

Morning Sun Ranch, Inc.
815 Calabasas Rd.
Watsonville, CA 95076

BOARDING CONTRACT

Home Phone: _____ Work Phone: _____ Cell Phone _____
Emergency please call: _____ Email: _____

This agreement is made and entered into by and between

_____ Address: _____

hereinafter referred to as "Horse Owner", and Michael and Gina Kindscher, hereinafter referred to as "Property Owners" for board and services at *Morning Sun Ranch* located at 815 Calabasas Road Watsonville, CA, hereinafter referred to as "Stable". This is a month to month agreement, and can be terminated by either party with 30 days written notice, given on the first of the month. This agreement covers the horse(s) described below hereinafter referred to as "Horse".

Horses name: _____ Sex _____ Age _____ Color _____
Horses name: _____ Sex _____ Age _____ Color _____

The stable owner agrees to provide water, feed hay, at least twice daily, clean stalls and paddocks at least once daily, exception Sundays. The hay fed is varied with multiple choices. Horses who consume more than \$63.00 worth of feed per month will be billed for the extra at the end of each month. All stalls have an allotment of shavings, currently that allotment is \$25.50 and equal to about 6 bags of shavings. . Any extra loads will be billed at the end of each month @ \$6.50 per load or the current cost of the bags used. Please initial here _____

The stable owner will provide the following additional services and supplies for the prices indicated below:

- | | |
|--|---|
| 1. Blanket service on/off | \$60-70/month |
| 2. Blanket service on <i>or</i> off only | \$30.00/month |
| 3. Turn out, once weekly | \$7.50 barn horses/\$8.50 paddock horses/per time |
| 4. Turn out w/grooming/hooves | \$10.00 per time |
| 5. Mounted Schooling sessions | \$20.00 |
| 6. Supplemental feeding | Included in board/ \$.50- \$2.00 to medicate |
| 7. Extra shavings per load | \$6.50 per wheel barrel load |
| 8. Extra hay (price may vary) | .15 cents to 20cents per pound |

I HAVE READ THE FIRST PAGE OF THIS CONTRACT (Please initial) _____

The Stable Owner agrees that:

1. The horse owner shall be provided reasonable space for storage of tack, grain and other supplies as space permits. Please limit grain cans to two.
2. The Horse Owner shall be given (30) days notice for any change in monthly board.

The Horse Owner agrees that:

1. He/She will pay \$_____ on the first day of each month. A 10% late charge will apply for payments received after the 5th day of the month. Payment for additional services will be billed the month following the services. A \$30.00 fee will be charged to cover bank charges of returned checks, and a late charge will also be added. Please make checks payable to: *Morning Sun Ranch, Inc.*

2. A lien shall exist for all unpaid board and services in the event that the boarding fees fall more than 30 days past due. In the event that the Horse Owner fails to make a scheduled payment for services rendered, a lien will automatically be placed against the horse and any property stored at the stable. Said lien shall cover board, services rendered and other expenses arising out of the care of the horse, damages for which the Horse Owner is responsible and costs of collection including mailing of notices, and reasonable attorney's fees and may increase as additional costs and charges are incurred.

The Stable Owner upon (18) days written notice mailed to the Horse Owner's last known address, may keep or sell the Horse and property for balances owed. The Horse Owner may prevent said sale by bringing current all past due amounts.

3. The Horse Owner agrees to provide regular, routine care of their horse, which will include hoof care, proper exercise and veterinary care. Failure to do so will cause Stable Owner to have these services provided for the horse as set out on page 3, item #11.

4. The Horse Owner agrees to abide by the stable rules, a copy of which is always posted.

5. LIMIT OF LIABILITY

- a. The Horse Owner agrees to assume all risk, liability, damage to and loss of property for any cause whatsoever arising out of boarding and use of stable facilities.

- b. The Horse Owner agrees to Hold Harmless and indemnify the Stable Owner against any injury, damage to personal property, or any other loss sustained by the Horse Owner and by or to any relatives, children, guests or handlers and any and all other persons entering and or using the stable.

I HAVE READ PAGE TWO OF THIS CONTRACT (Please initial) _____

- c. The Horse Owner understands that he/she is using the Stable at his/her own risk at all times and he/she agrees to assume all responsibility for any other persons on Stable property arising out of the Horse Owner's boarding at the stable.
 - d. The Horse Owner agrees to provide a Hold Harmless agreement for all relatives, children, or other guests who may frequent the stable as a result of the Horse Owner's boarding at the stable, as well as him/herself. No hand written notes will be accepted.
6. The Horse Owner shall be responsible for any and all damage to the stable, horses or personal property of others arising out of the use of facilities by Horse Owner and any other persons on stable property arising out of the Horse Owner's boarding at the stable as well as for damages caused by the horse beyond normal wear and tear. The Horse Owner will be billed for chewed and kicked boards, holes kicked in walls and any other damage caused by the horse.
 7. The Horse Owner agrees to give Stable Owner (30) days written notice prior to removing horse from *Morning Sun Ranch*. No prorations will be made. Stable Owner may request Horse Owner to vacate with (10) days for reasonable cause, such as dangerous behavior that would affect others.
 8. If you decide to put your horse in training and or take him out for a length of time, full board minus the cost of feed will be due. If you do not wish us to hold the stall then refer to item #7.
 9. Independent trainers are not allowed on the property, there might be some exceptions with prior approval.
After approval, they will need to provide proof of liability insurance and pay an arena fee of \$25.00 per lesson.
 10. No alterations or modifications shall be made to stable facilities or equipment without prior consent.
 11. If Stable Owner has reason to believe Horse should require the services of a Veterinarian, reasonable attempts will be made to contact the Horse Owner. If the attempts fail, Stable Owner is hereby authorized as agents for Horse Owner to call Dr. _____ D.V.M. or my Farrier _____. If they are not available and it is an emergency, any licensed Veterinarian or Farrier will be called. Any fees incurred by said Vet or Farrier shall be the exclusive responsibility of the Horse Owner as well as fees due the Stable Owner for the handling of the horse.

I have read and understand the above contract, and I have received a copy of the stable rules and a separate Hold Harmless agreement and I agree to all terms and conditions specified in both documents.

Horse Owner _____ Date _____