



Sierra Meadows Ranch
LONG TERM HORSE BOARDING AGREEMENT

This Agreement is made by and between Sierra Meadows Ranch (SMR) and the Owner identified in Section 1 below (hereinafter referred to as the "Owner") for board of the horse described in Section 2 below, pursuant to the terms and conditions set forth herein and conditional upon timely payment of the applicable Standard Board Rate. **Owner acknowledges and understands that Owner's ability to keep the Horse on at SMR is a privilege and not a right**

Standard Boarding Rates:

Long Term Rentals (24x24 coral with enclosure)

- \$395.00/month Per horse
- \$350.00/month Per horse with 4 months minimum paid in advance

Short Term Rentals (12x12 Pipe Corals)

- \$35.00/night Per horse 3 nights or less
- \$30.00/night Per horse 4 nights or more
- \$175.00/week
- \$300.00/month for a 12 x 12

(All Pricing based on one horse/mule per corral)

Please initial here: _____

- A. **Payment Terms:** Payment in full is due upon submittal of this form and reservation. The Long Term Discounted Rate is due with reservation and will run in accordance to the dates listed herein. Credit Card is required to be kept on file for any additional expenses. For all other expenses incurred, SMR will invoice and charge the cc on file.

Fees for occasional additional requested services and for services deemed necessary by SMR due to the Owner's failure to provide required or adequate care or cleaning of the Horse will be invoiced at the end of each month, at a rate of \$25.00 per day and shall be paid by the Owner no later than 10 days after the date of the invoice

A \$50.00 late fee will be added to all late payments not received by the 1st of the Month. If paid by check, and check is returned for any reason, Owner will be charged \$50 for each occurrence.

Please initial here: _____

*DATE YOU WILL BE ARRIVING WITH YOUR HORSE(S): _____

Requested Stable Number (No Guarantee) _____

Confirmed by SMR staff Yes _____ No _____

1. Owner's Name, Address and Contact Number:

a. Full Name: _____

b. Address: _____

1. Street City State Zip

c. Cell Telephone No.: _____

d. Email Address: _____

e. Emergency Contact: _____

a. Name Cell Phone number_

2. Credit Card Information:

Credit Card Type: Visa/MasterCard/Discover/Am Ex

CC # _____ CIV # _____ (3-digit code on back)

Name on card: _____ Expiration Date: _____

Billing Address: _____
Street City State Zip code

3. Services Provided by Sierra Meadows Ranch --Responsibilities: The sole services provided by SMR are (a) pen space, (b) potable water, (c) water trough and (d) feed bucket. OWNER MUST **feed and water his/ her horses**). Each OWNER is responsible for feeding, watering, pen cleaning, vet care, and all other customary aspects of equine care, including set up and take down of pens (for those that have already set up their stalls). Sierra Meadows Ranch is not responsible or held liable for independent contractors hired by Owner.

4. All independent contractors must have a SMR release of liability form, insurance certificate if sole proprietor and workers compensation certificate if employees are on the ranch and a W-9 form signed and on file prior to performing any work and proof of insurance.

Please initial here: _____

5. Insurance: SMR highly recommends that Owner insures Owner's horse. If the Horse is insured, please provide the following information:

Insurance Company Name: _____

Phone Number _____

Agent or Broker's Name: _____

If the Horse is not insured, please initial here:

Please initial here: _____

6. Status of Horse and Routine Health Care: The Owner warrants and represents that said Owner is the sole Owner of the Horse and that there is no lien or mortgage against the Horse, that all of the information stated herein is true and correct to the best of Owner's knowledge, and that the horse is in good health and condition, free from exposure to contagious or infectious diseases, is up to date on all vaccinations, currently vetted, and has obtained a negative Coggins test. Any pertinent info regarding health of the horse is set forth immediately below. The Owner agrees to immediately notify SMR in writing of any health problem, illnesses, accidents, or exposure to contagious or infectious diseases of which the Owner becomes aware and which affect the Horse.

a. List any special **medical** conditions or requirements of the Horse:

b. I agree to hold Sierra Meadows Ranch and The Station harmless from any illness or injury of my horse(s). Sierra Meadows Ranch and/or The Station agree to notify owner of any illness or injury by telephoning owner upon discovery of any illness or injury. The Owner may use health care providers of its choice, if they abide by the Stable Rules while on the premises, provide proof of insurance for themselves and for anyone accompanying them, and do not disrupt the other business activities of the Stable

Please initial here: _____

7. Emergency Services: SMR reserves the right, but is in no way responsible for, to provide or secure additional services for the Horse if, in management's discretion, the Horse is seriously in need of such emergency services and the Owner cannot be reached, or the Owner, after request by management, fails to provide or secure such services for the Horse. SMR will attempt to notify the Owner of any emergency situations as soon as reasonably practical. If SMR is not able to reach the Owner, or the Owner does not give SMR instructions regarding the immediate care for the Horse, SMR will attempt to secure the services of the providers specified by the Owner to care for the Horse. Owner hereby agrees that in the event the Horse requires immediate and/or emergency care and the specified provider cannot be reached or is not available, SMR has permission to otherwise secure the care necessary to guard the welfare of the Horse. All financial responsibility for care provided to the Horse shall rest and remain solely with the Owner.

Please initial here: _____

8. Training and Instruction: Unless otherwise specifically permitted by SMR in writing, the Owner may only arrange for the training of the Horse or riding instruction at the premises through SMR. SMR may also occasionally offer seminars, sessions with guest trainers or clinicians, in which the Owner may apply to participate. The Owner may not bring or invite any trainer or instructor to work with the Horse and/or the Owner at the premises without the prior express written permission of SMR. At all times while Owner is receiving training and instruction at SMR, Owner shall wear a protective riding helmet.

Please initial here: _____

9. **Risk of Loss and Indemnity:** The Owner hereby assumes and shall bear the entire risk of loss and damage of any kind and nature, Act of God, whether or not caused by the active negligence of SMR, to Owner, the Horse and/or any other property of the Owner, SMR or third party, while at SMR, and to hold SMR harmless for the same. Likewise, the Owner assumes the risk of any loss or damage to the person or property of others caused either by the Horse or the actions of the Owner or the Owner's guests while at SMR and agrees to indemnify and hold SMR harmless against any claims resulting from the same, including but not limited to the costs of defending any resulting claims. SMR shall have no liability or responsibility for the personal property of Owner, and said property is stored on the premises of SMR at the sole risk of the Owner.

Please initial here: _____

10. **Stable Rules and Etiquette/Dog Control:** The Owner acknowledges that SMR has the right to impose rules which Owners and other visitors to SMR must follow. SMR shall post such rules in a prominent place. Owner acknowledges that she/he and any persons she/he brings to SMR's premises will conduct themselves in accordance with SMR's Rules. Sierra Meadows Ranch shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the facility or the preservation of good order on the facility. Owner agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.
- a. Dispose all trash in the appropriate bins provided
 - b. 5 mph speed limit
 - c. **No smoking or drinking alcohol in the Equestrian area, which lies east of Lodging/Office area**
 - d. **Not permitted to be in boarding area while under the influence of alcohol or drugs**

Please initial here: _____

- e. **Dogs must be kept on a leash at all times.** Dogs must be under the Owner's immediate control and supervision while at SMR. Dogs must not be allowed to leave the boarding area and are not permitted in the Horse Rental Area. If dogs are not kept on a leash and under control of the owner, after the second warning, SMR will ask the owner to vacate the premises with their horses and personal possessions, and the last months boarding deposit will be nonrefundable.

Please initial here: _____

11. **Expenses of Collection and Statutory Lien:** The Owner understands and agrees that if any amount due under this agreement remains unpaid for more than thirty (30) days after the date due, SMR may
- a. immediately terminate this Agreement,
 - b. Owner shall have the obligation of immediately removing the Horse from SMR, and (c) SMR may take legal action to collect all amounts due. The Owner hereby agrees to reimburse SMR for all expenses incurred in the collection of any amounts owed, including, but not limited to, attorney's fees and court costs incurred in the collection.
 - c. The Owner understands that if amounts due for the care of the Horse are past due, SMR has (pursuant to California Civil Code Section 3080 et seq., Livestock Service Lien) the right to place a lien on the Horse for the amount of any balance due and outstanding to

SMR as well as any amounts SMR has paid to secure services on the Horse's behalf. SMR shall have the right, in accordance with the procedures set forth in the statute, to sell the Horse and apply the proceeds of the sale to the amount due to SMR from the Owner. The owner hereby waives any requirements in the Statute for a public sale of the Horse, and consents to private sale of the Horse if SMR is entitled by law to sell the Horse, and if, in the sole opinion and discretion of SMR, private sale is likely to result in as high or higher price for the Horse. If any sale pursuant to this section does not result in a price sufficient to satisfy the Owner's obligation to SMR, the Owner shall remain liable to SMR for any remaining balance. If such a sale results in an amount exceeding the amount owed to SMR by the Owner, any such excess shall be remitted to the Owner.

- d. In the event the Owner fails to make payment in accordance with the provisions of this Agreement, neither accommodation made by SMR, nor failure by SMR to enforce its rights shall be deemed a waiver by SMR of its right to enforce any provisions under this Agreement in the future.

12. Notice: Any notice to SMR required by this Agreement will be deemed given if delivered by hand to the General Manager, Mark Deeds, or mailed to SMR at the address given in this Agreement. Any notice to the Owner, if of a general nature, shall be deemed given if given personally to the Owner, or mailed first class postage prepaid, to the Owner's address given on this agreement.

13. Law: All terms of this Agreement shall be construed in accordance with the laws of the State of California and the courts of that state shall have exclusive jurisdiction over matters arising under this Agreement. This Agreement shall be legally binding upon Owner, Owner's parents or legal guardians, Owner's heirs, legatees, attorneys and trustees.

14. Notice of Termination:

- a. For the Return Legacy Summer Boarders (those that have boarded at SMR for 5 years or more: This Agreement is at a month to month tenancy for the term of 4 months and may not be assumed by either party to create a Lease, or a right of entry onto real property, or a right to occupy real property. Either party may terminate this Agreement, for any reason or no reason at all, by giving the other party thirty days written notice thereof. If Terminated with cause, SMR will convert the Long Term Discounted Rate to the Short-Term Boarding Rate for the days stayed of \$350.00 per month and \$35.00 per night, and the difference between the Long Term Discounted Rate and the Short-Term Boarding Rate will be paid by the owing party.

15. Guests of Boarders: Boarders are responsible for their guests at all times. It is the responsibility of all boarders to ensure that their guests are informed of, and abide by, the rules and regulations as set by management. **Liability Release are to be signed by all guests, regardless of whether or not they intend to participate in any form of activity connected with horses. Please be sure to have your guest sign a release immediately upon arrival.** Any person(s) that are on SMR property, in any capacity, must have a release on file. **All minors are to be accompanied by an adult when on SMR property.**

16. Assumption of Risk: Horseback riding and other equine activities are classified as "rugged adventure recreational sporting activity." There are obvious and non-obvious inherent risks (in other words, risks that are always present) in such activity despite all safety precautions. Inherent risks include, without limitation: injury caused by bucking, biting, stumbling, rearing,

trampling, scratching, falling, or butting; horses, without respect to their previous behavior and characteristics, may act or react unpredictably (such as due to instinct, fright, or lack of proper control by the rider) And such action may not be controllable even by the most experienced rider; loss of control; collision; latent or apparent defects or conditions in equipment, animals, or property; acts of other participants; adverse weather conditions; contact with plants or animals; my own physical condition, abilities, and acts or omissions; the condition of remote roads, trails, waterways, or terrain, and accidents connected with their use; first-aid, emergency treatment, or other services rendered, and delay caused by difficult or remote location.

Please initial here: _____

By signing this agreement, owner is agreeing that Sierra Meadows Ranch, its members, agents, sub-contractors, affiliates and assigns shall not be liable for any damages suffered by, or injury to, or the death of owner and/or horse resulting from the inherent risks of equine related activities. Owner assumes the inherent risks of participating in all equine related activities.

I/We, the undersigned, have read, and understand the terms of this agreement, warnings, assumption of risk and knowingly release and waive liability against Sierra Meadows Ranch, its agents, sub-contractors, affiliates, successors and assigns. I/We further attest that all facts are true and accurate.

Owner's Signature

Owner's Printed Name

_____ Date

Sierra Meadows Ranch

_____ Date

If returning this my mail, please send to;
Sierra Meadows Ranch
P.O Box 8327
Mammoth Lakes CA
93546