

BOARDING AGREEMENT

THIS AGREEMENT is entered into between WILLOW CREEK STABLES, LLC, a California Limited Liability Company (hereinafter "WCS") and the party listed below (hereinafter "PARTY") and is effective the date that it is signed by PARTY.

1. Location of Stabling. PARTY shall stable horse(s) at WCS. The number of stalls/horses is stated below:

<u>Location</u>	<u>Monthly Fee Per Stall</u>	<u>No. of Stalls/Horses</u>
Pipe Corral	\$ 825	_____
Mare Motel	\$ 925	_____
Regular Barn Stall	\$ 975	_____
Large Barn Stall	\$ 1025	_____
Palace	\$ 1125	_____

For each horse that will be boarded at WCS please provide the following information:

<u>Name</u>	<u>Age</u>	<u>Color</u>	<u>Sex</u>	<u>Insurance Carrier</u>	<u>Policy #</u>	<u>Phone #</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Each stall shall be occupied by only one horse. Turnouts shall be occupied by no more than one horse, unless approved by management. Should PARTY bring in at any time more than the number of horses set forth herein, it shall be PARTY's responsibility to notify WCS immediately upon arrival of the new horse(s) and pay the cost of boarding the additional horse(s). WCS reserves the right to change PARTY's board location, in its sole discretion.

2. Boarding Fees. Upon execution of this Agreement, or on or before _____, 20____, PARTY shall pay to WCS the sum of \$_____. The monthly fee set forth herein is due and payable on the 1st day of each month. The boarding described herein is on a month-to-month basis. All payments are in U.S. Dollars and must be timely; that is, they must be received by WCS no later than ten (10) days following the due date. Partial month's boarding shall be on a prorated basis based upon the number of days boarded in a standard 30-day month. In addition to the rate herein, PARTY shall pay a security deposit of \$_____. WCS reserves the right to increase boarding charges, finance charges, and security deposit requirements by giving thirty (30) days' written notice to PARTY.

3. Feed, Facilities, and Special Instructions. Unless otherwise specified herein, WCS will keep, maintain, and clean the stalls, turnouts, pens, and arenas. WCS staff will feed the horses hay in the morning and late afternoon/evening. At the request of PARTY, WCS has been instructed to provide the following in addition to the normal and reasonable care and maintenance that WCS provides. Fees set forth below shall be added to the boarding fees set forth in Section 2 and are due and payable pursuant to the same time schedule set forth therein.

Special Instructions: _____

Additional Amount Charged: \$ _____

4. General Terms and WCS Rules. Attached hereto and made a part hereof is WCS Rules and Regulations. PARTY, and anyone accompanying them at any time, agrees to strictly abide by all of the rules and regulations at all times while at WCS. Except for normal wear and tear, PARTY is responsible for any damage that they, their horse(s), or anyone accompanying them causes to the WCS premises. PARTY is solely responsible for all of its employees, agents, assigns, guests, equipment, tack, vehicles, and personnel. At the termination of this contract, PARTY shall contact a representative of WCS one week prior to the termination of this Agreement, and the parties shall jointly inspect the premises. Within seven (7) business days of PARTY vacating the premises, WCS shall refund the deposit and account to PARTY for any sums retained for repairs or clean up.

5. PARTY Assumes All Risk. PARTY assumes all risk of loss, sickness or injury to all persons, property, and the boarded horse(s). Prior to arrival at WCS, PARTY shall provide to WCS proof of current tetanus, sleeping sickness, and influenza vaccinations. A current negative Coggins test is required for all horses arriving from out of state. PARTY shall make sure that its horse(s) are properly cared for, treated, fed, and watered. PARTY is responsible to insure or safeguard its horse(s), tack, vehicles, trailer(s), equipment, and guests against any accident, fire, theft, loss, or injury of any nature or kind, and PARTY shall indemnify, defend, and hold harmless WCS from any loss, claim, damages, liability, personal injury, or expense of any nature or kind arising out of or in any way related to this Boarding Agreement, for damage to persons, animals, or property by reason or condition of being on the WCS property and appurtenant areas. This indemnity is specifically intended to be a broad indemnity and hold harmless agreement to ensure that WCS shall not be responsible for any claims of PARTY or anyone associated with them. PARTY and any of their guests or attendees shall execute the Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement, which is also incorporated herein by reference.

6. Emergency Care. WCS agrees to attempt to contact PARTY should WCS feel that veterinarian treatment is needed for PARTY's horse(s). If WCS is unable to contact PARTY, WCS is authorized by PARTY to secure emergency veterinarian and blacksmith care required for the health and wellbeing of said horse(s). All costs for such care shall be paid by PARTY within ten (10) days from the day PARTY receives notice thereof, and WCS is authorized to arrange direct billing to PARTY.

7. Right of Lien. PARTY is on notice that WCS has a right of lien, as set forth in the Livestock Service Lien laws of the State of California, pursuant to California Civil code §§ 3080-3080.22, for the amount due for the board, care, and keep of such horse(s). WCS shall have the right to retain said horse(s) until the amount of any indebtedness is paid in full.

8. Ownership. PARTY warrants and represents that they own and/or have the legal right to possession of said horse(s) and that there are no liens, express or implied, against the horse(s).

9. Termination. Either PARTY or WCS may terminate this boarding agreement with 30 days written notice. On the last day of boarding, PARTY shall remove all tack, horse(s), personal property and equipment, and return the premises in the same condition as when received.

10. Miscellaneous. PARTY agrees to respect the rights of privacy of all people who live on the WCS premises and to treat all WCS personnel and other boarders with respect. This is the entire agreement between the parties and may only be amended in writing, signed by all the parties. California law shall govern this Agreement. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to attorney fees and costs. This Agreement may not be assigned or transferred without the express written consent of WCS. This Agreement may be signed and transmitted by facsimile or electronic mail, and the signature(s) and initials shall be deemed for all purposes originals.

PARTY signing acknowledges that they have read, understood, and have authority to enter into this Agreement and have executed it on the dates written below.

DATED: _____
Authorized Signature of PARTY

Name: _____

Address: _____

Telephone: _____

Email: _____

Emergency Medical Care:

Veterinarian: _____

Address: _____

Telephone: _____

Email: _____

WILLOW CREEK STABLES, LLC

WILLOW CREEK STABLES' GOAL IS TO MAINTAIN A HEALTHY, SAFE, AND CLEAN ENVIRONMENT FOR STAFF, BOARDERS, GUESTS AND ANIMALS. THEREFORE, THE FOLLOWING RULES AND REGULATIONS APPLY WHILE ON THE PROPERTY:

- No smoking is allowed on premises.
- No alcohol permitted around horses.
- Helmets must be worn at all times when mounted.
- All dogs must be leashed.
- No jumping horses without trainer's supervision.
- Always let someone know when you are going out to ride.
- Do not startle, scare or chase a horse for any reason.
- Please help keep all areas clean and free of trash as litter can startle horses.
- When using public facilities such as the rec room or bathrooms, please help out by leaving the areas clean.
- No overnight stays or overnight parking.
- Motor vehicles and trailers shall only be parked in designated areas.
- When not in use, please put tack away in your tack room.
- Willow Creek Stables shall not be responsible for any theft, lost, damaged, or vandalized property.
- Wash horses only in wash rack areas.
- Please scoop up after your horse in the cross ties and between your stall and the cross ties.
- Please report any suspicious or unauthorized persons.
- No fighting, bullying, or harassing of anyone.
- All boarders and guests must sign a release form before going onto the property.

IT IS EACH PERSON'S RESPONSIBILITY TO BE FAMILIAR WITH THESE RULES.