



Canyon Lake
Farm
Equestrian Center
Board Agreement

Canyon Lake Farm Equestrian Center (hereafter CLF Equestrian Center), 30003 San Timoteo Canyon Rd., Redlands, CA 92373, owned and managed by CLF Properties LLC, enters into this Agreement with the undersigned individuals, as owner, lessors, lessees, or client, hereinafter "Client", to provide for the boarding one or more horses which belong to Client.

1. CLIENT () Owner () Lessor

Name: _____

Address: _____

City _____ State _____ Zip _____

Phone #: (Cell) _____

Phone #: (Work) _____

Phone #: (Home) _____

Email Address: _____

CLF Equestrian Center and the undersigned Client agree to the following, which are addressed more fully below and by addendum.

2. **EFFECTIVE DATE:** This Agreement becomes effective _____(Date), and shall run on a month-to-month basis during the following months. The Client cannot assign this Agreement unless CLF Equestrian Center agrees in writing.

3. **HORSE:** The Client represents it is the owner, lessee, or user of the following horse or horses, the condition of which is warranted as described in this paragraph. Any foals brought in with the horse or in gestation or born during the boarding, shall be for all purposes included within the term horse as used herein. A total of _____horse(s) is/are covered by this contract.
HORSE(S) NAMES AND DETAILS ARE LISTED ON PAGE 6 OF THIS CONTRACT.

4. **WARRANTIES BY CLIENT:** The Client warrants the horse (or horses) described in Paragraph 3 are in good health and condition and does not suffer from any communicable diseases. The horse is warranted to be effectively dewormed, current (within 6 months) on **immunizations for tetanus, strangles, influenza, rhino and encephalomyelitis**, and will be kept so by Client while stabled at CLF Equestrian Center.

5. **SCHEDULE OF CHARGES AND FEES:** A copy of the most current CLF Equestrian Center Fee Schedule has been or will be presented to the Client and by this reference is incorporated herein. CLF Equestrian Center reserves the right to change or alter the services and charges upon thirty (30) days' notice to Client.

6. **MONTHLY BILLING STATEMENTS:** CLF Equestrian Center will provide monthly billing statements to the person indicated in Paragraph 1 approximately 10 days before the month, specifying all charges for the month and Client agrees to pay billings as they are received.

Monthly charges are due on the first of the month. A late charge of twenty-five dollars (\$25) will be assessed for payments not received by the fifth (5th) of the month and on all returned checks. Any payments not received by the fifteenth (15th) of the month will be charged a fifty-dollar late fee (\$50). Payments can be made via Cash, Check, Bank Pay or Credit Card.

7. DELINQUENCY IN PAYMENT OF MONTHLY BILLINGS: In the event of delinquency in the payment of any charges under this agreement, in addition to any other remedies available to CLF Equestrian Center, in law or in equity, including the right to terminate this Agreement, CLF Equestrian Center may charge Client interest at the rate of one and one-half percent per month on any balance which is delinquent by more than thirty (30) days. In addition, if charges are not paid in a timely manner, CLF Equestrian Center shall have a lien on the horse boarded pursuant to Civil Code Section 3051, in the amount of the unpaid charges, and be entitled to take possession for the horse for the purpose of perfecting CLF Equestrian Center' lien rights in the horse. Client's obligation to pay boarding fees shall continue during CLF Equestrian Center' exclusive possession even though Client may be refused access to or use of the horse. Client further acknowledges that under Civil Code Section 3052, upon Client's failure to pay fees or other charges required by this agreement, within ten (10) days after they have become due, CLF Equestrian Center may proceed to sell Client's horse to satisfy the lien and for costs of sale at public auction by giving at least ten (10) days' notice of such sale by advertising in a newspaper published in Riverside County. Proceeds of the sale will be applied to discharge of the lien and cost of keeping and selling the horse, with the remainder, if any, being paid to Client. In the event the foreclosure proceedings do not secure a price sufficient to pay all costs and charges, the Client shall be liable for the difference. In the event that CLF Equestrian Center acquires the service of an attorney for the collections of outstanding charges or any other breach of the Agreement, the Client expressly agrees to pay the costs and attorney's fees incurred as a result thereof. If a Client removes his horse from CLF Equestrian Center without making satisfactory arrangements with CLF Equestrian Center to pay all the money he owes CLF Equestrian Center, the event will be considered a fraud and prosecuted accordingly.

8. SECURITY INTEREST CREATED: The Client grants a security interest to CLF Equestrian Center in all Client's interest in the horse, tack, trailers and equipment and proceeds thereof, for which boarding services have been provided or storage has been provided on the property by CLF Equestrian Center, and further agrees that a photo copy of this Agreement shall constitute a security agreement and financing statement under the Uniform Commercial Code, all rights of which shall benefit CLF Equestrian Center and that possession of such personal property shall constitute a pledge and possessory interest perfected thereby. The security interest is granted to secure Client's performance and payment promised herein. Upon default and request of CLF Equestrian Center, Client shall deliver the secured property to the possession of the horse and CLF Equestrian Center.

9. FARRIER, VETERINARY AND OTHER MEDICAL SERVICES: Client will pay all costs and charges of farriers, veterinarians, and other medical services that may be incurred for the horse indicated in Paragraph 3 while on CLF Equestrian Center premises, whether or not the services were incurred at the direction of CLF Equestrian Center as agent for the Client. If for any reason CLF Equestrian Center should pay for such services, the Client shall immediately reimburse CLF Equestrian Center. In the event that the horse shall, in the judgment of CLF Equestrian Center staff, require the services of a veterinarian, CLF Equestrian Center is hereby authorized, as agent for the Client to call the Client's veterinarian or, if he cannot be reached, CLF Equestrian Center is authorized to call any veterinarian of CLF Equestrian Center choice, which

Client will pay, or reimburse CLF Equestrian Center, therefore. CLF Equestrian Center may use Client's credit card to pay for any emergency services Client's horse or horses may require. This Agreement does not include veterinarian services, nor does CLF Equestrian Center maintain a veterinarian on its staff. Accordingly, CLF Equestrian Center has no duty to render any treatment or to call a veterinarian. In the event that veterinary treatment is obtained for Client's horse, CLF Equestrian Center shall not be responsible for any consequence of any such aid or lack thereof. Client will participate in the CLF Equestrian Center' Worming Program, as outlined in the CLF Equestrian Center Rules and Regulations, unless other arrangements are made with CLF Equestrian Center' management. Client, or CLF Equestrian Center as Client's agent, shall cause Client's horse to be kept current in worming and immunization and cause the horses hooves to be trimmed and/or shod on a regular basis for which the Client will be billed directly by the farrier or veterinarian, but providing should CLF Equestrian Center pay such bill, the Client will immediately reimburse CLF Equestrian Center.

10. SHARED PADDOCKS: The Client understands that if the Client's horse is boarded by CLF Equestrian Center in communal paddock or pastures, that horses which are confined together naturally seek and establish a pecking order that is demonstrated by and achieved by biting, kicking and chasing. A consequence of this action is that a horse may be injured, which is the risk the Client accepts by requesting their horse to be boarded in communal areas.

11. PREMISES: Client acknowledges that he/she has inspected the premises and has determined them to be safe and acknowledges that Client's presence and his/her invitee or guests' presence at any time on CLF Equestrian Center' premises is at their own risk. Client further acknowledges that no warranties or representations as to the condition of the premises have been made and Client agrees to adhere to any Rules and Regulations of CLF Equestrian Center and agrees to ensure that any of his/her invitees or guests are aware of and comply with such policies and **all signs** posted at the CLF Equestrian Center facilities.

12. MORTALITY AND MEDICAL INSURANCE: Client fully understands that risks of injury to the horse or loss of property are connected with boarding, training, conditioning, storage of personal property, etc., and are to be borne by the Client and if Client desires any insurance coverage for such risks, including, but not limited to: major medical; surgical; or mortality; it is the responsibility of the Client to acquire such insurance.

13. LIABILITY: During the time that the horse designated in Paragraph 3 is in custody of CLF Equestrian Center (including while at horse shows and in transportation to and from horse shows), CLF Equestrian Center shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by Client, horse or third parties from any cause whatsoever except by CLF Equestrian Center' act or omission which constitutes a willful or wanton disregard for safety. This includes, but is not limited to, any personal injury or liability which the horse, client or third parties may receive while on CLF Equestrian Center' premises.

14. RELEASE, HOLD HARMLESS, WAIVER AND PLEDGE: Because of the uncertainties and inherent risk in handling horses, the undersigned Client and CLF Equestrian Center agree that CLF Equestrian Center shall not be responsible for loss caused by property damage, injury or death of animals or people sustained by Releaser, his or her wards, charges, children, family, visitors and agents (hereinafter Releaser) arising out of the ownership, use or handling of the Releaser's horse or while said Releaser is on the premises of CLF Equestrian Center or while the Releaser's horse is in transportation by CLF Equestrian Center or is its care, custody, control at a horse show, and therefore, Releaser hereby releases CLF Equestrian Center to the extent

described in this paragraph. Releaser agrees to hold CLF Equestrian Center harmless from loss and claims of himself and third parties arising out of ownership, use, training, boarding, transporting or exhibiting of Releaser's horse and the negligence of the Releaser. Releaser waives and releases claims of its medical, disability, property and liability insurers, and as security of this waiver, release and hold harmless in this paragraph 14, Releaser grants and pledges as a security interest all money and proceeds arising from any such claim including insurance proceeds, trust and guardianship remainders and proceeds from testate or intestate succession which Releaser agrees not to relinquish or disclaim.

15. RIDING HORSES AT CLF EQUESTRIAN CENTER: Client is charged with the responsibility of requiring and obtaining a liability release form entitled " CLF Equestrian Center - Release of Liability" signed by anyone else who is not a signer of this Agreement before that person will be allowed to ride the Client's horse at CLF Equestrian Center. Should the Client cause or allow any person to interact or have contact with their horse while at CLF Equestrian Center the entire liability for damage or injury shall be that of and assumed by the Client, as described in the foregoing paragraphs 13 and 14 above.

16. PERSONAL PROPERTY: Personal property of the Client, when left at CLF Equestrian Center, such as motor vehicles, horse trailers, saddles and other equipment shall be the responsibility and at the risk of the Client and not that of CLF Equestrian Center.

17. REMOVAL OF HORSE: Client shall make arrangements with CLF Equestrian Center a minimum of thirty (30) days prior to the horse's removal from the premises by filling out a "Notice to Leave" form. Client shall have paid all charges owing under this Agreement before the horse may be removed from the premises.

18. LEASED HORSE ADDENDUM: If the Client is the owner and lessor of a horse boarded at CLF Equestrian Center, the boarding for which the owner/lessor has elected not to be responsible because that is the responsibility of the Lessee, the owner of the leased horse may sign the attached Leased Horse Addendum, which once signed, shall be a part of this Agreement, whether or not physically attached.

19. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. SUCCESSORS: This Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

21. ATTORNEY'S FEES: The prevailing party shall be entitled to an award of attorney's fees by a Court in any proceeding to enforce or defend their respective rights under this Agreement.

22. TERMINATION: Either party shall have the right to terminate this Agreement, without cause, by giving at least thirty (30) days' notice to the other. However, CLF Equestrian Center may terminate this Agreement at any time in the exercise of reasonable judgment for failure of the Client to follow the rules and regulations of CLF Equestrian Center, or because of breach or default of this Agreement by the Client.

23. RULES AND REGULATIONS: The Client and their guests shall observe all rules and regulations posted by CLF Equestrian Center, as posted from time to time.

24. QUARANTINE: CLF Equestrian Center reserves the right, at all times, to relocate any horse of Trainer or Client, within the premises of CLF Equestrian Center, or to direct its immediate removal if, for any reason, it is reasonably determined that such horse poses a risk of

communication of disease or damage. Should learn of or suspect the horse has a communicable disease, that fact immediately shall be communicated to CLF Equestrian Center management.

25. LESSONS AND TRAINING: CLF Equestrian Center is not responsible for the action, conduct, or obligation of individuals who have agreed with CLF Equestrian Center to provide lessons and/or training to the Client or the Client's horse.

26. CREDIT CARD INFORMATION: This information is required of all boarders for emergency purposes and on any accounts over sixty (60) days delinquent. A nominal fee will be charged for each transaction.

Name on Credit Card: _____

Credit Card Number: _____ **Billing Zip Code:** _____

Expiration Date: _____ **CCV:** _____

27. IMPORTANT POINTS OF EMPHASIS:

- **E-mail address:** Please list your e-mail address once more:

All billing invoices will be sent directly to the e-mail address above on a monthly basis. If you must have a mailed copy of your invoice please indicate above.

- **Boarders** who have feed bins located on the property must have all feed in a secured container in the feed room next to hay barn. Any feed that you want us to feed **MUST** be in a baggie and be ready to be fed. Under no circumstance will CLF Equestrian Center measure supplements (your grain, etc.) for your horse. Any veterinary bills incurred from a horse that becomes ill from eating out of an unsecured container will be the responsibility of the person who owns the container.
- **Stall Alterations:** No alterations will be made to any stall or facility without direct permission from management.

Printed Name: _____

Signature: _____ **Date:** _____

DESCRIPTION OF HORSE(S)

1. **Horse:** _____

Breed: _____ Registry No. _____ Age _____

Color: _____ Markings: _____ Gender _____

Veterinarian: _____ Phone: _____

Emergency Vet: _____ Phone: _____

Farrier: _____ Phone: _____

Insurer's Name (Mortality, Horse Major Medical and/or Surgical)

Policy Number _____

Desired Feed Schedule: _____

2. **Horse:** _____
 Breed: _____ Registry No. _____ Age _____
 Color: _____ Markings: _____ Gender _____
 Veterinarian: _____ Phone: _____
 Emergency Vet: _____ Phone: _____
 Farrier: _____ Phone: _____
 Insurer's Name(Mortality, Horse Major Medical and/or Surgical) _____
 Policy Number _____
 Desired Feed Schedule: _____

If additional horses are to be covered, duplicate this page and attach as the last page(s) of this Agreement, and check below:

See attached Description of additional horse(s).

Boarding Deposit Agreement

The Client agrees to pay CLF Equestrian Center a \$250 deposit for boarding of each horse. The deposit amount will be refunded to Client at termination of boarding when and if Client has given CLF Equestrian Center a thirty (30) day notification of vacating and all outstanding funds have been received.

The boarding deposit of \$250 will be awarded to CLF Equestrian Center in the event that the Client does not give CLF Equestrian Center a thirty (30) day notice and/or owes CLF Equestrian Center funds pertaining to, but not limited to, boarding.

Signature: _____ Date: _____
 CLF Equestrian Center Client

Vaccines

All horses arriving at CLF Equestrian Center must have documentation of being fully vaccinated within 6 months prior to moving in. A negative coggins test and health certificate are required if the horse is coming from out of state. No horse will be accepted without documentation. **Please attach a copy of your veterinarian statement showing the date and type of vaccinations.** This is for the safety of your horse and all of the horses currently being boarded at CLF Equestrian Center, Inc.

Signature: _____ Date: _____
 CLF Equestrian Center Client

Trailer/R.V. Storage

Client agrees to hold harmless and release CLF Equestrian Center of any liability in regards to the storage of ANY trailer or R.V. at CLF Equestrian Center. Any trailer or R.V. must be approved by management and fees are due on the first of each month.

Signature: _____ Date: _____

CLF Equestrian Center Client

License/Description: _____

CLF Equestrian Center Rules and Regulations

As the Ranch operators, we wish to provide a safe, clean well-maintained, well-managed facility for the horses and their owners, families, friends and trainers. Some rules are necessary to provide this service. Please have every member of the family, friends and trainers using the Ranch read and understand the following rules, and acknowledge their agreement to observe and abide by them by signing where indicated on the last page.

EQUESTRIAN ACTIVITY HAZARDS: For those Clients and Client's guests who are new to equestrian activities, and as a reminder to those who are experienced with horses, we would like to say that when you enter the CLF Equestrian Center grounds you are assuming responsibility for injury to yourself and your horse. We try at all times to keep CLF Equestrian Center grounds and facilities safe and we use the ordinary care and precaution of any reasonable and prudent stable owner and operator to keep the grounds and facilities free of any unreasonable risk of injury. However, because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to those obvious and clear dangers, any horse can kick, any horse can bite, any horse can bolt and run, thus subjecting you to injury from you horse and other horses unless you remain constantly alert to these and all other hazards while on the Ranch grounds. Your signature on this form acknowledges your understanding of these hazards and your acceptance of your responsibility for injuries occurring to you and/or your family members, your guests, your horse and your vehicles.

RANCH FACILITIES: The Stables Facilities are for the use of our clients and/or their families, guests and trainers, if any. Clients will be responsible for the conduct of their guests while at the Stables. We reserve the right to refuse admittance and/or direct non-boarders to leave the Stables if their conduct does not conform to Stables Rules and/or good social behavior. Disregard for these Stables Rules by our clients, their families and/or guests can and will result in our giving the client two weeks' notice to vacate the Stables. *Actions such as stealing, use of narcotics, flagrant damage or destruction of Stables property or client's property, abuse of animals, physical or verbal abuse of clients or Stables personnel will not be tolerated and will result in immediate expulsion from the Stables.* The horse will be maintained until the client makes other arrangements for its care. Any refund due will be made. Client and/or manager will be responsible for enforcement of this section of the rules.

RANCH HOURS: The Stables is open 7 days per week, Sunrise to Sunset (or just before or after is fine too). We understand that horse ownership has no time limits, however, we ask you be respectful of the owners and tenants that live on-site. Please no riding after 8pm for safety reasons. Absolutely NO admittance to the owner's home or any tenants home without expressed permission from owners or tenants, at any time. Any and all requests should be addressed with the Stable's Barn Manager or sent via Email.

In Emergencies contact the Barn Manager at this contact number: _____

FEEDING: It is our desire to feed sufficient rations of hay to attain and maintain your horse's ideal weight. **We provide up to 20lbs per day of Alfalfa Hay, Bermuda Hay or a Mix of the two at our current board rates. Additional hay or different types of hay can be provided at an additional cost.** We weigh the horses hay at each feeding. If you want your horse's feed to be

adjusted, please communicate this to the Barn Manager. Grain, pellets, supplements can be fed (you provide, and put into rationed baggies in a locked container in feed room) by us at no additional charge. Owner is responsible for keeping the baggies made up and at no time will the Stables feed additional feed unless it is provided by you in portioned baggies. Our grain/pellets available at additional cost. **No one is allowed in the hay storage area other than management or Stables employees. Horses are not allowed to eat from the haystack at any time. Children are not allowed to climb on or around the haystacks.**

DEWORMING: It is advisable that all horses are dewormed on a regular basis, we suggest a standardized de-worming program. On or near the first of January, April, July and October all of the horses at the Stables should be de-wormed. At any time, we may ask for proof of Vaccines/De-worming. Please keep good records of your horse's schedule. This service can be provided by CLF Equestrian Center for an additional fee.

HAUL-IN HORSES: Any horses hauled in for training/use of the arena must pay a USE fee to the Barn Manager or put into payment box. \$10/arena use fee or \$30/day for a stall with Alfalfa hay/Bermuda hay. Layover horses must check in with Barn Manager prior to move in.

MOBILE HORSE TRAINERS: Outside trainers are allowed on the premises but ONLY if they provide Proof of Liability Insurance naming CLF Equestrian Center and CLF Properties, LLC as an additional insured. This should be emailed to our office or given to Barn Manager prior to trainer coming onto property.

HORSE TRAILERS: You are welcome to store your horse trailer at the CLF Eq. Center in the designated trailer parking area. We cannot accept the responsibility or the liability for theft or damage to your trailer. The fee for this service is listed in the fee schedule. See Barn Manager.

DOGS: Please leave your dog at home. Only resident dogs are allowed on the premises. This rule is for your dog's safety as well as the safety of fellow boarders, clients, and horses. **If we see your dog on our property you will be asked to remove it.**

All children under the age of 18 MUST wear a helmet at all times while riding and must be supervised by a parent or guardian age 18 or older.

I have read the Rules and Regulations for CLF Equestrian Center Ranch owned by CLF Properties, LLC above. I agree to observe and abide by the Rules and Regulations. Please have all Clients, Trainers, Friends, and Family Members who will participate in any activity at CLF Equestrian Center read the above rules and sign and date below:

Print Name: _____ **Signature:** _____

Date: _____

Print Name: _____ **Signature:** _____

Date: _____

Print Name: _____ **Signature:** _____

Date: _____