



Bay Area Equestrian Connection LLC

4040 Woodside Road
Woodside, CA 94062

Tel: (650) 446-1414
www.FolgerStable.com

Folger Stable Horse Boarding Agreement

THIS AGREEMENT dated _____ is made by and between Bay Area Equestrian Connection LLC, hereinafter referred to as "BAEC", providing services at **4040 Woodside Road, Woodside, CA, 94062** and _____, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

1. DESCRIPTION OF HORSE (hereinafter referred to as Horse):

Name: _____

Age: _____ Color: _____ Registration/Tattoo: _____

Sex: _____ Breed: _____

Microchip ID (if applicable): _____

Insurance Carrier, Policy and phone number (if applicable): _____

2. TERMS, FEED AND FACILITIES

The Horse shall be boarded at the Historic Folger Estate Stable at Wunderlich County Park. BAEC agrees to provide a stall¹, clean the stall daily and feed hay twice a day. The monthly board rate for these services will be \$_____. Board is due on the 1st of each month. Payments received after the 5th will be charged a \$25 late fee plus twelve percent (12%) annually. Failure to pay your bill may result in losing your stall and/or your privilege to board at Folger Stable.

3. TERMS, CHANGES AND TERMINATION OF AGREEMENT

It is agreed by both parties that this Agreement is the entire agreement between parties concerning boarding arrangements and may be changed or terminated only upon thirty (30) days written notice. The posting of updated rate schedules in a conspicuous or open place at Folger Stable shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by BAEC.

4. RISK OF LOSS

During the time that the horse is boarded at Folger Stable, BAEC shall *not* be liable for any sickness, disease, theft, death or injury, which Horse may suffer. This includes, but is not limited to any personal injury or disability the horse may receive or inflict while on BAEC'S premises. OWNER fully understands and hereby acknowledges that insurance for public liability, accidental injury, theft, equine mortality or any other type of liability *are the responsibility of the OWNER*.

5. STANDARD OF CARE

The standard of care applicable to BAEC is that of a reasonable prudent horse owner, not a compensated bailee.

6. HOLD HARMLESS

OWNER, their guests and invitees agree to hold BAEC, its owners, operators, employees, agents, contractors and the County of San Mateo ("Providers") harmless from any claim resulting from damage or injury inflicted to or received from horses at Wunderlich County Park. This includes legal

¹ It is sometimes necessary to change stall assignments and BAEC reserves that right.

fees and/or other expenses incurred by BAEC in defense of such claims. Owner agrees to disclose any and all hazardous propensities of Horse on the Horse & Owner Information Sheet. Failure to disclose dangerous or hazardous propensities will constitute a material breach of this Agreement.

7. EMERGENCY CARE

In case of an emergency BAEC will attempt to contact the Designated Emergency Contact at the numbers listed on the Horse & Owner Information sheet. Should BAEC be unable to reach them then they will follow their Emergency Veterinarian Protocol.

8. DAMAGES

OWNER is responsible for all costs (including labor and material) to repair damage done by Horse while boarding at Folger Stable. OWNER or OWNER'S agents, employees or contractors may not willfully or wantonly destroy, deface, damage, impair, alter, modify or remove any part of the structure, facilities, or equipment without the express written permission of BAEC management. This includes but is not limited to removing, modifying or switching automatic waterers, feeding containers and tack room space.

9. STABLE RULES

Owner hereby acknowledges understanding of the current BAEC Barn Rules, which are incorporated for reference. OWNER agrees he/she and their guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

FOLGER STABLE BARN RULES

1. Protective headgear that meets or exceeds the SEI certified, ASTM standard is required at all times while mounted on horseback.
2. Jumping is permitted under the supervision of resident trainers only.
3. You must clean up after yourself and your horse.
4. Report accidents, injuries or dangerous situations to the office immediately.
5. Arena, trails and turnouts may be closed due to maintenance and weather conditions.
6. Report any changes in contact information to the office.
7. Do not put a horse into any stall other than the one designated for it.
8. Store tack only in your designated area and do not use or move tack other than your own without permission of the owner.
9. All visitors to Folger Stable must sign the Folger Stable waiver prior to riding or handling a horse. Waivers are available outside the office and should be given to staff or dropped through the office door drop slot.

BAEC 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 BAEC'S sole discretion, of OWNER or OWNER'S guests and invitees to abide by BAEC Rules may result in BAEC declaring OWNER in default hereunder and result in termination of this AGREEMENT.

10. ASSIGNMENT

This AGREEMENT may not be assigned by OWNER under any circumstances.

11. TERMINATION

This is a month-to-month contract and may be terminated by either party. However, the party terminating this contract must give thirty (30) days advance written notice. Failure to do so will result in the forfeiture of one month's rent.

12. FAILURE TO VACATE PREMISES

If OWNER fails to vacate after this agreement has been terminated, OWNER consents to a daily penalty of \$35 (thirty-five dollars) in addition to the monthly board rate. OWNER assumes all costs for eviction proceedings and penalties as incurred as a result of the failure to vacate. Any trespasser in the "Boarder Only" areas of Folger Stable may be prosecuted and fined to the full extent of the law.

13. RIGHT OF LIEN

OWNER is put on notice that BAEC has and may assert and exercise a right of lien, as provided for by the laws of the State of California for any amount due for board or other expenses involved in the care of Horse. BAEC may also charge for any storage or other charges due hereunder. BAEC shall have the right, without process of law, to attach a lien to your horse(s) after termination of this boarding agreement and BAEC can then sell horse(s) to recover its loss.

14. SEVERABILITY

The undersigned expressly agrees that the foregoing assumption of risk, waiver of liability for negligence, and indemnity agreement is governed by the State of California and is intended to be as broad and inclusive as permitted by California law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

15. INTEGRATION

I understand that this contract is the entire Agreement between myself (and minor child) and BAEC and cannot be modified in any way by the representations or statements by any agent, employee or by me.

16. VENUE

I agree that if, in spite of this contract, a legal action is brought regarding a claim, it must be brought in the Superior Court of California, County of San Mateo and further agree that the substantive laws of the State of California shall apply in any action brought.

17. ATTORNEY FEES

I acknowledge that this document is a legal contract and if a lawsuit is filed against BAEC, Providers, it's owners, agents, employees, or contractors, regarding an injury or damage in breach of this contract, the prevailing party shall be entitled to attorney fees and costs.

Boarder Signature: _____ Date: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Evening Phone: _____

Email: _____