

# BROOKE'S ENTERPRISES, LLC. BOARDING CONTRACT

THIS AGREEMENT, DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, IS MADE BETWEEN " BROOKE'S ENTERPRISES, LLC." HEREINAFTER REFERRED TO AS "STABLE" AND

\_\_\_\_\_,  
HOMEPHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_, MOBILE PHONE: \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_, HEREINAFTER REFERRED TO AS "BOARDER".

## 1. FEES, TERMS, LOCATION AND PERSONAL PROPERTY

IN CONSIDERATION OF \$ \_\_\_\_\_ PER HORSE PER MONTH, PAID BY BOARDER IN ADVANCE ON THE 1<sup>ST</sup> DAY OF EACH MONTH, STABLE AGREES TO BOARD THE HEREIN DESCRIBED HORSE(S) AT STABLE LOCATED AT 4449 CARBON CANYON ROAD, BREA, COMMENCING ON \_\_\_\_\_, ON A MONTH-TO-MONTH BASIS.

THERE WILL BE AN ANNUAL COST OF LIVING INCREASE OF 2.5% ASSESSED FEBRUARY FIRST OF EACH YEAR REGARDLESS OF MOVE IN DATE.

STABLE RESERVES THE RIGHT TO INSTITUTE ANY OTHER INCREASES NECESSARY DUE TO PREVAILING COSTS.

BOARD IS DUE ON THE FIRST OF EVERY MONTH (REGARDLESS OF MOVE IN DATE & REGARDLESS OF WHETHER THE CUSTOMER HAS RECEIVED AN INVOICE) AND LATE IF NOT RECEIVED BY THE TENTH OF SUCH MONTH. A LATE FEE OF TWENTY FIVE DOLLARS (\$25.00) PER HORSE WILL BE ASSESSED FOR EACH PAYMENT NOT RECEIVED BY THE TENTH (10<sup>TH</sup>) OF THE MONTH. INVOICES ARE SENT BY EMAIL.

PAYMENT CAN BE MADE BY CHECK OR CASH ONLY, MAILED TO 4449 CARBON CANYON ROAD, BREA, CA 92823 OR LEFT WITH THE MANAGER AT THE STABLE.

FOR ANY HORSE THAT BEGINS BOARDING AT STABLE ON A DAY OTHER THAN THE FIRST DAY OF THE MONTH, BOARD FOR THAT MONTH WILL BE PRORATED BASED ON THE NUMBER OF DAYS REMAINING IN THE MONTH.

IF AT ANY TIME BOARD HAS NOT BEEN RECEIVED BY THE TWENTIETH (20<sup>TH</sup>) DAY OF THE MONTH STABLE WILL PLACE A LOCK ON THE STALL AND BOARDER SHALL NOT BE ALLOWED USE OF THE HORSE OR FACILITIES UNTIL ALL PAST DUE AMOUNTS HAVE BEEN PAID. THREE LATE PAYMENTS WILL RESULT IN IMMEDIATE TERMINATION.

INVOICES FOR CHARGES OTHER THAN THE MONTHLY BOARD WILL BE DUE ON RECEIPT.

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BAD CHECK FEE: A TWENTY DOLLAR (\$20.00) CHARGE WILL BE ASSESSED FOR EACH RETURNED CHECK ALONG WITH A LATE FEE IF APPROPRIATE.

RELOCATE FEE: THERE IS A \$100.00 FEE CHARGED FOR ANY BOARDER CHOOSING TO CHANGE STALLS.

DEPOSIT: IT IS REQUIRED THAT ONE MONTH'S BOARD PER HORSE BE ON DEPOSIT WITH THE STABLE. THIS IS TO BE PAID AT THE TIME OF MOVE IN. THIS WILL BE RETURNED WHEN THE BOARDER HAS LEFT THE STABLE MINUS ANY OUTSTANDING CHARGES.

VACATING STABLE: WHEN VACATING A STALL/PEN, THIRTY DAYS WRITTEN NOTICE IS REQUIRED. IF MANAGEMENT IS ABLE TO FILL THE STALL/PEN BEFORE THE END OF THE 30 DAY PERIOD WITH A NEW BOARDER, THE VACATING BOARDER IS ONLY OBLIGATED TO PAY THE STALL/PEN FEE UNTIL THE DATE OF REASSIGNMENT.

BOARDER IS RESPONSIBLE FOR LEAVING THE STALL/PEN IN THE SAME GENERAL CONDITION AS IT WAS WHEN THEY MOVED IN. IF THE STALL/PEN REQUIRES REPAIRS OR MAINTENANCE THE COST OF SUCH WILL BE DEDUCTED FROM THE BOARDER'S DEPOSIT AND ANY REMAINING AMOUNT WILL BE RETURNED TO THE BOARDER.

### 2. FEED & FACILITIES

STABLE AGREES TO PROVIDE OWNER WITH \_\_\_\_\_ TYPE OF ACCOMODATION FOR BOARDER'S HORSE(S). ADDITIONALLY, BOARDER'S HORSE(S) WILL RECEIVE 2 FLAKES OF ALFALFA PER DAY, ONE IN THE MORNING AND ONE IN THE EVENING.

IN LIEU OF THE 2 FLAKES OF ALFALFA PER DAY, BOARDER MAY REQUEST STABLE TO FEED OWNER'S HORSE(S) 1 FLAKE OF ALFALFA HAY IN THE MORNING AND 1 FLAKE OF TIMOTHY/ORCHARD HAY IN THE EVENING FOR AN ADDITIONAL \$\_\_\_\_\_ PER MONTH OR 2 FLAKES OF TIMOTHY/ORCHARD HAY (AND NO FLAKES OF ALFALFA) PER DAY FOR AN ADDITIONAL \$\_\_\_\_\_ PER MONTH.

### 3. EXERCISE

BOARDER SHALL BE SOLELY RESPONSIBLE FOR THE EXERCISE AND CARE OF BOARDER'S HORSE(S). IT IS EXPRESSLY UNDERSTOOD BY BOARDER THAT THE HORSE(S) WILL NOT BE TURNED OUT BY THE STABLE OR OTHERWISE EXERCISED BY STABLE.

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### **4. RISK OF LOSS**

DURING THE TERM OF THIS AGREEMENT, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE, OR ANY OTHER CAUSE OF ACTION WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANYWAY WITH THE BOARDING OF SAID HORSE(S). THIS INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL INJURY OR DISABILITY THE HORSE OR BOARDER OR BOARDER'S GUESTS OR TRESPASSERS MAY RECEIVE WHILE ON STABLE'S PREMISES. OWNER FULLY UNDERSTANDS THAT ALL RISKS CONNECTED WITH BOARDING OR FOR ANY OTHER REASON FOR WHICH THE HORSE IS IN THE POSSESSION OR ON THE PREMISES OF STABLE, ARE TO BE BORNE BY THE BOARDER. BOARDER BEARS THE RISK OF LOSS AND AGREES TO INDEMNIFY THE STABLE FOR ALL LOSSES, CLAIMS, DAMAGES, CAUSES OF ACTION, LIABILITY, ET CETERA, THAT MIGHT ARISE FROM BOARDING BOARDER'S HORSE(S) AT THE STABLE OR ANY ACTIVITY RESULTING FROM SUCH BOARDING AND PRESENCE ON STABLE PROPERTY.

### **5. HOLD HARMLESS**

BOARDER AGREES TO HOLD STABLE HARMLESS FROM ANY CLAIM RESULTING FROM DAMAGE OR INJURY CAUSED BY BOARDER OR SAID HORSE OR ANY PERSONAL INJURY CLAIMS FROM EITHER THE BOARDER OR BOARDER'S GUESTS/TRESPASSERS AND AGREES TO PAY ANY LEGAL FEES, AND/OR EXPENSES INCURRED BY STABLE IN DEFENSE OF SUCH CLAIMS. IN ANY CLAIMS AGAINST THE STABLE, THE BOARDER HAS AN OBLIGATION TO ASSUME THE DEFENSE OF THE STABLE AT THE BOARDER'S EXPENSE, WITH COUNSEL SUBJECT TO APPROVAL OF THE STABLE.

### **6. EMERGENCY CARE**

THE STABLE HAS THE EXCLUSIVE RIGHT, IN ITS SOLE DISCRETION AND JUDGEMENT, TO MAKE THE DECISION AS TO THE NEED FOR EMERGENCY VETERINARY CARE.

### **6. WORMING AND SHOTS**

BOARDER'S HORSE(S) SHALL HAVE BEEN WORMED WITHIN SIX (6) MONTHS PRIOR TO DELIVERY OF HORSE(S) TO STABLE AND BE UP TO DATE ON APPROPRIATE SHOTS.

BOARDER FURTHER AGREES TO CAUSE HIS/HER HORSE(S) TO BE WORMED AT LEAST ONCE EVERY SIX (6) MONTHS, THEREAFTER, DURING THE TERM OF THIS AGREEMENT. PROOF OF WORMING AND SHOTS SHALL BE FURNISHED TO STABLE UPON REQUEST.

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### 8. INSURANCE

BOARDER AGREES TO CARRY EQUINE LIABILITY INSURANCE PROTECTING OWNER AND NAMING AS ADDITIONAL INSURED STABLE IN THE AMOUNTS OF \$1,000,000/\$2,000,000. THIS POLICY MUST BE AN EQUINE POLICY NOT A RIDER ON A HOMEOWNER'S POLICY. WE RECOMMEND THAT THE EQUINE LIABILITY POLICY BE PURCHASED THROUGH LAUREL FOWLER INSURANCE (800 700-6263) AGENCY, BUT ANY BROKER WHO SELLS SPECIFIC EQUINE LIABILITY INSURANCE CAN BE USED.

BOARDER SHALL PROVIDE STABLE WITH CERTIFICATES OF INSURANCE PRIOR TO STABLE ACCEPTING HORSE FOR BOARDING.

BOARDER HEREBY REPRESENTS THAT THE VALUE OF BOARDER'S HORSE DOES NOT EXCEED \$1,500.00. IF BOARDER'S HORSE IS WORTH MORE THAN \$1,500.00, BOARDER WILL SEPARATELY INSURE SAID HORSE AND PROVIDE PROOF OF INSURANCE TO STABLE.

IN THE EVENT BOARDER HAS NOT SEPARATELY INSURED SAID HORSE(S) AND PROVIDED PROOF TO STABLE, BOARDER AGREES THAT ITS HORSE IS WORTH NO MORE THAN \$1,500.00. STABLE HAS RELIED UPON THIS REPRESENTATION IN ENTERING INTO THIS AGREEMENT AND BUT FOR OWNER'S REPRESENTATION, WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

ADDITIONALLY, BOARDER AGREES TO CARRY PERSONAL MEDICAL INSURANCE AT ALL TIMES WHILE BOARDING AT STABLE.

CARRIER: \_\_\_\_\_ GROUP#: \_\_\_\_\_ I.D.# \_\_\_\_\_

BOARDER'S SIGNATURE REQUIRED AS PROOF OF ACCEPTANCE OF INSURANCE REQUIREMENTS:

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

### 9. TRAINING

STABLE PROVIDES NO TRAINING SERVICES. STABLE DOES ALLOW TRAINERS TO TRAIN ON STABLE PROPERTY AS INDEPENDENT CONTRACTORS. SAID TRAINERS MAY ENTER INTO THEIR OWN CONTRACTS AND AGREEMENTS WITH PERSONS FOR TRAINING SERVICES. STABLE IS NOT RESPONSIBLE FOR SUCH TRAINING, NOR DOES STABLE ASSUME ANY RESPONSIBILITY FOR THE COMPETENCE, QUALITY, TRUSTWORTHINESS,

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HONESTY, ABILITY OR ANY OTHER CHARACTERISTIC OF ANY TRAINER WHO MAY, FROM TIME TO TIME, RENDER TRAINING SERVICES TO ANYONE ON THE PREMISES OF STABLE. THE LIABILITY FOR THE ACTS, CONDUCT OR ACTIVITY OF TRAINERS IS THE SOLE RESPONSIBILITY OF THE BOARDER.

ANY AGREEMENTS OR DISPUTES BETWEEN BOARDERS/RIDERS AND TRAINERS IS BETWEEN THOSE PARTIES AND DOES NOT INVOLVE STABLE.

BOARDER'S SIGNATURE REQUIRED AS PROOF OF UNDERSTANDING AND ACCEPTANCE OF SECTION 9:

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

## 10. RELEASE

I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT I AM APPRISED OR AM FULLY AWARE OF ALL RISKS OF PERSONAL INJURY AND/OR DEATH AS WELL AS PROPERTY DAMAGE AND/OR LOSS WHICH MAY OCCUR IN CONNECTION WITH THE USE OF THE FACILITIES OF STABLE, INCLUDING BUT NOT LIMITED TO THE RIGHT TO BOARD, WORK WITH AND/OR RIDE MY HORSE OR ANY OTHER HORSES. WITH FULL KNOWLEDGE, OF THESE RISKS AND AS A MATERIAL CONSIDERATION FOR THE RIGHT TO USE THE FACILITIES OF STABLE, I HAVE AGREED TO USE SAID FACILITIES UPON MY OWN VOLITION AND WITHOUT COERCION BY ANY PARTY. I VOLUNTARILY AND EXPRESSLY ASSUME ALL RISKS OF PERSONAL INJURY AND/OR DEATH AS WELL AS PROPERTY DAMAGE AND/OR LOSS WHICH MAY OCCUR IN CONNECTION WITH THE USE OF SAID FACILITIES. THUS, I SPECIFICALLY AGREE WITH STABLE, ITS OWNERS AND AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, PRINCIPALS, OFFICERS, EMPLOYEES AND AGENTS (AND INCLUDING THE SUCCESSORS AND ASSIGN OF EACH OF THE FOREGOING "RELEASED PARTIES" HEREIN) THAT I WILL NOT HOLD ANY OF THEM RESPONSIBLE IN ANY WAY, AND THAT THEY ARE ALL FULLY AND COMPLETELY RELEASED FROM ANY LIABILITY TO ME AND MY SUCCESSORS AND/OR HEIRS, IF ANY SUCH INJURY, DEATH, PROPERTY DAMAGE OR LOSS SHOULD OCCUR IN CONNECTION WITH THE USE OF SAID FACILITIES. PROPERTY DAMAGE INCLUDES INJURY OR DEATH OF HORSES.

## 11. COVENANT NOT TO SUE

THE UNDERSIGNED NOW AND FOREVER COVENANTS AND AGREES NOT TO SUE ANY RELEASED PARTY AND TO REFRAIN FOREVER FROM INSTITUTING, OR IN ANY WAY PROCEEDING UPON ANY CLAIM, CAUSE OF ACTION, JUDGMENT, SUIT OR PROCEEDING OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH THE UNDERSIGNED AND HIS SUCCESSORS OR HEIRS HAVE RELEASED PURSUANT TO THIS AGREEMENT.

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**12. WAIVER OF RIGHTS UNDER CALIFORNIA CIVIL CODE 1542**

THE UNDERSIGNED ACKNOWLEDGES THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

THE UNDERSIGNED AGREES AND ACKNOWLEDGES (WITHOUT LIMITING THE EFFECT OF PARAGRAPHS 1 AND 2 HEREOF) THAT THIS RELEASE SHALL EXTEND AND APPLY TO ANY AND ALL UNKNOWN, UNSUSPECTED AND UNANTICIPATED CLAIMS, AND SPECIFICALLY WAIVES ALL OF HIS OR HER RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA AND ALL OF HIS OR HER RIGHTS UNDER ANY SIMILAR LAW OF THE UNITED STATES OR ANY OTHER STATE, TERRITORY OR JURISDICTION.

**13. INDEMNIFICATION**

THE UNDERSIGNED FURTHER AGREES TO INDEMNIFY AND HOLD SUCH RELEASED PARTY HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES AND COSTS ARISING OR RESULTING FROM USE OF THE FACILITIES. IN PARTICULAR, ALL THE PROVISIONS OF THIS AGREEMENT SHALL BE IN AFFECT.

**14. DEFAULT**

THE TERMINATION OF THE AGREEMENT IS NOT THE EXCLUSIVE REMEDY IN THE EVENT OF A DEFAULT BUT, ON THE CONTRARY, IS CUMULATIVE OF ALL OTHER LEGAL AND EQUITABLE REMEDIES AVAILABLE TO THE PARTIES.

EITHER PARTY MAY TERMINATE THIS AGREEMENT FOR FAILURE OF THE OTHER PARTY TO MEET ANY MATERIAL TERMS OF THIS AGREEMENT. IN THE CASE OF A DEFAULT BY ONE PARTY, THE OTHER PARTY SHALL HAVE THE RIGHT TO RECOVER ATTORNEY'S FEES, COURT COSTS AND OTHER EXPENSES, INCURRED AS A RESULT OF SAID DEFAULT.

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## 15. ASSIGNMENT

THIS AGREEMENT CANNOT BE ASSIGNED BY BOARDER WITHOUT THE EXPRESS WRITTEN CONSENT OF STABLE.

## 16. TERMINATION OF BOARDING AGREEMENT

TERMINATION FOR ANY REASON. THIS IS A MONTH TO MONTH TENANCY AND EITHER PARTY MAY TERMINATE IT BY GIVING THE OTHER PARTY THIRTY (30) DAY WRITTEN NOTICE. IN THE EVENT NOTICE BY BOARDER IS LESS THAN THIRTY (30) DAYS, BOARDING FEES AND OTHER CHARGES SHALL BE PAID BY OWNER THROUGH THE 30TH DAY FOLLOWING THE DATE NOTICE IS GIVEN. IN THE EVENT NOTICE IS GIVEN BY STABLE, THE OWNER REMAINS OBLIGATED TO PAY ALL SUMS DUE (OR TO BECOME DUE) UNDER THE AGREEMENT.

TERMINATION FOR CAUSE. BOARDER UNDERSTANDS AND AGREES THAT IF STABLE DETERMINES, IN ITS SOLE DISCRETION, THAT BOARDER HAS MATERIALLY BREACHED THIS AGREEMENT, STABLE MAY TERMINATE THIS AGREEMENT FOR CAUSE UPON FIVE (5) DAYS PRIOR WRITTEN NOTICE TO BOARDER. EXAMPLES OF MATERIAL BREACH INCLUDE, BUT IS NOT LIMITED TO, REPEATED AND/OR SERIOUS VIOLATION OF THE STABLE RULES, NONE PAYMENT OF BOARD, THEFT OF STABLE PROPERTY OR PROPERTY BELONGING TO ANOTHER BOARDER OR CONDUCT PREJUDICIAL TO THE STANDARDS OF GOOD SOCIAL CONDUCT.

REMOVAL OF HORSE(S) UPON TERMINATION: BOARDER UNDERSTANDS AND AGREES THAT ALL AMOUNTS DUE TO STABLE PURSUANT TO THIS AGREEMENT MUST BE PAID IN FULL BEFORE BOARDER WILL BE PERMITTED TO REMOVE ANY HORSE FROM THE STABLE PREMISES. EACH HORSE REMAINING ON THE STABLE PREMISES FOLLOWING TERMINATION OF THIS AGREEMENT WILL BE SUBJECT TO APPLICABLE BOARDING FEES. ON THE TENTH DAY AFTER THE TERMINATION DATE OF THIS AGREEMENT, ANY HORSE REMAINING ON THE STABLE PREMISES WILL AUTOMATICALLY BECOME THE PROPERTY OF STABLE AND BOARDER AGREES TO FORFEIT BOARDER'S INTERESTS IN SUCH HORSE WITHOUT FURTHER NOTICE TO OR PERMISSION FROM BOARDER, AND STABLE MAY RETAIN ANY AND ALL PROCEEDS TO APPLY AGAINST AMOUNTS OWING TO STABLE FROM BOARDER AND AS COMPENSATION FOR ADMINISTERING THE SALE, TRANSFER, DONATION OR DISPOSITION OF THE HORSE. BOARDER AGREES TO TAKE SUCH STEPS AS MAY BE NECESSARY TO TRANSFER TITLE PAPERS TO STABLE. BOARDER AGREES THAT STABLE HAS NO OBLIGATION TO NOTIFY BOARDER OF THE PRESENCE OF ANY HORSE ON THE STABLE PREMISES, OR OTHERWISE NOTIFY BOARDER BEFORE A HORSE BECOMES THE PROPERTY OF STABLE PURSUANT TO THIS SECTION. ANY NOTIFICATION FROM BOARDER TO STABLE WILL HAVE NO EFFECT ON THE OPERATION OF THIS SECTION UNLESS STABLE AGREES TO ANY MODIFICATIONS. **TO THE EXTENT THAT ANY LAW OR REGULATION MAY PROVIDE FOR RIGHTS AND DUTIES OTHER THAN THOSE SET FORTH IN THIS SECTION, THE PARTIES AGREE TO WAIVE SUCH RIGHTS AND DUTIES AND AGREE THAT THIS SECTION WILL CONTROL.**

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REMOVAL OF PERSONAL PROPERTY UPON TERMINATION: BOARDER MUST REMOVE ALL PERSONAL PROPERTY FROM THE STABLE PREMISES UPON TERMINATION OF THIS AGREEMENT. ITEMS REMAINING ON THE STABLE PREMISES FOLLOWING TERMINATION OF THIS AGREEMENT MAY BE SUBJECT TO A STORAGE FEE. ON THE TENTH DAY AFTER THE TERMINATION DATE OF THIS AGREEMENT, ALL PERSONAL PROPERTY (INCLUDING MATS) REMAINING ON THE STABLE PREMISES WILL AUTOMATICALLY BECOME THE PROPERTY OF STABLE AND BOARDER AGREES TO FORFEIT BOARDER'S INTERESTS IN SUCH PROPERTY, REGARDLESS OF ITS VALUE. ACCORDINGLY, STABLE MAY SELL, TRANSFER, GIVE AWAY OR OTHERWISE DISPOSE OF SUCH PROPERTY WITHOUT FURTHER NOTICE TO OR PERMISSION FROM BOARDER, AND THAT STABLE MAY RETAIN ANY AND ALL PROCEEDS TO APPLY AGAINST AMOUNTS OWING TO STABLE FROM BOARDER AND AS COMPENSATION FOR ADMINISTERING THE SALE, TRANSFER, DONATION OR DISPOSITION OF SUCH PROPERTY. BOARDER AGREES TO TAKE SUCH STEPS AS MAY BE NECESSARY TO TRANSFER TITLE TO SUCH PERSONAL PROPERTY TO STABLE. BOARDER AGREES THAT STABLE HAS NO OBLIGATION TO NOTIFY BOARDER OF THE PRESENCE OF PERSONAL PROPERTY ON THE STABLE PREMISES, OR OTHERWISE NOTIFY BOARDER BEFORE SUCH PERSONAL PROPERTY BECOMES THE PROPERTY OF STABLE PURSUANT TO THIS SECTION. ANY NOTIFICATIONS FROM BOARDER TO ST ABLE WILL HA VE NO EFFECT ON THE OPERATION OF THIS SECTION UNLESS STABLE AGREES TO ANY MODIFICATION. **TO THE EXTENT THAT ANY LAW OR REGULATION MAY PROVIDE FOR RIGHTS AND DUTIES OTHER THAN THOSE SET FORTH IN THIS SECTION, THE PARTIES AGREE TO WAIVE SUCH RIGHTS AND DUTIES AND AGREE THAT THIS SECTION WILL CONTROL.**

### 17. LIEN BY STABLE

IT IS UNDERSTOOD BY THE PARTIES THAT PURSUANT TO STATE LAW, STABLE HAS A LIEN ON BOARDER'S HORSE(S) TO SECURE PAYMENT FOR SERVICES TO BE PROVIDED BY STABLE HEREUNDER, AND THAT IF BOARDER SHOULD NOT PAY SAME, THAT STABLE MAY SELL SAID HORSE(S) AT PRIVATE OR PUBLIC AUCTION PURSUANT TO STATE LAW, OR AT STABLE'S ELECTION RETAIN POSSESSION OF OWNER'S HORSE(S) UNTIL SUCH AMOUNTS ARE PAID. BOARDER MAY NOT REMOVE ANY HORSE FROM THE STABLE PREMISES UNTIL ALL AMOUNTS DUE UNDER THIS AGREEMENT ARE PAID IN FULL.

### 18. CONDUCT OF BOARDER AND GUEST

BOARDER ACKNOWLEDGES THE RULES OF THE STABLE (ATTACHMENT "A") AND AGREES TO BE BOUND THEREBY. THIS INCLUDES ANY CHANGES OR ADDITIONS THAT MAY BE MADE BY STABLE FROM TIME TO TIME. UPON NOTIFICATION OF ANY CHANGES OR ADDITIONS TO THE RULES OF THE STABLE, BOARDER



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SHALL HAVE THIRTY (30) DAYS TO EITHER ACCEPT (E.G., BY DOING NOTHING) OR TO OPT TO TERMINATE THE AGREEMENT UPON THE NOTICE PERIOD PROVIDED FOR IN SECTION 16.

BOARDER SHALL ABIDE BY ALL TERMS OF THE RULES OF THE STABLE (ATTACHMENT "A") AND SHALL ENSURE THAT BOARDER'S RELATIVES, GUESTS AND TRESPASSERS UNDERSTAND AND ABIDE BY SUCH TERMS. FAILURE OF COMPLIANCE WITH THESE TERMS BY BOARDER, BOARDER'S RELATIVES, GUESTS OR TRESPASSERS, WILL RESULT IN NOTICE OF TERMINATION BEING GIVEN TO BOARDER.

IMMEDIATE EXPULSION OF BOARDER'S HORSE(S) SHALL RESULT IF BOARDER, BOARDER'S RELATIVES, GUESTS OR TRESPASSERS ARE FOUND TO HAVE USED ILLEGAL SUBSTANCES ON THE STABLE PREMISES, STOLEN OTHER'S PROPERTY, INTENTIONALLY DAMAGED STABLE OR BOARDERS' PROPERTY, ABUSED ANIMALS OR PHYSICALLY OR VERBALLY ABUSED BOARDERS OR STABLE PERSONNEL.

THE ACTS AND OMISSIONS OF BOARDER'S RELATIVES, GUESTS OR TRESPASSERS SHALL BE CONSTRUED AS THE ACTS AND OMISSIONS OF BOARDER.

## 19. GUESTS AND TRESPASSERS

STABLE IS A PRIVATE BOARDING FACILITY AND IS NOT OPEN TO THE PUBLIC. ONLY BOARDERS AND AUTHORIZED INVITEES ARE PERMITTED ON THE PREMISES. IF BOARDER BRINGS ANYONE ELSE ON THE PREMISES, BOARDER MUST HAVE THAT PERSON EXECUTE A RELEASE OF LIABILITY AND DELIVER TO STABLE MANAGER ON PREMISES BEFORE ENTERING THE PREMISES. IN THE EVENT BOARDER FAILS TO HAVE THEIR GUEST EXECUTE SUCH RELEASE OF LIABILITY, THAT GUEST IS A TRESPASSER ON STABLE AND BOARDER ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR THEIR GUEST AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE STABLE FOR ANY INCIDENT, DAMAGES AND/OR LIABILITY RESULTING FROM THE TRESPASSER'S PRESENCE AT STABLE.

MOREOVER, ANYONE CARING FOR OR RIDING BOARDER'S HORSE(S) MUST HAVE A SIGNED RELEASE FORM ON FILE WITH THE STABLE.

**A VIOLATION OF THE RULES OF THE STABLE IS DEEMED A MATERIAL BREACH OF THIS AGREEMENT WHICH ALLOWS THE STABLE TO RESORT TO ALL ITS REMEDIES UPON SUCH VIOLATION.**

## 20. CALIFORNIA LAW

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF CALIFORNIA.

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## 21. SEVERABILITY

IF ANY PROVISION IN THIS AGREEMENT IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID, OR UNENFORCEABLE, THE REMAINING PROVISIONS WILL CONTINUE IN FULL FORCE WITHOUT BEING IMPAIRED OR INVALIDATED IN ANY WAY.

## 22. ENTIRE AGREEMENT

THIS AGREEMENT SUPERSEDES ANY AND ALL AGREEMENTS, EITHER ORAL OR WRITTEN, BETWEEN THE PARTIES. NO REPRESENTATIONS, PROMISES OR AGREEMENTS, ORALLY OR OTHERWISE, HAVE BEEN MADE BY ANY PARTY, OR ANYONE ACTING ON BEHALF OF ANY PARTY, WHICH ARE NOT SET FORTH HEREIN. ANY MODIFICATION OF THIS AGREEMENT WILL BE EFFECTIVE ONLY IF IT IS IN WRITING AND SIGNED BY BOTH PARTIES.

I HAVE READ AND UNDERSTAND THE BOARDING CONTRACT AND ATTACHMENT "A" AND "B" AND RECEIVED A COPY OF ATTACHMENT "A" (RULES OF THE STABLE) AND ATTACHMENT "B" (VETERINARY AGREEMENT) AND ATTACHMENT "C" (APPROVED LIST OF VENDORS).

EXECUTED AT \_\_\_\_\_, CALIFORNIA, THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

BROOKE'S ENTERPRISES, LLC.  
BY: \_\_\_\_\_  
Bill or Fran Klovstad,  
Owners

BOARDER:  
BY: SIGNATURE \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_