



OWNER/BOARDER NAME: _____

HORSE'S NAME: _____

Spirit Equestrian, LLC ("Stables") and Horse Owner ("Boarder") hereby agree as follows:

1. Boarder has personally inspected the facilities and operation of the Stables and has found such to be maintained and operated in a safe manner, free from defects and suitable for the boarding of horses owned by Boarder.
2. The Stables shall provide enclosure, basic feed, stall cleanings, bedding and fresh water for boarded horses.
3. Boarder agrees to pay boarding fees of **\$800.00** per month per stall to Spirit for the services referenced above. **Fees are due on the 1st of the month.** Boarder agrees to pay \$50.00 per stall late fee if payment is received after the 7th of the month. If Spirit does not receive payment by the 20th of the month the Stables has the right to vacate the stall with 10 days notice to the Boarder. Fees are subject to change provided 10 days notice is provided to Boarder. A security deposit of one month's board shall be required for every horse.
4. Boarder understands that California Law (California Civil Code §3080) provides that stables engaged in the business of boarding horses have a possessory lien on the horses it boards to secure payment for its services. Section 3080.02 of the California Civil Code also permits stable lienholder to sell animals when Boarder is in arrears in payments, but only after judicial authorization, judgment or the consent of Boarder. Boarder hereby waives those provisions of California Civil Code § 3080.02 and hereby grants authority to Stable to sell any horse owned by Boarder which is more than 60 days in arrears in payment of boarding fees, upon 10 day written notice without any requirement that stable seek judicial authorization of any kind prior to sale. Boarder irrevocably waives any rights it may have under California Civil Code § 3080, except that Stable shall be required to provide Boarder with 10 days written notice of its intent to sell Boarder's horses for which payment of boarding fees is 60 days in arrears.
5. Boarder assumes all risk of loss by sickness or injury to Boarder's horse. Boarder is responsible for all veterinary and farrier services. Boarder is responsible for all contracted services including blanketing care, turnout, and other related services. Payment for these services are due with boarding fees per Section 3 above.
6. Boarder assumes all risk of loss for tack, equipment or any other property owned by Boarder while on Stable property. Boarder understands it is the responsibility of the Boarder to provide insurance for injury to the Horse or for risk of loss of personal property.
7. Owner acknowledges that the Stables highly encourages riders and guests to use safety equipment, including but not limited to, helmets and riding gear.
8. It is the Boarder's responsibility to maintain current phone numbers and emergency contact information with the Stables. All updates shall be made in writing to Spirit Equestrian, 7202 Balcom Canyon Road, Somis, CA 93066. Emergency information sheet shall include all persons or entities who have authority to make decisions regarding the care of Boarder's horse if the Boarder is unavailable.
9. In the event of sickness or injury to any Horse, Boarder hereby agrees authorizes the Stables to use Emergency Information in Item 8 to obtain decisions regarding care of Boarder's horse. In the absence of Boarder, Boarder's agent, and Boarder's Emergency Contact names, Boarder authorizes Spirit to take reasonable steps to administer whatever medical, veterinary, or other service deemed appropriate in the sole judgment of the Stables. Boarder agrees to pay cost of all care, services and transportation provided to treat Boarder's horse. Boarder agrees that said charges shall create a valid lien on the Horse until paid in full.
10. Boarder agrees to abide by all posted and written rules and policies of the Stables, which are subject to change without notice. Violations of Stables rules are grounds for Stables to request Boarder to vacate stalls and forfeit rent.

11. Boarder acknowledges that all guests, including spectators, must sign Release and Waiver forms prior to use of the facilities.
12. Any damage to stalls, enclosures or other spirit property caused by the horse or owner beyond regular wear and tear will be charged to the owner. Example: ruptured or distorted walls from kicking.
13. This agreement is automatically renewed each month unless written notice is provided to the other party within 10 days of month end. No refunds for horses leaving facility during the month.
14. If any provision of this agreement is deemed unenforceable the remaining provisions shall remain enforceable.
15. The parties hereto agree that, except as expressly provided in paragraph 4 hereof, that California Law shall govern this agreement. Any prevailing party in this action regarding this agreement shall be entitled to reasonable attorneys' fees and costs of suit.
16. This agreement, and the General Release and Indemnification Agreement, shall constitute the entire agreement between the parties. These agreements may only be amended or modified by written instrument.

SIGNATURES OF PARTIES

BOARDER

Name _____

Address _____

Phone Numbers H _____, W _____, C _____, Email _____

Driver's License Number _____

Executed at _____ (city) _____ (state) on _____ (date).

Signature

Printed Name

SPIRIT EQUESTRIAN, LLC

Signature

Printed Name

Title

Executed at _____ (city) _____ (state) on _____ (date).