



# CREEK HOLLOW RANCH

Enriching lives through horse-human interaction

## BOARDING AGREEMENT

THIS AGREEMENT is made by and between CREEK HOLLOW RANCH, INC., hereinafter "CHR" and \_\_\_\_\_, horse owner, hereinafter "OWNER", collectively referred to as the "parties" or "party" to this Agreement. Further, this Agreement incorporates by reference herein the terms and conditions of "Addendum A" attached hereto and made a part hereof. In consideration hereof, the parties agree to, and acknowledge, the following terms and conditions:

### 1. Term

The term of this Agreement shall be on a month-to-month basis and shall commence on \_\_\_\_\_, 2009 for the purpose of boarding OWNER's horse(s) described on Addendum A. Either party may terminate this Agreement on thirty (30) days *written notice* to the other party as provided for under paragraph (11) of this Agreement.

### 2. Fees and Deposit

OWNER agrees to pay CHR \$\_\_\_\_\_ per month per horse payable on the first day of each month. Board fees not paid within ten (10) days of due date will be charged a \$35 late fee for each horse billed. There will be a \$25 charge for all returned checks.

OWNER further agrees to pay a boarding deposit equal to one months board due on the first day of the commencement of this Agreement. CHR agrees to return to OWNER said boarding deposit within thirty (30) days of *written notice of termination* of this Agreement by either party. In the event OWNER is in default of any of his/her obligations under this Agreement, OWNER agrees CHR will deduct from the boarding deposit any and all unpaid fees and/or expenses incurred by CHR, including but not limited to boarding fees in arrears, emergency veterinarian care and/or farrier services. The remaining balance, if any, shall then be returned to OWNER as provided for herein.

### 3. Facilities

In exchange for the basic boarding fee, CHR shall provide necessary and proper cleaning of the stall, corral or pasture, and provide roughage feed and water necessary to maintain the horse. Any addition services requested by OWNER shall be billed to and payable by OWNER on the first of each month at CHR current rates as requested by OWNER and provided for in Addendum A attached hereto.

1 For purposes of this Agreement: 1) Creek Hollow Ranch, Inc. means CHR, Inc., its affiliates, partners, authorized agents, employees, heirs, and assigns, and the trust and/or person(s) which hold legal title to or possession of the land and/or boarding facilities thereon; 2) OWNER means the person who has legal title to or legal possession fo the horse(s) described in this Agreement, her/her heirs or assigns, and where a minor, by and through his/her parent or legal guardian on behalf or said minor, indicated by the signature below; and 3) EQUESTRIAN ACTIVITIES includes but is not limited to jumping, pleasure riding, trail riding, schooling, showing, and training; and further includes all ground activities arising out of or related to such riding and /or handling including but not limited to lounging, leading, tacking, grooming, tying, loading, trailering, and/or feeding as well as breeding and breed inspections for registration.



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#### 4. Horse Owner Responsibilities, Vaccinations, and Insurance

OWNER agrees to abide by any and all CHR rules and policies, recognizing safety as a primary concern. OWNER further agrees that he/she is solely responsible for day-to-day care of the animal, which includes farrier, veterinary and medical costs, routine, emergency, or otherwise, that may incur while the horse is on the premises of CHR.

Upon commencement of this Agreement, OWNER agrees to provide CHR with a record of the horse's current vaccinations for Rhinopneumonitis, Influenza, Tetanus, Encephalomyelitis (Eastern, Western), West Nile Virus and the horse de-worming schedule. CHR agrees to maintain horse inoculations and wormings throughout the term of this Agreement and CHR shall bill OWNER for the charges due and payable by OWNER upon his/her receipt of CHR's statement. If OWNER opts to inoculate their horse(s), written verification of inoculations must be received by CHR prior to May 1<sup>st</sup> of each year, otherwise CHR will vaccinate. If OWNER opts to de-worm their horse(s), written verification of de-worming must be received by CHR prior to the first of the even months of the year, otherwise CHR will de-worm.

OWNER acknowledges and agrees he/she shall be solely responsible for obtaining any form(s) of insurance coverage on the horse at his/her own discretion, including but not limited to public liability, accidental injury, theft, medical and/or equine mortality insurance. OWNER fully understands that CHR does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes and that all risks connected with boarding or for any other reason for which the horse(s) is in the possession of and on the premises of CHR are to be borne by OWNER.

OWNER agrees to give written notice by e-mail or US Mail of any requested boarding changes, including boarding location or feeding instructions.

#### 5. Emergency Medical Treatment

In the event emergency medical treatment is needed for the horse, OWNER authorizes CHR to secure emergency veterinary and/or farrier care required for the health, safety, and well-being of the horse and OWNER shall be solely responsible for all costs associated therewith. OWNER understands CHR maintains the sole discretion to exercise its judgment in evaluation of such an emergency. CHR will immediately notify OWNER by telephone in such cases. If CHR is unable to reach OWNER or OWNER's treating veterinarian within fifteen (15) minutes, OWNER authorizes CHR to contact its veterinarian of choice at its sole discretion. All costs incurred for such care shall be billed directly to OWNER. Alternatively, CHR may, at its sole discretion, advance such costs and bill OWNER directly.

#### 6. Abandonment and/or Neglect

It is expressly understood OWNER is solely responsible for the welfare of his/her horse(s). By law, OWNER must treat the horse(s) humanely which means, at a minimum, providing the basic necessities such as food, water, shelter, prompt and necessary veterinarian/farrier care, and exercise. For purposes of this Agreement, abandonment and/or neglect mean the OWNER's failure to treat the horse humanely and/or carry out his/her responsibilities as provided for under this Agreement for a period of fourteen (14) consecutive days or more.

In the event OWNER should abandon and/or neglect his/her horse, OWNER hereby consents to and authorizes CHR to provide, at its sole discretion, OWNER's horse with the basic necessities and care in the interest of the horse's welfare and well-being, including but not limited to the physical handling of OWNER's horse for grooming, exercise, feed, medical care, and/or farrier services. In such cases, OWNER agrees he/she shall be billed at current facility training rates and for all costs incurred by CHR in maintaining the well-being of the horse.

In such cases, OWNER agrees to release and discharge CHR from any claim for injury or death to the horse arising out of or related to CHR's care of the horse; and further agrees to indemnify CHR and hold CHR harmless from

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any claim resulting from any damage, injury or death caused by or to said horse to any person or property. OWNER further agrees to indemnify CHR and to pay any attorney fees and legal costs incurred by CHR in having to bring and/or defend against any such claims.

## 7. Warranties

OWNER represents that he/she holds legal title to the horse(s) free and clear, and that the horse(s) is free of any encumbrances, third party claims and/or liens. OWNER further attests to the truth and accuracy of the information provided in Addendum A attached hereto.

## 8. Stableman's Lien

In addition to any other rights and remedies provided by law, OWNER is hereby notified that CHR has a statutory lien, by law, on the horse against any amount due for board in arrears and the reasonable value of any services provided by CHR unpaid by OWNER. OWNER is hereby notified that said lien shall arise thirty (30) days from the date OWNER's board is due and is unpaid by OWNER. CHR maintains the legal right, by law, to retain possession of the horse until the amount of indebtedness is satisfied.

*In such cases, OWNER freely and voluntarily waives all legal rights he/she has as provided for under the California Civil Code section 3080 et seq., and further voluntarily releases and relinquishes title to the horse(s) to CHR pursuant to Civil Code sections 3080.30 and 3080.21, further acknowledges and agrees that CHR may, at its discretion, conduct a forced sale of the horse(s) by auction or sell the horse(s) by private sale.*

\_\_\_\_\_ Owner's Initials

## 9. Stallion Disclosure

OWNER acknowledges he/she has been fully informed by CHR that it maintains stallions on the premises and agrees to assume any and all risks of injury or death to his/her person or property damage for any claims arising out of or related to OWNER's negligent and/or intentional acts. OWNER further acknowledges CHR has informed OWNER of its facility policy and rules concerning the stallions and agrees to release CHR for any claims arising out of or related to OWNER's failure to comply with CHR stallion policy and rules. In such cases, OWNER agrees to indemnify CHR and pay any and all attorney fees and legal costs incurred by CHR in defense of such claims.

## 10. American Bison Disclosure

OWNER acknowledges he/she has been fully informed by CHR that it maintains American Bison on the premises and agrees to assume any and all risks and hold CHR harmless for any injury or death to his/her person or property damages arising out of OWNER's equestrian activities and, in particular, trail riding at or near the American Bison enclosures. In such cases, OWNER agrees to indemnify CHR and pay any and all attorney fees and legal costs incurred by CHR in defense of such claims.

## 11. Notices

All notices provided for under the terms of this Agreement shall be made in writing and sent by U.S. mail, e-mail or hand-delivered to the party at the address provided for in Addendum A attached hereto.

## 12. Assignment

This Agreement may not be assigned, nor the obligation hereunder delegated, to any third-party, without the written consent of CHR, and any attempt to do so shall be null and void.

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### 13. Attorney Fees

In the event of any legal action or other legal proceeding concerning any controversy, claim or dispute between the parties in this Agreement, CHR shall be entitled to reasonable attorney fees and all legal costs in having to bring or defend such action. OWNER shall be liable to pay a minimum of \$1,000 to CHR for administrative fees incurred to bring such legal action.

### 14. Trainers

All trainers using CHR facilities are independent contractors and not employed by CHR. Contracted training is solely between OWNER and TRAINER. CHR does not assume any liability or risks connected with any actions of the TRAINER.

### 15. Acknowledgements

OWNER acknowledges that he/she has read and understands the Safety Rules and Arena Etiquette and agrees to abide by all rules and regulations specified therein. CHR reserves the right to expel from the ranch anyone exhibiting abusive behavior towards horses, unsafe behavior, or rudeness to others.

THIS AGREEMENT has been entered into in the County of San Diego and is subject to the laws of the State of California.

Dated: \_\_\_\_\_

HORSE OWNER

CREEK HOLLOW RANCH, INC.

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Colleen Burman, Owner, on behalf of CHR, Inc.

### Contact Information

**OWNER**

**CREEK HOLLOW RANCH**

Print name: \_\_\_\_\_

Colleen Burman

Address: \_\_\_\_\_

26131 Old Julian Hwy

\_\_\_\_\_

Ramona, CA 92065

\_\_\_\_\_

760.789.4875

Telephone: Home \_\_\_\_\_

Business \_\_\_\_\_

Cell \_\_\_\_\_

E-mail: \_\_\_\_\_

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