

SUNNYSIDE STOCK FARM LLC

HORSE BOARDING AGREEMENT

Ranch Location/Contacts:

5682 Sweetwater Road
Bonita CA 91902
(619) 339-2829 Facility Manager
(619) 370-5542 Ranch Manager

BUSINESS OFFICE:

5682-B Sweetwater Road
Bonita, CA 91902
(619) 434-3812
9 A.M. - 1 P.M. MON. – FRI.

THIS AGREEMENT, dated _____, 20____, is made between SUNNYSIDE STOCK FARM LLC, hereafter referred to as "RANCH", and _____, hereafter referred to as "OWNER", of the below described HORSE(s).

NAME: _____

ADDRESS: _____

HOME PHONE: _____ CELL PHONE: _____ EMAIL _____

PLEASE PRINT CLEARLY)
 YES (I would like electronic invoicing)
 NO (I do NOT want electronic invoicing)

1. FEES , TERM AND LOCATION: In consideration of \$____/ea per month, to be paid by the OWNER on or before the fifteenth (15th) day of each month, the RANCH agrees to board described HORSE(s) at 5682 Sweetwater Road, Bonita, California 91902, commencing _____, **20**____, on a month-to-month basis. The first month's fee is due at the time of execution hereof.

NOTE: Late charge of ten (10) percent will be assessed for payments not received or post-marked by 15th of each month.

2. DESCRIPTION OF HORSE(S):

Registered Name: _____ Barn Name: _____
Breed: _____ Mare__ Gelding __ Age: ____ Color: _____
Registered Name: _____ Barn Name: _____
Breed: _____ Mare__ Gelding __ Age: ____ Color: _____

3. FEED & FACILITIES: RANCH agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the HORSE(s). RANCH will provide:

Stall(s): _____ Corral(s): _____ Corral(s) With Run: _____
Trailer Storage: _____ Special Feed: _____
Other: _____

4. FACILITY USAGE: Arenas & lunge pens should be used as per posted signage.

5. GROOMING/EXERCISE: It is expressly understood that OWNER is solely responsible for grooming and exercise of the HORSE(s), unless special arrangements are make with RANCH management.

6. SPECIAL INSTRUCTIONS: Include all know vices of HORSE(s) and arrangements for farrier, regular veterinary care, etc.): _____

Veterinarian _____ Phone: _____ Farrier: _____

7. RISK OF LOSS: During the time that the HORSE(s) are/is in the custody of RANCH, RANCH shall not be liable for any sickness, disease, estray, theft, loss of use, death or injury which may be suffered by the HORSE(s), or any other cause of action whatsoever arising out of or connected in any way with the boarding of said HORSE(s) on RANCH'S premises.

OWNER fully understands that RANCH does not carry insurance on any horse including, but not limited to, injury, theft or equine mortality insurance, and that all risks connected with boarding or any or any other activity or occurrence for which the HORSE(s) are/is in the possession of and on the premises of RANCH, are to be borne by OWNER.

RANCH does not carry insurance for OWNER'S personnel property kept on RANCH premises and is not responsible to any loss or damage thereof.

8. HOLD HARMLESS: OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury to or caused by said HORSE(s) to any person or property including loss or damage of personal property, and agrees to pay any legal fees and/or expenses incurred by RANCH in defense of such claims.

9. EMERGENCY CARE: RANCH agrees to attempt to contact OWNER should RANCH feel that medical treatment is needed by said HORSE(s), but, if RANCH is unable to contact OWNER within a reasonable time under the circumstances, RANCH is then authorized to secure emergency veterinary care required for the health and well-being of said HORSE(s). All costs of such care secured shall be paid by OWNER within fifteen (15) days from the date OWNER receives notice thereof, or RANCH is authorized, as Owner's agent, to arrange direct billing to OWNER.

10. OWNERSHIP/HEALTH OF HORSE: OWNER warrants that he/she owns said HORSE(s) and that HORSE(s) are/is in good health, and that there are no liens or other encumbrances, express or by law, outstanding against said HORSE(s). RANCH reserves the right to refuse admittance of HORSE(s) for health reasons.

11. Ranch may require a current health certificate before the horse is received by the Ranch. Additionally, the Ranch may reserve the right to place an incoming horse in "Quarantine" until said health certificate is required by Ranch.

12. ASSIGNMENT: This agreement cannot be assigned by the OWNER without express written consent of RANCH.

13. TERMINATION: Either party may terminate this agreement upon thirty (30) days written notice.

14. RIGHT OF LIEN: The OWNER is put on notice that the RANCH has a right of lien, as set forth in the law of the State of California, for the amount due for the unpaid board and keep of such HORSE(s), and has the right to retain HORSE(s) until the amount of such indebtedness is discharged, or may otherwise proceed to sell said HORSE(s) in accordance with California Civil Code 3080.01 et.seq.

15. VENUE: The parties hereto agree that the proper venue for all disputes which may arise under this agreement is San Diego County, and all disputes shall be governed by the law of the State of California. In any event the parties agree that disputes will be handled in accordance with guidelines established by the State of California.

16. RENEWAL OF AGREEMENT: This agreement is renewable automatically from month-to-month, unless written notice is given by either party as per Point 12 above.

17. ALCOHOLIC BEVERAGES: It is understood that consumption of alcoholic beverages or controlled substances including non-prescription drugs are strictly prohibited on Ranch property.

18. NOTIFICATION/RELEASE/USE: Should OWNER desire that RANCH release said HORSES(s) to a third party, the OWNER must provide to RANCH his/her written consent of said, "RELEASE and ASSUMPTION of ALL RISK AND LIABILITY" form will give possession of said HORSE(s) to the third party. If HORSE(s) is/are to be handled or ridden by a third party, they must also sign a "RELEASE and ASSUMPTION of ALL RISK AND LIABILITY" form before undertaking the activity.

19. DOGS: Boarders' dogs are allowed on ranch premises only when leashed. Dogs are not to be left unattended.

20. CHILDREN: Children, defined herein as an individual under sixteen (16) years of age, must always be under the direct supervision of parent or legal guardian.

EXECUTED IN BONITA, CALIFORNIA, THIS ____ DAY OF _____, 20____.

OWNER'S SIGNATURE: _____

RANCH/SUNNYSIDE STOCK FARM, LLC

BY: _____

RELEASE AND ASSUMPTION OF ALL RISK & LIABILITY

Horse Owner _____ Home # _____ Cell # _____

Guest: _____ Home # _____ Cell # _____

Address: _____ City _____ State CA Zip _____

Emergency

Contact: _____ Tel: _____

I, the undersigned, for myself and my heirs, successors, representatives and assignees hereby fully release, acquit, and forever discharge SUNNYSIDE STOCK FARM, LLC (SSF) and its successors, assignees, divisions, affiliated corporations, general and limited partners, employees, agents, servants, attorneys, representatives, officers, directors, stockholders and all other persons, firms, entities, corporations now or hereafter affiliated with them, or any of them, of and from any and all claims, demands, actions, causes of action, loss of services, obligations, compensations, costs, expenses, losses, damages, and liabilities of any nature whatsoever, resulting from or which may result either directly or indirectly from my use of any of the facilities, equipment or horses located at 5682 Sweetwater Road, Bonita, California, whether or not such damage or injury is caused by the negligence or gross negligence of SSF or any other person or entity released hereby.

I understand and acknowledge that participation in equestrian activities is inherently dangerous. I hereby agree to assume all responsibility and risk from such participation and the use of said facilities and equipment and hereby release from any loss, claim, demand, or liability for any injury to my person, minor, animal or property arising from such participation or otherwise. I covenant and agree that I will not invite or cause anyone to enter upon the above described property or in any way participate in any activity on said property or in any way use my animal or the facilities or equipment thereon without first obtaining the express written consent of SSF which may or may not authorize in its sole discretion.

I covenant and agree never to commence, prosecute, or cause to be commenced or prosecuted against SSF, its parent Corporations or entities or persons of ownership or any additional released parties named herein, or any action or proceeding based upon any claim, demand, cause of action, obligation, damage, or liability covered by, or referred to in this RELEASE. I agree that, if I hereinafter commence, join in, or in any matter seek relief through any lawsuit, or otherwise, arising out of, based upon, or relating to any of the matters released, hereunder, or in any manner assert against any released party, any of the matter released hereunder, I will pay to the SSF or any other additional released party in addition to any damages caused to SSF or those other released parties all attorney's fees and costs incurred by any and all of them in defending or otherwise responding to any such lawsuit or other claim for relief. I agree that my obligation hereunder includes, but is not limited to, the payment of attorney's fees and cost actually incurred, whether or not litigation is commenced, on account of any of the foregoing. This RELEASE is intended to be construed pursuant to the laws of the State of California and I agree that the proper venue for any action arising out of the breach of interpretation of the RELEASE shall be the Superior Court of California, County of San Diego.

I hereby acknowledge that I have read the foregoing and fully understand its terms and that this RELEASE is executed voluntarily and with full knowledge of its legal significance. I further acknowledge that I have had the opportunity to obtain independent legal advice as to the advisability of executing this document prior to its execution.

DATE EXECUTED: _____, 20____ SIGNATURE: _____

HORSE OWNER'S SIGNATURE and AUTHORIZATION (for guests): _____

WITNESSED: _____

Ref: Sept0913

Sunnyside Stock Farm, LLC
5682-B Sweetwater Road
Bonita, CA 91902

Date: November 4, 2013

Revision B

ADDITIONAL SERVICES SUNNYSIDE STOCK FARM

Please circle the service(s) which you require. Fill in the date to required to begin the service, the name of the horse and your name where denoted.

Date to begin service: _____ Name of horse: _____

Boarder's name: _____

Extra Flake of Hay: With morning and/or evening feedings (\$40/month) Alfalfa Grass

Extra Flake of Hay Fed midday (\$65/month) Alfalfa
Grass

Safe Choice (Nutrena), ranch provides approximately 3 lb feedings, fed midday (\$65/month)

Blanketing: Removed at morning feeding and placed on at evening feeding (\$50/month)

Stall Lights: October 1 – April 30, if available, (\$35/month)

Trailer Storage: Subject to availability (\$50/month)

Boarder's Supplied Feed & Prepackaged: Fed midday (\$30/month). Boarder is responsible
for Feed/supplement, proper storage and clean up.

Hay Pellets: Fed instead of baled alfalfa or grass hay (\$40/month).
Pellets are an 80% alfalfa/20% oat hay.

Note: Customized feeding programs are available as needed. Pricing of those programs are
based on costs and will be individually quoted.

Notes/Additional Requirements:
