

**FILLMORE EQUESTRIAN CENTER
BOARDING AGREEMENT**

308 Chambersburg Road
Fillmore, CA 93015

(Please read carefully before signing)

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and between CowboyCO, LLC, a limited liability corporation and operator of the Fillmore Equestrian Center, hereinafter referred to as "Stable" and, _____ hereinafter referred to as "Owner". These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERM, AND LOCATION

Owner acknowledges and accepts those terms set forth in the rate schedule, attached and referred to as Exhibit "A", applicable on the date above as issued by Stable. Payment shall be issued in advance. Owner agrees to pay Stable on delivery of Horse, and on or before the 1st day of each month that this Agreement is in effect, the amounts listed on the attached rate sheet, or latest revision thereof, as, and for, the cost of horse boarding, plus any additional *services*, including feeding and maintaining the stall or corral in which the Horse is located, veterinary, medical and/or farrier expenses. Any payment received later than the 7th of each month shall be subject to a late penalty fee as set forth in the rate sheet attached hereto as Exhibit "A".

In the event that any subject animal that is the subject of this Agreement is removed from the premises for any reason and returned, this Agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to refuse the continuation of board of any horse(s) for any reason, including but not limited to: horse's poor health or unsoundness; dangerous propensities, habits and/or vices; Owner's refusal to obey stable rules (attached hereto as Exhibit "C") or to cooperate with Stable on reasonable requests relating to the management, welfare and safety of animals and people on premises; and the discontinuation of the business of boarding of horses. Should Stable elect to exercise this right, Stable shall give Owner 14 days' written notice to remove boarded horse(s) from the premises. Owner shall be solely responsible for removing the horse immediately upon receipt of said notice and for payment of all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon payment of all fees.

The boarding fee is due upon the first day of the month. In the event said payment is overdue by thirty (30) days from the first day of the month, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of California.

The stable reserves the right to determine where all stalls, corrals, barns, or any other property will be placed at the facility. The stable will make the sole determination for property placement, when property must be moved, and whether or not property should remain at the facility.

2. DESCRIPTION OF HORSE(S) TO BEBOARDED

Owner agrees to submit a fully complete Owner Information Sheet, attached as Exhibit "B", for each horse boarded at the time of execution of this Agreement. The terms and conditions set forth in this Agreement shall be applicable to each and every animal.

3. FEED AND SERVICES

Stable agrees to provide adequate facilities for normal and reasonable care required to maintain the health and well-being of the animal(s). Owner acknowledges Owner has inspected the facilities and finds them in safe and proper order. The standard services to be provided herein and the charges therefore are as stated in the rate schedule (Exhibit "A") and are subject to change at the Stable's discretion. If the Owner chooses to feed their horse and clean their corral Owner acknowledges and agrees that Owner has the sole responsibility to feed and water each horse at the Stable and to provide all of the care and maintenance needed for each horse and the area used by the Owner.

4. RISK OF LOSS AND STANDARD OF CARE

During the time that the horse(s) is/are in the care, custody and control of the Stable, Owner agrees to RELEASE, DISCHARGE, HOLD HARMLESS AND PROMISE NOT TO SUE CowboyCO, LLC, or its officers, agents, or employees or the City of Fillmore or its officers, agents, or employees for any bodily injury including death and property damage the Owner, Owner's family members or Owner's guests may sustain on the Stable premises, including the theft, loss, damage, or disappearance of personal property or belongings; any sickness, disease, estray, theft, or death or injury which may be suffered by the horse(s), including the theft of said horse(s); or any other cause or action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s). This includes, but is not limited to, all bodily injury and property damage against Stable including those arising out of negligence on the part of the Stable, its agents and/or employees.

Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

The Owner fully understands that Stable does not carry any insurance on any horses not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine medical and mortality insurance be obtained applicable to the subject horse(s) by *Owner*.

THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

IN NO EVENT SHALL STABLE BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY. IT IS RECOMMENDED THAT OWNER OBTAIN EQUINE INSURANCE FOR ANY ANIMALS AT OWNER'S EXPENSE. OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE STABLE WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

5. EMERGENCY CARE

Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency, veterinary, farrier, and blacksmith care required for the health and well-being of said horse(s). All costs of such care required for the health and well-being of said horse(s) shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as

Owner's agent, to arrange direct billing 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, UNLESS STABLE IS INSTRUCTED IN WRITING HERewith OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Stable of any and all changes of address, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or will be otherwise unavailable, prior to departure, Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

6. LIMITATION OF ACTIONS

Any action or claim brought against Stable with regard to this Agreement must be brought within two (2) months of the date such claim or loss occurs. It is a material inducement for Stable to accept Owner's horse(s) that Owner intends and agrees to this private limitation of actions.

7. SHOEING, WORMING, AND MEDICAL

Each horse to be boarded shall enter the premises free from transmissible diseases, and must be effectively wormed, and current on immunizations, tetanus and rabies. Owner represents and warrants that horse(s) is/are healthy and current with distemper, tetanus, influenza/rhino, sleeping sickness, worming and other required vaccinations. Owner acknowledges that Owner shall be responsible for worming, vaccination and shoeing costs. The Horse(s) must be current on all inoculations and dewormings BEFORE ARRIVING AT the Stable as evidenced by a current Veterinary Certificate. Horse(s) not accompanied by a current Veterinary Certificate will be vaccinated and/or wormed upon arrival at the expense of horse Owner.

To be considered current the Veterinary Certificate must have been issued within thirty (30) days prior to horse(s) arriving at Stable.

Owner agrees to provide Stable with all health records with regard to the horse(s) and Owner agrees to have the horse(s) wormed and vaccinated on Stable's regular schedule and, in the event same is not accomplished and proof of same presented to Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but is not obligated to do so; such expense for same shall be the obligation of Owner, and upon presentation by Stable of the bill for services rendered, including service charges, such bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

8. OWNERSHIP-COGGINS TEST

Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon request. If Owner is leasing the horse, including acquiring the horse via lease to own, Owner warrants that _____ is the Owner of the horse.

9. CHANGES OR TERMINATION OF THIS AGREEMENT

It is agreed by the Parties that this Agreement may be changed or terminated by Stable upon seven (7) days notice. All notices must be issued in writing unless otherwise agreed upon by the Parties. The

receipt of updated rate schedules shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

10. RULES AND REGULATIONS

Owner shall abide by all rules and regulations promulgated by Stable, whether now in effect or as later adopted, and shall comply with all laws, ordinances and government regulations. Owner hereby acknowledges receipt of the current rules, which are set forth in Exhibit "C". Owner agrees he and his family, guests and invitees will be bound and abide by these rules, and accepts responsibility for the conduct of his family, guests and invitees according to these rules. Stable may revise these rules from time to time and Owner agrees any revision shall have the same force and effect as current rules. Failure, as determined in Stable's sole discretion, of Owner or Owner's guests and invitees to abide by rules may result in Stable declaring Owner in default hereunder and result in termination of this agreement.

In the event someone other than the Owner shall call for the horse(s) such person must have written authority signed by Owner to obtain said horse(s).

11. RIGHT OF LIEN

The Owner is given notice that the Stable has a right of livestock, stableman's, and/or agistor's lien as set forth in the California Civil Code, §§ 3080 et seq., for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. Stable also has the right to demand that all indebtedness be paid in cash, cashier's check or money order. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated value of the horse(s). Stable shall have the right to retain the horse(s) and other property belonging to Owner until the amount of said indebtedness is discharged or the Stable forecloses on the lien and may sell the horse(s) and property as allowed by applicable law to satisfy the debt owed to Stable. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs and other related expenses for which a minimum charge of \$250.00 will be assessed.

12. PROPERTY IN STORAGE ON STABLE'S PREMISES.

Stable shall not be responsible for the theft, loss, damage or disappearance of any tack, equipment or other property stored at Stable or otherwise on the premises, as same is stored at Owner's risk. Stable shall not be liable for the theft, loss, damage or disappearance of any tack or equipment taken to horse shows or clinics. No vehicles may be stored upon the premises other than as set forth in the following sentence. Upon approval by the Stable of a location to store a stock or horse trailer that is registered with the State of California to the Owner and in good working condition, the Owner may store one such trailer on the premises in the location approved by the Stable.

13. ENTIRE AGREEMENT

This Agreement represents to entire agreement between the Parties. No other agreements, promises or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This Agreement is made and entered into in the State of California, and shall be enforced and interpreted in accordance with the Laws of said State.

14. ENFORCE ABILITY OF CONTRACT AND SEVERABILITY.

In the event one or more parts of this Contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

15. ATTORNEY'S FEES

If a suit is brought to enforce the terms of this Agreement, the Owner will pay all attorney's fees and costs incurred by the Stable in defending such an action.

OWNER

Signature: _____ Date: _____

Name: _____

Address: _____

City: _____ - State: _____ Zip: _____

Telephone: _____ Email: _____

STABLE

By: _____ Date: _____

Name: _____

Exhibit A

RATE SHEET FOR EXISTING BOARDERS (BEFORE 5/1/2016)

If you own your own panels renting a barn is \$90/month.

Renting only a stall with no barn is \$100/month.

Renting a stall with a barn is \$110/month.

Renting a stall larger than 24' x 24' is \$115/month with a barn.

Applies to those Boarders who “own their barns, stalls, corrals” - Empty and For Sale stalls offered for sale shall continue to pay appropriate boarding fees in the amount of \$90/month (or \$100/month as of 1/1/2017) after a 7 day grace period. Panels/barns may be offered for sale to the Stable, but may not be sold to other boarders at the Fillmore Equestrian Center to remain on the grounds.

Rental fees for stalls/tack rooms are paid in advance for the coming month and are due by the 1st of each month. Upon execution of the Boarder Agreement first and last months' rent will be due and payable.

Accounts are considered delinquent if not received by the 7th of each month. Late fee are assessed as follows:

1st Late Fee - \$25.00

2nd Late Fee -
\$50.00

3rd Late Fee – Cause for eviction

Payments are to be made by check payable to the CowboyCO. Receipts MUST be obtained for any cash payment.

Any Check returned for “Non-Sufficient Funds” (NSF) must be replaced immediately by cash, money order or cashier's check and a \$25.00 service fee must also be included.

On and After January 1, 2017, all existing boarders will be charged \$100/month per horse. There will no longer be a \$90/month per horse fee if the owner owns corral panels at the facility.

On and After January 1, 2017, all boarders who feed their own horses and clean the manure from their own horse's corral, those who have 'dry stall' horse boarding, may continue to do so. However, they must care for their own horse or on a co-op shared basis with other owners at the facility. Other parties may not perform these functions, except on an emergency basis.

Existing boarders can choose to have the stable feed and clean their horse's corral for a service fee of \$165/month. Cost subject to cost of feed.

Exhibit A

RATE SHEET FOR NEW BOARDERS (AGREEMENT SIGNED ON OR AFTER 5/1/2016)

Boarders who sign an agreement on or after 5/1/2016 may not place their own corrals, sheds, or barns at the facility. These boarders will use City owned equipment.

Board fee in a 24'x24' corral is \$100/month.

Board fee in a 24'x48' corral is \$125/month

Boarding in either size corral includes a tack locker.

All New Boarders will be required pay a service fee to the stable for feed and stall cleaning. The service fee will be \$165/month per horse. Cost subject to cost of feed. The stable may waive the service fee and allow the horse boarding to be 'dry stall' on a case by case basis, at the stable's sole discretion. If the horse boarding is 'dry stall' the owner must perform feeding and cleaning for their own horse. Other parties may not perform this function except in an emergency.

The above fees do not include barn space. Barn space is available on a limited basis, at Stable's sole discretion.

Rental fees for stalls/tack rooms are paid in advance for the coming month and are due by the 1st of each month. Upon execution of the Boarder Agreement first and last months' rent will be due and payable.

Accounts are considered delinquent if not received by the 7th of each month. Late fee are assessed as follows:

1st Late Fee - \$25.00

2nd Late Fee - \$50.00

3rd Late Fee – Cause for eviction

Exhibit B

OWNER INFORMATION SHEET

For each horse this agreement pertains to please provide the following information:

Owner's Name: _____

Email Address: _____

Phone Number(s): _____

Address: _____

Horse's Name: _____

Age: _____

Height, Color & Markings: _____

Insurance Company, Policy # and Claims Line #: _____

Estimated Value upon arrival: _____

Registrations: _____

Any organizations the Owner is a member of: _____

If Owner is not the sole owner of the horse, the name and number of the Owner: _____

Name and phone number of the horse's regular farrier: _____

Name and phone number of the horse's regular Veterinarian: _____

Name & number for any persons other than yourself authorized to handle your horse(s) in your absence
(they must complete waiver form): _____

Emergency contact name and number: _____

Exhibit C

- Courtesy, cooperation, and respect. This rule applies to all tenants in their dealings with Management and other boarding tenants.
- Vehicle speed limits will be enforced - it is expected that all traffic remain at 5 mph or below. Please do your part in helping to enforce this rule for the protection of your animal and others.
- Personal trash from off-site may not be brought to the Center and dumped either in the dumpsters or on the levies.
- Landscaping and weed abatement is the responsibility of each boarding tenant around its corrals, Management for help in removing collected piles of landscape debris.
- Cleaning of corrals is required daily.
- Dumping of manure is to be done in an orderly fashion in the manure collection areas (there are four), and please dump new manure on top of, or next to, any previously existing manure pile – do not spread it out in separate piles.
- Do not add any other material to the manure piles. No trash, bottles, bailer strings, or landscape debris should be added to the manure piles.
- All dogs should be kept under complete control on a leash at all times or they are prohibited.
- Children under the age of 16 must be accompanied by an adult while on premises,
- Use of the turnout arenas, round-pen, wash-racks, and the main arena is on a first come first serve basis. A twenty-minute time limit will apply when other boarders are waiting for a turn. Turnouts are not allowed in the roping area.
- All boarding tenants must remain with their horse (near the arena) when using the turnout arenas. Under no circumstances shall a tenant leave the site when their horse is turned-out.
- Guests wishing to use the facilities must be guests of an actual boarding tenant and may only do so with prior permission from Management and after signing a liability release form. No exceptions.
- Professional Trainers (self-insured only) wishing to give lessons may only do so with our boarding tenants. No training arrangements are available for non-boarders without first obtaining permission from Management.
- All persons must be under the supervision of a trainer to jump fences of any height.
- No climbing on trees, fences, or hay bales.
- Always have a halter and lead rope on you horse when the horse is out of the stall.
- Do not tie horses to gates or any objects that might come loose. Do not turn out horses with halters on.
- Do not leave the facility while a horse is turned out.
- Vehicle traffic on the levies is strictly prohibited.
- Gates open at 6:00 am and close at 9:00 pm. Special needs beyond this time must be explained and approved on an individual basis by Management. Not all requests will be approved but Management will do its best to accommodate critical circumstances.
- All stock and horse trailers are subject to being moved, repositioned, or vacated from the site for any reason. If you have a stock or horse trailer on the premises (only approved trailers are authorized for storage on the premises) it is your responsibility to keep the area around it clean and free of weeds and to keep the trailer licensed for use on public roads.
- Drugs and alcohol may not be brought onsite.
- Safety is paramount. All tenants are to enjoy their equestrian experience in a safe and sane manner, both for themselves, and for the boarding public as a whole.
- Water image is critical. The animals come first, then landscaping. Please limit your extra use of water to small landscaping only (even if you're paying for empty space). Heat-of-the-day watering is not advised. Please avoid watering landscape at feeding times as too many open faucets may cause a system failure.
- Washing of cars or trailers is strictly prohibited.
- You are solely responsible for the security of items within the space that you rent.

- Please help ensure the security of the facility from unnecessary intrusions by those not associated with the site.
- Please report all complaints, suggestions, disputes, or other issues to the Center Management, or to City Hall, or to both.
- ASTM-certified helmets are required to be worn at all times for anyone under 18 while onsite.
- Lunging is allowed in all arenas, turnouts only in 2 arenas (as indicated at the arenas) and in the round pen to the extent that the lunging does not interfere with the riders. The roping arena is used primarily for riding but lunging may occur in the roping arena if it will not interfere with other riders. Riders always have priority, 20 minute limit on turnouts.
- Obstacles may be brought into the arenas but must be removed when you are finished with them.
- Lights may be used in the arena at a cost of \$10/hour.
- The mistreatment of animals will not be tolerated. Any instance of abuse should be reported to the Stable Manager as soon as possible. If the abuse occurs after regular business hours, the Fillmore Police Department should be contacted.
- We define “abuse and cruelty” on the same basis as the USEF. The following acts are included under the words “Cruelty” and “Abuse but are not limited to thereto:
 - Excessive use of a whip or crop on any horse in a stall, runaway, schooling area, or elsewhere on the grounds by any person.
 - Rapping the legs of a horse with the butt end of a riding crop or other implement. Use of any substance to induce temporary heat or other than for medical purpose.
 - Manual poling with any object other than bamboo pole.
 - Use of a wire or chain in conjunction with any schooling jump. Use of an electric device in schooling.
 - Use of shackles (not to be construed as rubber or elastic exercising devices.)
 - Working a horse with a raw or bleeding sores around the coronets, pasterns or legs.
 - Inhumane treatment of a horse in a stall, runaway, schooling area, or elsewhere on the grounds, by any person.
- The Fillmore Equestrian Center reserves the right to call in a qualified veterinarian, at the expense of the owner, in case of abuse or mistreatment.
- The Fillmore Equestrian Center reserves the right to determine if a horse has been “abandoned” in its stall and is not being exercised at a minimum of three turnouts a week or three hand walks a week. The Owner will be notified in writing to meet these minimum exercises requirements.
- Abuse of animals will be cause for removal from the Fillmore Equestrian Center, revocation of access privileges, and could result in criminal prosecution.
- No horses are to be removed from the Stable after hours without prior consent.
- This list of rules is subject to change, and it is not all-inclusive. Management, for example, may find instances where intervention is necessary regarding issues not found on this list. Boarder cooperation is expected under all circumstances.

Telephone Numbers for Center Management:

- Amy Obringer 805-368-3682
- Chris Obringer 805-791-7919