

**SOMERSET FARM**  
**Federica Beatrice and Anton Berteaux**  
**8680 WINTU WAY WINTERS, CA 95694**  
**(530) 795-3600**

**BOARDING AGREEMENT**

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SOMERSET FARM, hereinafter referred to as "Farm" and the individual or individuals undersigned hereinafter referred to as "Boarder".

**SECTION 1: PURPOSE**

- 1.1 Farm agrees to provide space accommodations for Boarder's horse, including feeding hay, water, space cleaning if applicable, and no other services except as agreed to in writing.
- 1.2 Boarder agrees to the terms and conditions of this Agreement for the purpose of boarding at Farm a horse described as: \_\_\_\_\_  
\_\_\_\_\_ (hereafter referred to as "Horse")

**SECTION 2: TERMS**

- 2.1 The terms of this Agreement shall commence on \_\_\_\_\_ and continue on a month-to-month basis thereafter. Monthly charges will be prorated for the first fraction of a month, if any, and Boarder will pay all charges for the first fraction month and the first full month
- upon execution of this Agreement  on delivery of Horse,  
and will pay all charges thereafter in advance on the first day of each and every month.
- 2.2 This Agreement can be terminated by either party upon two weeks written notice to the other party without cause. Farm reserves the right to notify Boarder if the horse, in the Farm's opinion, is deemed to be dangerous or undesirable for Farm's establishment. In such case, Boarder 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.
- 2.3 The accommodations and charges in this particular Agreement are described on the Rate Schedule. Boarder acknowledges and accepts those terms set forth in the Rate Schedule applicable on the date above as issued by Farm, whether said rates be daily, weekly or monthly. Boarder agrees to pay Farm amounts listed on the attached rate sheet-or latest revision thereof, as, and for, the cost of boarding, feeding and maintaining the stall or corral in which the Horse is located, plus any additional services, including veterinary, medical and/or farrier expenses.
- 2.4 All rent, fees, and charges and the availability of any extra service are subject to change upon 30 day notice.

2.5 Rent payable under this Agreement shall be due and payable in advance, on the first day of the month. Rent, which has not been paid for ten days after it is due, shall be considered delinquent. In the event of any delinquency in payment of the board or other charges incurred herein, Boarder agrees to pay, in addition to such charges, as a penalty to defer the costs of handling and collection, a sum equal to 7% of the amount owed or \$20.00, whichever is the greater, for each month of delinquency; and, in addition, said delinquency shall bear interest at the statutory rate of interest then prevailing. In the event rent is overdue by thirty (30) days from the first day of the month, Farm shall be entitled to exert a lien against said horse, and the property upon the premises, as more further described below (Section 13), 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.

### SECTION 3: DESCRIPTION OF HORSE(S) TO BE BOARDED

- 3.1 Boarder agrees to submit a fully completed Owner Information Sheet for each horse boarded upon execution of this Agreement, the terms and conditions set forth herein shall be applicable to each and every animal.
- 3.2 Boarder agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Farm.

### SECTION 4: USE OF PREMISES:

- 4.1 Farm has Rules to allow its boarders reasonable use and enjoyment of Farm facilities with limitations that are necessary for the safety and convenience of others and to preserve and protect the property of the Farm.
- 4.2 Boarder is entitled to the use of Farm for the purpose of enjoying the Horse and the Farm facilities. Boarder specifically agrees as part of the consideration for this Agreement to obey and be bound by all Rules of Farm, including any amendments or additions which are made during the term of this Agreement. A copy of the current Rules is attached to this Agreement and Boarder acknowledges receipt thereof.
- 4.3 Boarder understands and agrees that the Rules of Farm apply to all guests of Boarder that come onto the Farm property. Boarder specifically agrees as part of the consideration for this Agreement to be responsible for all of Boarder's guests while on the Farm property and also to be responsible for said guests adherence to all the Farm Rules. Boarder acknowledges that said Rules will limit some activities of guests, require registration of guests and require guests to sign releases as a condition precedent to the admission to Farm property. Farm property is not open to the public and Farm reserves the right to refuse admission to anyone, or to limit the number of guests and their activities.
- 4.4 Boarder shall not bring any other horse upon the Farm premises without prior written consent from Farm. Boarder agrees not to allow or cause any other person whomsoever to bring any horse upon the property of Farm without the prior written consent of Farm.
- 4.5 It is specifically understood that Farm may wish to relocate Boarder 's Horse to another space or terminate this Agreement pursuant to paragraph 2.2. Boarder agrees to abide by either decisions at any time that Farm may choose to announce it.

## SECTION 5: PERSONAL PROPERTY:

- 5.1 Designated areas and spaces will be provided for parking of Boarder's horse trailers, or any other accessory vehicle, for which there will be an additional charge as specified in the Rate Schedule
- 5.2 Boarder shall be entitled to bring and leave upon Farm property, in the area designated therefor, any miscellaneous horse tack and equipment that may be needed or desirable for the use and enjoyment of Boarder's Horse. Even though Farm may provide areas therefor, Farm is not responsible for the safety or protection of such equipment and does not provide security or insurance therefor. Boarder acknowledges that all such personal property left on Farm premises is not in the possession or custody or control or under the protection of Farm and hereby assumes the risk of loss of or damage to all such personal property, and agrees to hold Farm harmless from any claim or liability or obligation therefor.

## SECTION 6: STANDARD OF CARE

- 6.1 Farm agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animal(s). Boarder acknowledges Boarder has inspected the facilities and finds them in safe and proper order. The standard services to be provided herein and the charges therefor are as stated in the Rate Schedule and are subject to change at the Farm's discretion.
- 6.2 Boarder agrees, at Boarder's expense, to maintain the Horse with a regular program of immunizations, worming, shoeing, teeth care or other health care as needed to preserve the health and comfort of Horse and for the protection of all other horses on the Farm. Boarder agrees to comply with any minimum requirements of care and precaution that may be included in Farm Rules as recommended by a veterinarian.
- 6.3 Prior to bringing the Horse, to Farm property, Boarder will provide a certificate of health and a record of immunizations and worming and/or other reasonable evidence thereof; or, in the alternative, the Horse will be required to be under a reasonable quarantine program to protect other horses on the Farm. To be considered current the certificate of health must have been issued within thirty (30) days prior to horse(s) arriving at Farm. Horse(s) not accompanied by a current certificate of health will be vaccinated and or wormed upon arrival at the expense of Boarder. Boarder agrees and promises to be responsible and liable to Farm and all other boarders of Farm for any damage or injury or sickness or liability caused by violation of this Agreements and promises herein and to hold Farm free and harmless from any such liability or claim, including reasonable attorney's fees, expenses. and all other costs of the matter.

## SECTION 7: RISK OF LOSS TO HORSE

- 7.1 During performance of its service herein, Farm will make reasonable observations of the Horse during feeding and cleaning activities and will take appropriate action whenever needed in the opinion of Farm. Farm does not provide training or special observation or night observation, and is not responsible for any occurrences that escape Farm observation.
- 7.2 Boarder hereby assumes all risk of loss to the HORSE resulting in death, damage, or injury of any kind, and from whatever cause, including the negligence or omission of Farm, and hereby releases Farm from any and all obligation, liability, or claim of any kind or nature connected with any such injury or damage, and further agrees and promises to hold Farm

harmless therefrom, including specifically, without limitation thereto, assumption of, or reimbursement for costs of defense, including attorney's fees, expenses, and all other costs of the matter.

- 7.3 During the time that the horse(s) is/are in the care, custody and control of the Farm, Boarder agrees to **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** for all bodily injury and property damage to the Horse, Boarder, or Boarder's family or guests may receive on the Farm premises; any sickness, disease, theft, or death or injury which may be suffered by the Horse(s) or Boarder(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 Farm, including those arising out of negligence on the part of the Farm, its agents and/or employees.
- 7.4 The Boarder fully understands that Farm 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 Farm are to be borne by the Boarder. Farm strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Boarder.
- 7.5 THE STANDARD OF CARE APPLICABLE TO FARM IS THAT OF ORDINARY CARE: OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.
- 7.6 IN NO EVENT SHALL FARM BE HELD LIABLE TO BOARDER FOR EQUINE DEATH OR INJURY IF ANY. IT IS RECOMMENDED THAT BOARDER OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000). AT BOARDER'S EXPENSE, BOARDER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO BOARDER'S INSURANCE COMPANY AND PROVIDE FARM WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT BOARDER'S RISK.
- 7.7 The Boarder shall procure and maintain in full force and effect at all times during the term of this Agreement a policy of liability and property damage insurance with limits of not less than \$100,000 per occurrence on the Boarder and the horse(s), and have proof thereof on file with the Farm. This requirement is met through Boarder's membership to USEF.

## SECTION 8: RELEASES

- 8.1 As an integral part of this Agreement and as part of the consideration therefor, Boarder has executed and attached hereto a form of Release, Waiver, and Hold-Harmless Agreement. Boarder will cooperate with and assist Farm in obtaining an executed Release, Waiver, and Hold-Harmless Agreement from every guest or other person brought, caused, or allowed to enter upon Farm property by Boarder.

## SECTION 9: COGGINS TEST

- 9.1 Boarder warrants that he owns the horse(s) and will provide proof satisfactory to Farm of the negative Coggins test upon request.

## SECTION 10: EMERGENCY CARE

- 10.1 Boarder shall provide Farm with the names, addresses, and telephone numbers of the veterinarians and farriers that Farm should call and use whenever needed for Horse. In case of emergency, if those designated by Boarder are not available, Farm is authorized to use any other veterinarian or farrier that is available.
- 10.2 Farm agrees to attempt to contact Boarder should Farm feel that medical treatment is needed for said horse(s), but, if Farm is unable to contact Boarder, Farm is then authorized to secure emergency, veterinary, 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 Boarder within fifteen (15) days from the date Boarder receives notice thereof, or Farm is authorized, as Boarder's agent, to arrange direct billing to Boarder.
- 10.3 FARM SHALL ASSUME THAT BOARDER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS FARM IS INSTRUCTED IN WRITING HEREWITH OR ON BOARDER'S INFORMATION SHEETS, BY BOARDER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.
- 10.4 Boarder agrees to notify Farm of any and all changes of address, emergency telephone numbers, itineraries or other information reasonably necessary to contact Boarder in the event of an emergency. In the event Boarder departs for vacation or is otherwise unavailable, prior to departure Boarder shall notify Farm as to what party is authorized to make decisions in the Boarder's place with regard to the health, well-being, and/or medical treatment of the horse(s).

## SECTION 11: CARE OF BRED AND/OR PREGNANT MARES.

- 11.1 Any mare who is delivered to Farm in foal, or who is bred while in the care and custody of Farm, carries to term and delivers while stabled on the premises will be foaled out and appropriate foaling fee will be charged to the horse Boarder. WHETHER OR NOT THE SERVICE WAS REQUESTED BY HORSE BOARDER.

## SECTION 12: LIMITATION OF ACTIONS

- 12.1 Any action or claim brought against Farm with regard to this Contract must be brought within six (6) months of the date such claim or loss occurs.

## SECTION 13: RIGHT OF LIEN

- 13.1 The Boarder is given notice that the Farm has a right of lien as set forth in the laws of the State of California, 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. Farm also has the right to demand that all indebtedness be paid in cash, cashier's check or money order. However, Farm 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). Farm shall have the right to retain the horse(s) and other property belonging to Boarder until the amount of said indebtedness is discharged or the Farm forecloses on the lien and may sell the horse(s) and property as allowed by applicable law to satisfy the debt owed to Farm. In the event

collection of this account is turned over to an attorney, Boarder agrees to pay all attorney's fees; costs and other related expenses for which a minimum charge of \$250.00 will be assessed.

#### SECTION 14: DEFAULT:

- 14.1 Upon default in any of the terms or conditions of this Agreement, including, but not limited to, default in the payment of any of the charges provided herein, then RANCH shall be entitled to any and all remedies provided by law. All such remedies may be exercised jointly or consecutively without any such action constituting a waiver or release of any other available remedy. Said remedy shall specifically include a possessory lien against HORSE for all charges incurred under the terms of this Agreement. Upon delinquency in payment of charges by Boarder, RANCH may discontinue all special or extra services contracted for and provide only those services necessary to maintain the health of the HORSE, but not including exercise.
- 14.2 Boarder further specifically agrees that in addition to the possessory lien against Horse boarded pursuant to this Agreement, any charges or delinquency becoming due under this Agreement shall, likewise, be and constitute a possessory lien against any and all other horses boarded by Boarder on Farm premises under any other boarding agreements or otherwise, and that all such horses shall be subject to such lien regardless of the amount of the lien or the value of each horse.
- 14.3 Boarder acknowledges that if Horse is being restrained on a possessory lien for delinquent charges, Farm shall have the right to take possession of Horse and refuse Boarder any use or control, and to move Horse to different and possible lesser accommodations in order to protect and preserve said possessory lien; and Boarder agrees not to interfere with exercise of said possessory lien.
- 14.4 In the event of any default or breach of this Agreement, or if there is any other need for the use of legal services in connection herewith, then Farm shall be entitled to reasonable attorney's fees, expenses, and all other costs of the matter incurred therefor, regardless of the nature of the default or breach, and regardless whether or not arbitration is instituted.

#### SECTION 15: LIEN ON PERSONAL PROPERTY OTHER THAN HORSE:

- 15.1 In the event of any default in the payment of any charges incurred herein or the incurring of any damage or liability in favor of Farm or for which Boarder has indemnified Farm, then, in addition to the statutory possessory lien against any horse covered hereby, Boarder does further give, grant, and convey to Farm a lien against any and all other personal property belonging to Boarder and located on Farm premises; and hereby agrees and authorizes Farm to take possession thereof and hold same subject to this lien until said obligations are satisfied. Said personal property shall include, but shall not be limited to, any horse tack or equipment, personal effects, horse trailers, or other vehicles.

#### SECTION 16: ENTIRE AGREEMENT.

- 16.1 This Contract represents the entire agreement between the Parties. No other agreements, promises or representations, verbal or implied, are included herein unless specifically stated in this written agreement, and there shall be no change, modification, or addition to this Agreement except by writing executed by both parties. This Contract is made and entered

into in the State of California, and shall be enforced and interpreted in accordance with the Laws of California.

#### SECTION 17: ENFORCEABILITY OF CONTRACT AND SEVERABILITY,

17.1 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.

#### SECTION 18: ARBITRATION:

18.1 All claims, disputes, and other matters in question between the Farm and Boarder arising out of, or relating to this Agreement or the breach thereof, in which the amount in controversy is five thousand dollars (\$5000.00) or less, shall be decided by the Small Claims Court of the appropriate municipal court judicial district. Any claims or disputes in which the amount in controversy exceeds five thousand dollars (\$5000.00) shall be decided by arbitration in accordance with the commercial arbitration rules of The American Arbitration Association. The award rendered by the arbitrator or arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. It is expressly understood that in no event shall the arbitrator be empowered to assess punitive damages, and any punitive damages assessed as part of an award shall not be enforceable under this Agreement. Three (3) arbitrators shall be selected in all claims over \$10,000.00 with not more than one (1) arbitrator to be an attorney. In the event of any action, proceeding, or arbitration arising out of or based upon this Agreement, the successful party shall be entitled to the costs and disbursements of such action, arbitration or proceeding including reasonable attorney's fees, expenses and all other costs of the matter. In the event such arbitration shall take place while the Boarder remains on Farm premises, then the acceptance of rent and other charges by Farm shall not constitute a waiver of its rights or a concession of any of its claims or contentions.

#### SECTION 19: MISCELLANEOUS:

- 19.1 This Agreement is not subject to transfer or assignment by Boarder without the prior written consent of Farm; and any such transfer or assignment or attempt thereat shall, at the option of Farm, constitute a material breach of this Agreement for which Farm can terminate said Agreement forthwith without notice.
- 19.2 Boarder agrees not to post or exhibit any signs or notices within Farm property of any kind or nature and for any purposes other than the Horse's name sign on the Horse's occupied space. This restriction includes, but is not limited to, " For Sale" signs, "For Lease or Rent" signs, or business or advertising signs of any kind or nature.
- 19.3 Boarder agrees and promises to advise Farm in advance whenever Horse will not be boarded at Farm overnight for any reason; and whenever possible, Boarder will advise Farm in advance when Horse will return. Whenever Horse is absent for any reason, there will be no deduction in the charges provided herein.
- 19.4 Boarder acknowledges that the premises and activities connected with Farm present some danger to minors, who require special observation and supervision at all times. Boarder hereby undertakes full responsibility and obligation to supervise and observe at all times any minor that Boarder brings, causes or allows upon the Farm premises; and hereby agrees to hold Farm harmless from any such obligation or responsibility or any injury or damage

resulting from or connected therewith. Any minor found on the premises that is not properly supervised and watched and controlled will be asked to leave.

19.5 Except as otherwise provided herein, this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their successors in interest, whether by contract or by operation of law.

19.6 The General Release and Indemnification Agreement and the Rules attached hereto, and any other attachments noted below, are incorporated herein by reference to become part of the consideration for this Agreement.

19.7 In all instances in which the designation " Farm " is used herein, particularly with reference to indemnification or hold harmless of Farm, said designation will be deemed to include all directors, owners, partners, officers, employees, agents, invitees, and any other person connected with Farm in any manner.

19.8 Any notices that are required to be given under this contract may be given by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Notice shall be deemed communicated as of mailing. Mailed notices shall be addressed as set forth on the signature page of the Boarding Agreement. It is Boarder's responsibility to inform Farm in writing if Boarder has a change of address or any other changes that are related to this Agreement.

19.9 In the event someone other than the Boarder shall claim the horse, want to ride the horse, or do anything with the horse(s), such person shall have written authority signed by Boarder to obtain said horse(s).

BOARDER (OR AUTHORIZED AGENT)

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BOARDER'S PARENT OR GUARDIAN (IF BOARDER IS A MINOR)

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

FARM

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT "A" DESCRIPTION  
OF HORSE(S)**

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

Name:
Registered Name:
Breed:
Date of birth:
Sex:
Color:
Markings:
Height:
Vet:
Phone #:
Vet 2 <sup>nd</sup> choice:
Phone #:
Farrier:
Phone #:
Farrier 2 <sup>nd</sup> choice:
Phone #:
Contact in emergency besides yourself: 1) 2)
Equine insurance carrier: Policy #: Claims #:
Estimated Value upon arrival: Based upon:
Name & Number for any persons other than yourself authorized to handle your horse(s) in your absence: 1) 2) 3)

## BOARDER CONTACT SHEET

Name:
Address:
Home Phone:
Work Phone:
Pager:
Cell Phone:
Emergency Contact: Phone number:
Emergency Contact: Phone number: Relationship:
Primary Care Physician: Health Insurance Carrier: Insurance #: Closest Hospital approved by carrier:
Important medical info:
E-mail address:
Other: