner, but in the event

Owner is not reached or, in Stable’s sole judgment, time does not permit, Stable has the authority, but not the obligation, to secure emergency veterinary, farrier and/or other care. However, Stable assumes no responsibility to pay for any such care. Owner is responsible for paying all costs relating to such care. Owner hereby authorizes Stable, as Owner’s agent, to arrange for emergency care and having such care billed to Owner.

Stable shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic, or other life threatening illness or injury, unless Stable is instructed in writing by Owner that Horse is not a surgical candidate.

6. Owner Warranties

I warrant that except for the following limitations, I am the sole and lawful registered owner of the Horse(s) and have unlimited rights to care, custody and sale of Horse(s).

I warrant that if I am **not the Owner of the Horse(s)**, I have full authority to bind Owner of Horse(s) according to the terms of this Agreement. I warrant that the only limitations on ownership of the Horse(s) are listed below (for example: lease, syndication, installment payments on horse purchase, previous owner with right of first refusal, etc.) In all such instances list name and contact information for other’s with any rights to the Horse(s).

Owner warrants that the Horse(s) have no known medical conditions, allergies, or contagious disease at the time the Horse(s) enters the Stable premises. Owner shall provide, prior to delivery of the Horse(s) to the Stable, proof of worming and fecal history, proof of vaccinations and proof of a negative Coggins if Horse(s) are coming from out of State.

7. Trailers

Storage space for trailers is extremely limited. Trailers shall be parked in a space as designated by Stable. Trailer storage is \$100.00 per month, due and payable as per this Agreement with regard to horse boarding. Stable is not responsible for damage or theft of trailer or its contents.



If the trailer storage fee is forty-five days past due, Owner hereby agrees and understands that trailer may be sold for the balance of storage fees due and related costs including attorney fees and court fees in accordance with California law.

Owner's Signature _____

8. Property Damage

Owner agrees to pay for damage to stalls, injury to other horses, or other property caused by Owner's Horse(s), above and beyond normal wear and tear.

9. Dangerous Condition

Stable reserves the right to refuse to accept or keep any horse if Stable determines, at its sole discretion, that the Horse(s) presents possible danger to itself, others and/or property. Owner agrees to immediately remove any and all Horse(s) upon notice of such condition.

10. Employees/Guests on Property

Guests must sign a release form provided by Stable before making use of the property or mounting any horse on the property. If the Guest is under eighteen, the release form must be signed by the parents or legal guardians before making use of the property or mounting any horse on the property. Owner is fully responsible and agrees to indemnify Stable for any and all acts committed by any guest or employee they bring onto Stable's property.

Owner understands that Stable will not provide worker's compensation insurance for any employees of Owner working on the property. Independent employees, including trainers, must have prior written approval from Osuna Ranch.

11. Insurance

Owner understands that Stable is not obligated to, and will not procure, any insurance protecting Owner against any losses due to fire, flooding, theft, death or disability arising from any injuries or accidents arising to said Horse(s), including but not limited to injuries caused by the negligence of Stable, its agents or employees and including transportation of the Horse(s) incident to this Agreement.

12. Stable Rules

Owner hereby acknowledges receipt and understanding of the current Stable Rules, which are incorporated by reference in full, as if fully set forth herein. See Exhibit B.



13. Risk of Loss

During the time that the Horse(s) are in custody of Stable, Owner assumes FULL RESPONSIBILITY FOR ANY RISK of injury, sickness, disease, theft or death, which may be suffered by the Horse(s) due to the negligence of Stable or its employees and agents. This includes, but is not limited to any injury or disability the Horse(s) may sustain while on Stable's premises. The Owner fully understands that Stable does not carry any insurance for any horses boarded on Stable property for boarding or any other purposes, including accidental injury, theft, or equine mortality. All risks connected with boarding or for any reason for which the Horse(s) are on the premises of Stable, are to be borne by Owner. See Exhibit C.

14. Hold Harmless

Owner shall be solely responsible for all acts and behavior of said Horse(s) at all times and hereby agrees to indemnify and hold Stable harmless from any claim resulting from damage or injury caused by said Horse(s) to any person or property and agrees to pay any legal fees and/or expenses incurred by Stable in defense of such claims. See Exhibit C.

15. Termination or Removal of Horse(s)

Either party may terminate this Agreement giving thirty days written notice to the other party. In the event of "good cause," Stable may terminate this Agreement with 48-hours' notice. "Good Cause" includes, but is not limited to any breach of this Agreement, failure to abide by Stable Rules, or Horse(s) acting in a way that is dangerous to life or property as described in ¶ 9.

Under any circumstances, including short-term removals and permanent removal of Owner's Horse(s) from Stable premises, Owner shall first give 24 hours written notice to Stable.

16. Mediation

In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in mediation before the filing of any lawsuit in Superior Court of California. The parties agree to share equally in the costs of the mediation.

16.1 Waiver of Agister Lien Civil Code §3080

Owner hereby agrees and understands that said Horse(s) described in Exhibit A may be sold for the balance of board due and related costs including attorney fees and court fees after the board is forty-five days past due. Owner expressly waives all provisions of California Civil Code §3080 et al. (which provides for a court ordered sale of the Horse(s)).

There shall be public notice of the sale of said Horse(s). Stable will provide fifteen days written notice of sale of said Horse(s) to Owner at the address provided at the end of this Agreement. At the conclusion of the sale, the price paid for the Horse(s) shall be conclusive evidence for all purposes of the value of said Horse(s). Any money received by Stable in excess of the amount owed by Owner, including attorney fees and court costs of Stable, will be paid to Owner.

Owner's Signature _____



17. Attorney Fees

In the event of a default, or in the event the Stable must retain an attorney to enforce the terms of this Agreement, or litigate for any other reason, the prevailing party shall be entitled to recover its reasonable attorney fees and costs expended, in addition to any other remedies.

18. Successors and Assigns

Owner may not assign this Agreement. The terms, conditions and covenants of this Agreement shall be binding upon Owner’s heirs, personal representatives and agents.

19. Severability

The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any or all other provision(s) hereof unenforceable, invalid or illegal.

20. Governing Laws; Jurisdiction

The terms of this Agreement shall be governed by and interpreted according to the law of the State of California and the County of San Diego and shall have exclusive jurisdiction over any matter arising hereunder.

21. Incorporation of Prior/Concurrent Agreements

This Agreement and its exhibits contain all agreements between the parties with respect to any matter mentioned herein. Neither prior nor concurrent agreements nor understanding pertaining to any such matter shall be effective. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification.

22. Notices

Whenever under this Agreement a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either personally or sent by U.S. mail, postage prepaid, to the addresses below:

To Stable at:

**Rancho Santa Fe Association
Osuna Ranch
P.O. Box A
Rancho Santa Fe, CA 92067**

To Owner at:

Executed at _____ this _____ day of _____, 20 ____

“Stable”

“Owner”
