

# PAGEMILL PASTURES BOARDING CONTRACT

3450 Deer Creek Rd. Palo Alto, CA 943065

(not a mailing address)

[www.pagemillpastures.com](http://www.pagemillpastures.com)

(650)303-9940

## BOARDING AND LIABILITY RELEASE

This BOARDING CONTRACT AND LIABILITY RELEASE ("Agreement") is made by and between Pagemill Pastures, (referred to herein as "PMP"), and \_\_\_\_\_ (referred to herein as "Owner").

The circumstances underlying execution of this Agreement as follows:

### Recitals

I have requested to enter PMP's property, be near horses, receive riding instructions or guidance, and/or houses (regardless of who owns them) on, near or off PMP's property. All parts of this agreement shall apply to me and children/legal wards listed above. We will collectively call ourselves "I", "me" or "my" throughout this agreement. This agreement is binding when PMP permits me (directly or indirectly) to enter its property or be near horse or ponies, receive riding instruction guidance and or / or to ride horses or ponies (regardless of who owns them) on near of off PMP property. PMP owns a horse riding stable which provides, amongst other services, boarding of horses and training. I understand that anyone located near or riding a horse can suffer bodily and other injuries. Among other things, horses are unpredictable by nature. For example, when frightened, angry or under stress the natural instincts of a horse are to jump forward sideway, or run away from danger by trotting or galloping. Horses are also know to kick, buck, rear up, strike or bite, I know that horses can do any of these things without warning. I also understand that all horses are powerful and potentially dangerous.

**Now, therefore, the parties agree as follows:**

### Agreement

**Fees** As consideration for the boarding and care of horse(s) at PMP, owners agrees to pay PMP a fee as set forth in the attached **Schedule of Fees**. All fees and charges are non-refundable and are subject to change

upon thirty (30) days written notice to owner. The amounts set forth in the attached PMP fee schedule are payable monthly. Payment is due on the 1st of each month. There shall be a late payment penalty of 5% which shall be added to the outstanding charges if payment is not received by PMP on the 5th of each month. In addition, interest shall accrue on the outstanding balance at the rate of 1.5% per month. PMP shall have the right to terminate this Agreement if the outstanding balance exceeds 30 days. There shall also be a \$25.00 fee for any checks returned unpaid.

Stall board of the horse includes use of all arenas, stall bedding (1 bag per week) and cleaning 2 daily, feeding hay 2 x daily. Space for tack and storage when available.

**First Payment.** PMP acknowledges the receipt of \$ \_\_\_\_\_, which has been paid by the owner to PMP upon the signing of this Agreement. This payment will be applied toward the first month's fees and expenses due to PMP under this Agreement.

### **INFORMATION ABOUT OWNER AND HORSE(S) TO BE BOARDED**

Owner's Name \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone #'s \_\_\_\_\_ Email \_\_\_\_\_

Person to contact in case of emergency, Name & Number \_\_\_\_\_

### **HORSE(S) INFORMATION:**

Name of Horse 1.) \_\_\_\_\_ 2.) \_\_\_\_\_

Sex & Age 1.) \_\_\_\_\_ 2.) \_\_\_\_\_

Breed 1.) \_\_\_\_\_ 2.) \_\_\_\_\_

Marking: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_

Vices/habits 1.) \_\_\_\_\_ 2.) \_\_\_\_\_

Veterinarian Info \_\_\_\_\_ Phone # \_\_\_\_\_

**MEDICAL INSURANCE.** I represent that I am now and will be at all times while on or near PMP property covered by accident/medical insurance, as described below, or I represent that I have sufficient funds to pay for the cost of my own medical care.

My insurance company is: \_\_\_\_\_

Policy # \_\_\_\_\_

**Person(s) to contact in case of emergency:**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Relationship \_\_\_\_\_

Owner represents that the horse(s) described in above is/are to the best of Owner's knowledge, free from transmittable illnesses or diseases and is/are de-wormed and current on immunizations. Owner must provide PMP with a provide vaccination records by a licensed veterinarian within (30) days.

**Owner's Inspection** - Owner has inspected PMP premises and is satisfied with the Condition of it \_\_\_\_\_ (initial)

**RELEASE OF LIABILITY.** In consideration of PMP undertaking the boarding and keeping of the Owner's horse(s) under the terms of this Agreement, Owner agrees to hold harmless and release PMP, Dino & Giselle Turchet and their respective employees, agents, managers, insurers, representatives, heirs assigns, affiliated persons, and others acting on their behalf from liability for any and all bodily injuries or damages that Owner (including his/her children or legal wards) may sustain when on or near PMP premises, whether riding on or located near horses, caused in whole or in part by the ordinary negligence of PMP, its agents, employees, and/or assistants. Such release includes all claims for injuries or damages arising from the condition of the property. "Damages" shall mean medical expenses incurred because of bodily injury or property damages, and/or personal property damages. Further, Owner releases and discharges PMP, Dino & Giselle Turchet and their respective employees, agents, managers, insurers, representatives, heirs, assigns, affiliated persons, and others acting on their behalf and from all claims, demands, actions, omissions, rights of actions, or causes of action (present or future), liabilities or obligations, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of owner's injury or damage that may be sustained, or property damage. Such release of liability shall include liability from all injuries, damages, or losses that Owners' horse(s) may sustain arising out of the boarding, conditioning, and/or training of Owners' horses at PMP that may occur from any cause whatsoever, including fire, theft, running away, accidents illness, or injuries during the term of this Agreement and while horse(s) is/are in PMP's care, custody, or control \_\_\_\_\_ initial

**LIABILITY RELEASE:** As consideration for being allowed to enter PMP's property, be near horses, receiving riding instruction or guidance, and/or horses (regardless of who owns them) on, near, or off of PMP's property. I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain when engaging in these and other activities. The term "damages" means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge PMP, Dino & Giselle Turchet and their respective officers, directors, employees, agents, managers, insurers, representatives, heirs, assigns, affiliated persons, and others acting on their behalf of and from any

and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur as a result of being on PMP's property, being near horses on, near, or off PMP's receiving riding instruction or guidance, or riding horses (regardless of who owns them) on, near, or off of PMP's property. **WARNING**, under the California Equine Activity Liability Act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity. **IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE LIABILITY RELEASE CONTAINED IN THIS PORTION OF THE AGREEMENT SHALL CONSTITUTE A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE CALIFORNIA EQUINE ACTIVITY LIABILITY ACT \_\_\_\_\_ (INITIAL), BY SIGNING THIS AGREEMENT AND LIABILITY RELEASE, I FULLY AGREE NOT TO BRING ANY CLAIM OR SUIT ON THE BASIS OF ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT AGAINST PMP, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATED PERSONS FOR (1) FAULTY TACK OR EQUIPMENT; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AND EQUINE ACTIVITY PARTICIPANT'S ABILITY TO SAFELY MANAGE A HORSE; (3) A DANGEROUS LATENT CONDITION OF PMP'S LAND; (4) ANY ACT OR OMISSION OF PMP THAT CONSTITUTES ORDINARY NEGLIGENCE.**

**TACK AND RELATED EQUIPMENT** - It is also mutually understood and agreed that PMP will not be liable for any loss of, damage to, or theft of Owner's equipment or personal belongings kept on the premises of PMP and recommends that Owner obtain insurance and take such other measures to insure the security of such property \_\_\_\_\_ (initial)

**INDEMNIFICATION** - Owner shall be solely responsible for all acts and behaviors of Owner's horse(s) at all times during the term of this Agreement. In no case shall PMP, Dino & Giselle Turchet and their employees, agents, managers, insurers, representatives, heirs, assigns, affiliated persons, and others acting on their behalf against all damages that Owner or Owner's guest or representatives may cause that are sustained or suffered by any third person(s) (not parties to this agreement, including any and all claims, damages, or injuries whatsoever. The indemnification shall also include the payment PMP's and Dino & Giselle Turchet attorney fees \_\_\_\_\_ (initial)

**EMERGENCIES**- In the event that PMP determines that the Owner's horse(s) have become injured or ill, Owner shall be notified as soon as possible at the telephone # specified in this Agreement. However, if Owner is unable to be reached or does not immediately inform PMP regarding measures to be taken, or if the horse(s) health requires emergency action, the right to contact a veterinarian or to furnish other advisable attention is within PMP's discretion, and PMP shall under these circumstances, act as Owner's agent to procure medical attention but not for payment of fees. Owner shall be solely responsible for payment of fees \_\_\_\_\_ (initial)

**PROCUREMENT OF ROUTINE VETERINARY AND FARRIER SERVICES** - Owner shall be solely responsible for payment of such fees and services. Owner agrees to pay for the cost of any such veterinary attention and agrees to release and hold PMP harmless from the consequences of these arrangements \_\_\_\_\_ (initial)

**CONTINUATION OF AGREEMENT**- Owner, as well as all persons entering the premises of PMP, is required to sign PMP's Agreement and Release of Liability, and parents of legally appointed guardians are required to sign on behalf of minor children under the age of 18. Such Agreement shall be continuing in nature and shall be in full force and effect each and every time Owner, Owner's children, wards or horses are on PMP property or involved in any PMP events on or off of PMP property \_\_\_\_\_ (initial)

**DAMAGE BY HORSE** - Owner agrees to reimburse PMP for materials and labor for excessive damage to PMP property by Owner or Owner's Horse (such as wood chewing, breaking fences or stall, etc.) In the event that PMP is unable to repair the damage the Owner agrees to pay a licensed contractor to repair the damage including cost of materials for full replacement cost expediently. PMP recommends that Owner obtain insurance for this liability \_\_\_\_\_ (initial)

**TERMINATION OF AGREEMENT- BY PMP**, PMP reserves the right to refuse to continue boarding Owner's horse(s) for any reason PMP shall give Owner at least thirty (30) day notice WRITTEN notice to remove horse(s) from PMP property. In extreme situations, such as the horse's health, dangerous or destructive propensities, or other, PMP reserves the right to give Owner three(3) day notice. After Owner has paid PMP in full for all fees and charges. Owner's obligations to PMP under this Agreement shall be concluded. It is understood that the other provisions of this Agreement, including but not limited to the release and indemnification provisions, shall survive the termination of this Agreement, regardless of which party terminates it \_\_\_\_\_ (initial)

**BY OWNER.** Upon at least thirty (30) day's **WRITTEN** notice to PMP, Owner may terminate this Agreement for any reason. Owner agrees to pay PMP all fees and expenses incurred up to the termination day and until the horse(s) are removed from PMP's custody and control. It is understood that the other provision of this Agreement, including but not limited to the release and indemnification provisions shall survive the termination of this Agreement, regardless of which party terminates it \_\_\_\_\_(initial)

**LIEN FOR FEES AND CHARGES-** Owner hereby grants PMP a possessors lien against the horse(s) of Owner for the value of any unpaid boarding fees or other charges due to PMP under this Agreement. In addition, PMP shall have a lien on all tack and equipment of Owner's located on PMP property. Owner agrees that in the event that the specified boarding fees and charges are not fully paid within sixty (60) days after the same have become due and payable, in accordance with this Agreement PMP shall be permitted to exercise its lien rights, and in connection with these rights, to sell horse(s), tack and equipment at private or public sale. Owner agrees to waive any protections or contrary provisions afforded by the California lien statute. Owner shall reimburse PMP for the costs of such sale, including consignment fees, listing fees, hauling, stabling, attorney fees and other charges. PMP shall give Owner at least fourteen (14) days prior notice of any such intention to sell the horse(s), tack and equipment by (1) mailing a letter to the Owner's last known address (by regular, first class mail) containing such intentions to Owner, and (2) making reasonable efforts to reach Owner by phone. If the sale of the horse(s) tack and equipment does not secure a sufficient price to pay the costs of board and other charges due to PMP, plus hauling and mileage, and other reasonable expenses and costs of the sale, Owner shall pay PMP the difference \_\_\_\_\_(initial)

**MISCELLANEOUS PROVISIONS-**

- Owner represents that all information provided in this Agreement is True and accurate.
- This Agreement shall be binding on, and inure to the benefit of PMP and Owner, and its employees, agents, managers, insurers, representatives, heirs assigns, affiliated persons, or other representatives.
- Modifications to this Agreement are only binding if in writing and signed by PMP and Owner. This Agreement cannot be assigned without the prior written agreement of PMP and Owner.
- California law governs this Agreement. If any provision is found invalid or unenforceable, the remainder of such provision or the remaining portions in this Agreement shall remain valid.
- This Agreement contains the entire agreement between Owner and PMP with respect to its subject matter and incorporates and intergrates all previous promises or understanding between Owner and PMP with respect to the subject matter.
- Should Owner breach this Agreement, Owner agrees to pay PMP's reasonable attorney fees and court costs related to such breach. Owner agrees that PMP shall have the exclusive right, in its sole discretion, to submit any dispute arising under this Agreement to binding arbitration under the rules of the American Arbitration Assoc., Owner consents to such forum if selected by PMP and Owner agrees to waive any right to a jury trial. It is also agreed that any legal disputes between the parties handled through the courts shall be brought and litigated in a court located in Palo Alto, CA.

**THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS BOARDING CONTRACT AND LIABILITY RELEASE AND AGREE TO BE FULLY BOUND BY ITS TERMS**

**OWNER:**

**NAME** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE OF SIGNATURE** \_\_\_\_\_

**PAGEMILL PASTURES,  
Giselle Turchet, Owner/Manager**

\_\_\_\_\_ **Date** \_\_\_\_\_