



### New Boarder Information

Name: \_\_\_\_\_

Horse Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

### Telephone Numbers

Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

### Stall and Billing Information

Arrival Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Stall: \_\_\_\_\_ Monthly Rent: \$ \_\_\_\_\_

1. Prorated Days: \$ \_\_\_\_\_/day x \_\_\_\_\_ days = \$ \_\_\_\_\_

Extra Feed: \_\_\_\_ 1 @ \$\_\_\_\_/month or \_\_\_\_ 2 @ \$\_\_\_\_/month

2. Prorated Days: \$ \_\_\_\_\_/day x \_\_\_\_\_ days = \$ \_\_\_\_\_

3. Total of #1 & #2 = \$ \_\_\_\_\_

### Payments

1<sup>st</sup> Board Payment: \$ \_\_\_\_\_

Last Board Payment: \$ \_\_\_\_\_

Extra Feed: \$ \_\_\_\_\_

Security Deposit: \$ \_\_\_\_\_

Total Now Due: \$ \_\_\_\_\_



This boarding contract (hereinafter the "Contract" or "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, by and between El Sueño Equestrian Center LLC (hereinafter "ESEC") and \_\_\_\_\_, (hereinafter "Client") and if Client is a minor, Client's parent or guardian \_\_\_\_\_. ESEC accepts Client's horse \_\_\_\_\_ for boarding (hereinafter the "Horse") and it is the intention of Client to board the Horse with ESEC. For and in consideration of the agreements hereinafter set forth, Client and ESEC mutually agree as follows:

1. Client agrees that ESEC and its employees, agents, contractors, representatives, assistants, or any person acting on their behalf are not liable for death, sickness, accident, or any type of loss, including consequential damages, caused to the Horse. In addition, Client agrees to hold ESEC and its employees, agents, contractors, representatives, assistants, and any person acting on their behalf completely harmless and not liable for any injury whatsoever or death caused to Client or any member of Client's family and/or any loss or damage to any personal property, including the Horse. Init. \_\_\_\_\_

2. Insurance: Is the Horse insured? Yes \_\_\_\_\_ No \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Emergency Phone Number: \_\_\_\_\_

It is Client's responsibility to carry full and complete insurance coverage on Client's Horse and all personal property. Client acknowledges that ESEC is not obligated to carry any insurance covering the Horse and that Client is to obtain, at Client's sole cost, all insurance coverage of and concerning the Horse in amounts that Client deems appropriate, but is not obligated to obtain any such insurance. All insurance coverage of and concerning the Horse shall contain a waiver by the insurer(s) of any right of subrogation against ESEC from all liability, damages, or injury. Client releases ESEC from all liability, damages or injuries regarding or in connection with any information given to Client's insurer(s) by ESEC including, but not limited to, obtaining Client's insurer(s) consent for surgical or other health related services rendered or to be rendered to the Horse, which shall remain Client's responsibility. Init. \_\_\_\_\_

3. Client shall pay ESEC for boarding services the amount of \$ \_\_\_\_\_ per month. Boarding services shall include:

- A. A stall, paddock, or corral
- B. Bedding (Limited to 5 bags per week. Additional bag cost \$15.00 each)
- C. Cleaning twice a day
- D. Feeding three (3) times a day, up to a maximum of 4 flakes (2) alfalfa, (2) grass. Any additional flakes shall be charged at the current market rate per flake. Client shall be responsible for all foregoing fees, costs and expenses beginning with the Horse's arrival at ESEC, until the Horse is released by ESEC to the Client. Client agrees ESEC is entitled to retain possession of the Horse until all fees, costs and expenses are paid. Client agrees that none of ESEC's, fees, costs and expenses under this agreement are subject to any set-off or counterclaim. Init. \_\_\_\_\_

4. Boarding fees are due on the first (1<sup>st</sup>) of each month. Timely payments are strictly enforced. A late fee of \$25.00 will be charged on payments received more than seven (7) days late, plus a finance charge of 1½% per month (18 % annually or the highest legal rate) will be charged on all accounts 30 days past due. If payments are overdue by 60 days ESEC is entitled to a lien against Horse for the amount due and shall enforce lien and sell Horse to recover the amount due, according to the laws of the state of California (California Civil Code §3080, et seq.). A security deposit of \$100.00 payable and collected with this contract shall be refunded to Client within fifteen days (15) of completion of this contract and termination of this contract requires a 30-day written notice. ESEC reserves the right to retain Client's security deposit should proper notice not be given or to repair damages incurred outside of normal wear and tear. Upon arrival of Client's Horse Client agrees to pay first and last month's board. If Client fails to pay any amount due hereunder for more than 30 days ESEC may immediately accelerate any other amounts due under this agreement. Init. \_\_\_\_\_

5. Release of the Horse: Client agrees that all outstanding balances due to ESEC for board, handling and all other fees, charges, and expenses pursuant to this agreement shall be paid prior to ESEC's release of the Horse with 30 day written notice. In the event someone other than Client shall call for the release of the Horse, such person shall have written authority signed by Client to obtain such Horse. Client agrees that the party transporting the Horse is not an agent of ESEC and agrees to look solely to the transporting party and not ESEC for any loss or claim arising out of the transportation of the Horse. Init. \_\_\_\_\_

6. Health Requirement, Vaccinations, and Veterinary Care: Upon arrival at ESEC, Client warrants that the Horse shall be free of infections, contagious or transmissible diseases. Client will maintain a proper health, worming and immunization schedule that is kept current and up to date every six (6) months. On or prior to arrival of Horse at ESEC, customer shall provide a record of the Horse's vaccination and testing within the last ninety (90) days for strangles, equine influenza, tetanus toxoid, encephalomyelitis, rhinopneumonitis, sleeping sickness, and a negative Coggins (swamp fever) test. ESEC reserves the right to deny boarding of any Horse if not in proper health upon arrival or during its residency at ESEC. Init. \_\_\_\_\_

7. ESEC reserves the right to notify Client if Horse, in ESEC's opinion has been abandoned, is deemed dangerous, sick, or undesirable for a boarding stable. In such case, Client is responsible for removing Horse within seven (7) days and is responsible for all fees incurred during Horse's stay. After all fees have been paid, this Contract is concluded. Owners of abandoned Horses will be prosecuted to the full extent of the law. Init. \_\_\_\_\_
8. Stallions: On a case by case evaluated basis stallions may be boarded. Strict guidelines according to ESEC policies regarding behavior, handling and management will apply. ESEC reserves the right to revoke boarding privileges at any time. Init. \_\_\_\_\_
9. All foals must be suitable and halter broken in a timely manner. Init. \_\_\_\_\_
10. Regular veterinarian and farrier attention will be arranged by Client and shall be invoiced by veterinarian or farrier directly to Client. In the event of sickness and/or accident to the Horse, after reasonable efforts have been failed to contact Client, ESEC has permission to contact Veterinarian Name: \_\_\_\_\_ Emergency Contact: \_\_\_\_\_ for treatment at Client's expense. Init. \_\_\_\_\_
11. Client agrees that he/she will not add or remodel in any way, shape or form any ESEC property unless given express written permission by ESEC. Init. \_\_\_\_\_
12. Should Client breach the terms of this Contract or otherwise not be in good standing, ESEC reserves the right to suspend or terminate Client's privileges and use of ESEC's facility and amenities. Init. \_\_\_\_\_
13. Commencement of this Contract shall be as of the date first stated above and shall be concluded when ESEC or Client give thirty (30) days written notice to conclude this contract, or Client otherwise breaches the terms of this Contract. Init. \_\_\_\_\_
14. This contract is non-assignable and non-transferable. If ESEC's stables shut down, ESEC will give Client thirty (30) days' written notice and ESEC will be held harmless for any fees, costs, liability or damages to Client. Init. \_\_\_\_\_
15. Assignments: The Horse shall be cared for by such ESEC persons as chosen by ESEC in its sole judgment. ESEC may change the ESEC personnel caring for the Horse from time to time or at any time. Client/Owner may not assign any rights or delegate any duties under this agreement to any ESEC personnel. Init. \_\_\_\_\_
16. Should either party breach this contract, the breaching party shall pay for the other's reasonable attorney's fees and costs related to such breach. This contract is made and entered into in the State of California and shall be enforced and interpreted under the laws of this State. Should any clause conflict with California law, that individual clause is null and void. Init. \_\_\_\_\_
17. Lien: Client grants ESEC, a lien upon and security interest in the Horse, foal of the Horse, and the registration papers of each of the foregoing, to secure all obligations and amounts due under this Agreement, or any other agreement between Client and ESEC, or any of its affiliates. ESEC may at any time until all amounts due hereunder fully paid, file a photocopy of this agreement in the county and state in which it believes any such Horse or foal may be kept, or where the Client resides, and when so filed, the copy shall be effective as a financing statement, as well as a security agreement. IF AT ANY TIME, CLIENT'S BALANCE WITH ESEC IS UNPAID FOR THIRTY (30) DAYS, OR CLIENT IS OTHERWISE IN DEFAULT OF THIS AGREEMENT, OR ANY OTHER AGREEMENT BETWEEN CLIENT AND ESEC OR ANY OF ITS AFFILIATES, ESEC MAY FORECLOSE ITS SECURITY INTEREST. TEN (10) DAYS' NOTICE SHALL BE DEEMED REASONABLE NOTICE OF ANY FORECLOSURE SALE. THE FORECLOSURE SALE MAY BE PUBLIC OR IN PRIVATE, AND AT ANY TIME AND PLACE AND ON ANY OTHER TERMS SELECTED BY ESEC. THE HORSE OR FOAL MAY BE SOLD IN ITS EXISTING CONDITION. EXPENSES INCURRED BY ESEC, THE COST OF TRANSPORTATION AND PREPARATION FOR SALE AND OF CONDUCTING THE SALE, REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED BY ESEC AND ALL OTHER AMOUNTS OWED TO ESEC SHALL BE DEDUCTED FROM THE SALE PROCEEDS. ESEC SHALL ACCOUNT TO CLIENT FOR ANY SURPLUS; HOWEVER, CLIENT SHALL BE LIABLE TO ESEC FOR ANY DEFICIENCY. Init. \_\_\_\_\_
18. Termination and Waiver: This agreement can be terminated by either ESEC or Client at any time upon thirty (30) days' written notice to the other, or sooner upon the death or sale of the Horse, provided that in the event of a default by one party, the other party may terminate at any time upon immediate written notice. Upon termination of the Agreement Client shall remove the Horse in the manner provided in Paragraph 5 hereof. Termination shall apply only to those horse(s) specified in the termination notice and this Agreement shall continue to apply to any Horse remaining in ESEC's possession after the termination of this Agreement. No delay or failure by ESEC to exercise any right or remedy under this Agreement shall be deemed a waiver of that or any other right or remedy. The termination of this Agreement shall not terminate either party's obligation to pay any fees, and upon such termination ESEC, at its election may keep the security deposit and consider it liquidated damages. Init. \_\_\_\_\_
19. Taxes: Client shall pay for and shall defend, indemnify, and hold ESEC harmless from any sales, excise, use, or similar tax relating to the Horse, or any of Client's Horses, including any interest or penalty thereon. Init. \_\_\_\_\_
20. Client cooperation and information: Client shall promptly notify ESEC in writing of any changes in any information given by Client to ESEC related to this Agreement. Failure of Client to conform to reasonable rules and regulations, or any default of this Agreement may cause any service or boarding privileges to be revoked by ESEC for the health, safety, and welfare of others, including other Horses. Init. \_\_\_\_\_
21. Entire Agreement: This Agreement contains the entire understanding of the parties concerning the subject matter herein and supersedes any prior agreement between the parties. This Agreement may only be modified or amended in writing stating that it is a modification or amendment of this Agreement. Such modification or amendment must be signed by Client and the General Manager of ESEC. The parties hereto agree that they will make no claim at any time that this Agreement has been orally altered, modified, or otherwise changed by oral communications of any kind or character. This Agreement shall not be construed against ESEC on the basis that ESEC drafted the same. Headings are for convenience only and are not part of this Agreement. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remainder. This Agreement shall be construed and governed by the internal laws of the state of California. Init. \_\_\_\_\_
22. Client has read, accepts, and agrees to ESEC's barn rules and regulations and agrees to wear proper safety equipment. Client accepts any additional future amendments to said policies, rules, and regulations. Init. \_\_\_\_\_

23. Client affirms that Client has inspected the facilities and is satisfied that all premise conditions are reasonably safe for the intended purpose and usage. Init. \_\_\_\_\_

24. Client understands that portions of the Western United States are at elevated risk of wildfires throughout the year. Wildfires are, by their nature, fast-moving, unpredictable, and dangerous. Wildfires can change course, forcing ESEC to undertake emergency evacuations of Horses and, with sufficient time, equipment, from ESEC's facilities. Wildfires can bring flames, sparks, and hot objects. However, despite its best efforts, ESEC cannot guarantee that it can prevent or limit all wildfire losses. Client understands that in an emergency situation caused by wildfires in the area where ESEC is located, ESEC (as well as its employees, agents, contractors, representatives, and/or assistants) will undertake reasonable evacuation and mitigation efforts in good faith to minimize injury to or loss of Horses and equipment on ESEC's premises or in ESEC's care, custody, or control. Depending on numerous circumstances during a wildfire – including lack of availability of staff, trailers, trucks, fuel, traffic, visibility, severity of fire conditions, unstable ground or road conditions, risks to humans, and governmental directives restricting access or activity – ESEC's response and mitigation efforts could potentially result in some Horses receiving attention, while other Horses may not receive attention. **Client acknowledges and agrees that ESEC will proceed as reasonably as possible should a wildfire emergency occur that threatens to cross ESEC's property. However, Client understands that even with the best advance planning, and the best efforts in response to a wildfire, there is never a guarantee that ESEC can save every Horse on its property and save all equipment on ESEC's property.** Init. \_\_\_\_\_

25. Name of Horse: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_ Height: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

26. Ownership: Owns 100% of the Horse Leases the Horse from: \_\_\_\_\_

Name	Address	City, State, Zip	Phone
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\*If Client does not own 100% of the Horse, the names, addresses and phone numbers of all owners of the Horse are:

Client represents and warrants that he/she is authorized to bind each owner of the Horse to this Agreement as if each such owner was the Client hereunder and Client acknowledges and agrees that the liability of each owner of the Horse under this Agreement shall be joint and several.

27. This Agreement must be signed by the Owner/Client and Client's Parents or Guardian, if Client is a minor at the time or prior to the arrival of the Horse at ESEC, or the Horse will not be accepted.

\_\_\_\_\_  
Manager's Signature Date

\_\_\_\_\_  
Client's (or Authorized agent's Signature) Date

\_\_\_\_\_  
Client's Parent/Guardian if the Client is a minor Date

\_\_\_\_\_  
Client's Address

\_\_\_\_\_  
Emergency Phone Number Cell Phone Number Business Phone Number

\_\_\_\_\_  
Client's Veterinarian Name and Phone Number

\_\_\_\_\_  
Client's Farrier Name and Phone Number

\_\_\_\_\_  
Trainer of the Horse/Rider Phone Number

**Consent Form**

I, \_\_\_\_\_ do hereby give my consent to El Sueño Equestrian Center LLC, and any of its employees or representatives to have myself treated by any physician or surgeon in case of sudden illness or injury while at El Sueño Equestrian Center LLC.

\_\_\_\_\_  
Client's (or Authorized agent's Signature)

\_\_\_\_\_  
Date

**Minor Consent Form**

I, \_\_\_\_\_ do hereby give my consent to El Sueño Equestrian Center LLC, and any of its employees or representatives to have my child treated by any physician or surgeon in case of sudden illness or injury while at El Sueño Equestrian Center LLC.

\_\_\_\_\_  
Client's (or Authorized agent's Signature)

\_\_\_\_\_  
Date



## Stables Rules and Regulations

The undersigned Boarder, Owner, Rider, Shower, Viewer, Sponsor, Participant, Guest, or other person otherwise connected with the horses or horsemanship at El Sueño Equestrian Center LLC in Somis, California, in consideration of the right to participate in such activity, or view or otherwise be present at the facility, agrees as follows:

1. The Stables is a community. Please treat other members of the community with respect, courtesy, and consideration. Safe, considerate, and courteous behavior of each boarder, family member and guest are always required!
2. No person may enter or use the El Sueño facilities without first reading, understanding and agreeing to these Stables Rules and Regulations and has also signed the required El Sueño Equestrian Activities Waiver, Release and Indemnity Agreement. **NO EXCEPTIONS.**
3. Your safety is our primary goal. Everyone must always wear **AN ASTM APPROVED HELMET** while on horseback and handling a horse.
4. The boarder understands that the stable area is always to remain suitable for the entire family. No belligerent, malicious, defamatory, lewd, vulgar, profane, or otherwise objectionable conduct or language will be tolerated the boarder hereby covenants that his or her conduct will always be dignified and civil and hereby authorizes his or her expulsion and /or permanent exclusion from the stables if he or she breaches this covenant.
5. Boarders are responsible for their guest at all times and will make them aware of El Sueño Equestrian Center Rules and Regulations. No guest may handle or ride a horse, unless they have first signed and delivered a Hold Harmless Liability Waiver and Release to El Sueño Equestrian Management and El Sueño management has approved and countersigned the hold Harmless Liability Waiver and Release.
6. **NO SMOKING** in the barn, stalls, paddocks, corrals, near the shavings bin, manure or anywhere else in combustible material.
7. **NO PETS ALLOWED!** Please leave your pets at home.
8. Horseback riding requires muscle coordination, balance, mental alertness, and the ability to follow directions promptly and accurately. In the interest of safety, El Sueño reserves the right to forbid Guests who are mentally or physically unfit, or under the influence of drugs or alcohol to ride or handle the horses.
9. To the maximum extent permitted by applicable law, in no event shall EL Sueño Equestrian Center LLC, Gina Atton-Thomas or its staff be liable for any items that are lost, stolen, or damaged including trailers, vehicles and personal items.
10. Visits and lessons are by appointment only.
11. **Parking:** Parking is permitted in the designated areas provided. Do not park in front/back of barn entrances or near the sides of the barn. Do not park near the lawn or near the arenas. Any parking /driving related damage in non-designated or incorrectly parking areas will be repaired at Owner's expense.
12. **Speed Limit:** 5 MPH when entering and exiting the property. (DRIVING SLOW IS MANDATORY)
13. **Children:** No one shall leave a minor under the age of 16 unattended on the Stable's property. Minors under the age of 16 (hereinafter referred as "Children") must be always under the direct supervision of a responsible adult.
  - A- No Children may play in/on the hay bales.
  - B- Children, like all riders, must always wear **AN ASTM APPROVED HELMET** while on horseback and while handling horse.
  - C- Minor between the ages of 16 and 18 must have an emergency contact phone number listed in the office to ride in the absence of a parent or guardian. Trainer must be always present.
  - D- No one may jump a horse without a trainer's supervision.
  - E- No screaming, running or sudden movements.
14. **Doors:** All doors must remain closed while not attended including tack room doors. Owner's and guest must close unattended doors at all times.
15. **Hours:** The stable is open to owners seven days per week: 7:00 am - 7:00pm but may be closed periodically by El Sueño management during inclement or severe weather events for the protection of owner's and horses or for other reasons. Sundays there will be no watering and dragging of arenas.

16. Jumping/Jumps: Jumping is ONLY allowed under the supervision of a trainer during a scheduled lesson. No client is to ride without trainer's supervision and/or authorized by El Sueño staff.

17. Trainers-Dry-Erase Board: All horses must be signed in/out of the property on the dry erase board provided by El Sueño Management inside the main barn when they enter or leave the property, indicating departure date/time, horse name, rider name, destination and expected date/time of return. Owner must also let El Sueño Management member know when removing or returning any horse to/from the property.

18. Grounds: It is the duty of every boarder to help keep El Sueño property free of litter, clean and organized. This duty requires all boarders to clean up after themselves, especially while in the barn. Keep the aisles clean and tidy for your safety and the safety of others. You must clean up after your horse; it is very important for the longevity of the footing that manure be removed from the footing immediately.

19. **NO RIDING INSIDE THE MAIN BARN!** When riding around El Sueño, you may only ride to and from the arenas avoiding barn aisle and parking lots.

20. Office Hours are 8:00 AM to 5:00 PM Monday - Saturday. Please see ranch manager to arrange an appointment for any other times. In case of any emergency call (805) 386-2600. Available via email - [elsuenoequestriancenter@gmail.com](mailto:elsuenoequestriancenter@gmail.com)

21. Arena lights will be turned off at 7:00 PM, unless special arrangements have been made.

22. All arenas are open to all riders; However, Boarding Clients **lessons take precedence and have right-of-way**. Trainers have discretionary privileges. Do not alter jump heights or set courses.

23. Proper ring etiquette is to be always maintained. Pass left shoulder to left shoulder when approaching other riders. When on a circle, stay to the inside of the track. When not in a lesson please walk to inside of track leaving rail open. Common courtesy always applies.

24. This is an equine facility. All activities on these grounds are subject to the Equine Inherent Risk Law. By your presence on these grounds, you have indicated that you have accepted the limits of liability resulting from inherent risks of equine activities.

25. All horses boarding at EL Sueño Equestrian Center are required to maintain proper care.

26. Under no circumstances may you wear open-toed shoes at El Sueño Equestrian Center. Do not leave your horse unattended on the cross ties and or wash racks. Do not turn lights on inside the covered arena during the day. Do not graze your horse inside the pasture grass near the arena or bring your pets to the barn as a courtesy to other boarders and their horses.

#### **Health Requirement, Vaccinations, and Veterinary Care**

I. Customer warrants that horse is free from all contagious or infectious diseases upon delivery to El Sueño Equestrian Center.

II. On or prior to arrival of Horse at El Sueño Equestrian Center, customer shall have the Horse vaccinated and tested for and shall provide a record of the Horse's vaccination and tested within the last ninety (90) days for strangles, equine influenza, tetanus toxoid, encephalomyelitis, rhinopneumonitis, sleeping sickness, and a negative Coggins (swamp fever) test.

Please sign and date below and return a copy of these rules and regulations to El Sueño Equestrian Center to acknowledge that you have read and understand ALL rules and regulations.

\_\_\_\_\_

Boarder/Owner/Rider/Guest

\_\_\_\_\_

Date

\_\_\_\_\_

El Sueño Equestrian Management

\_\_\_\_\_

Date

Print Name: \_\_\_\_\_