

SHADOW HILLS EQUESTRIAN CENTER

Owner/ Manager Johnny Higginson
10263 La Canada Way, Shadow Hills, CA 91040
818-352-2166

BOARDING AGREEMENT

Shadow Hills Equestrian Center, Inc., its owner, John T. Higginson (SHEC) hereby agree with the undersigned horse owner(s) ("Owner") as follows:

Owner has personally inspected the facilities and operation of SHEC and has found such to be maintained and operated in a manner suitable for the board and feed of his/her horse(s), described in boarding agreement.

Owner's Information:

Name_____

Address_____

Phone(s)_____

Email_____

DL_____ State_____ Exper_____

Emergency
Contact_____ Phone_____

Please provide the names of three references, at least one being a horse professional. References will be checked.

1) Name_____ Years known_____

Personal/professional_____ Phone_____

2) Name_____ Years known_____

Personal/professional_____ Phone_____

3) Name_____ Years known_____

Personal/professional _____ Phone _____

Name of horse _____

Show name _____ Reg # _____

Breed _____ Sex _____ Age _____

Color and description of horse (including white markings/tattoo number/visible scars if applicable):

Known vices: _____

Special Treatment requested: _____

Roughage feed (Alfalfa/Bermuda): _____

Additional fee for Timothy/oat/orchard _____

Supplements must be provided by horse owner, can be fed by management at an additional fee: _____

Veternarian _____ phone _____

Veternarian _____ phone _____

Move in date _____

Preferred stabling:

Box stall _____

Pipe corral _____

Pasture _____

Other _____

1) SHEC will provide one of the above choices if available, and basic feed of alfalfa, Bermuda or similar hay twice per day, fresh water, shavings at additional charge if needed per month, blanketing when needed. Stalls are cleaned daily and reasonable care provided of each animal to maintain its health and well being.

2) SHEC takes all reasonable precaution to protect the boarded animal, the owner's tack , equipment and guests from illness, accident, fire, theft and injury. However, it is the owner's responsibility to insure their animals, equipment, tack, themselves and guests against illness, accident, fire, theft and injury and hereby agrees to hold property (George Kallimanis, Don and Candy Trubey) and SHEC ranch owner (Johnny Higginson) harmless for any sort of act of omission including illness, accident, fire, theft, and injury unless those acts or omissions are willful or grossly negligent.

3) In the event that the boarded animal becomes sick or injured, or in the case of emergency SHEC will make every reasonable effort to contact the owner. If the owner and owner's preferred veterinarian(s) cannot be reached, the owner authorizes SHEC to order medical, veterinary or farrier care and agrees to pay the fees incurred.

4) Owner shall provide specific written instructions for each horse and make full disclosure. In the absence of such, owner will not hold SHEC responsible to provide care if needed.

5) In consideration of the above, owner agrees to pay the monthly charge of \$_____ in advance, on or before the first day of each month. If payment is not received by close of business on the 5th day of any month, a late fee of 10% for all unpaid amounts will be assessed. Prior to departure of the abovementioned animal, all fees are to be paid in full. A \$25 fee will be charged for 1st check returned or a stop payment placed on check, \$35 for any checks after.

Due prior to moving in: Full deposit, 1st month's fee, signed boarding contract by both parties, Release of Liability Waiver, and documentation that the horse vaccinations and worming are current.

SHEC has received payment in the form of a money order _____
check _____ cash _____ for the board amount of _____.

In addition SHEC has received money
order _____ check _____ cash _____ as a security
deposit.

Your security deposit mentioned above minus any outstanding fees will be refunded to you within thirty (30) business days of departure.

6) Any optional services required for a boarded horse can be provided by John T. Higginson or office manager by provided instructions. If owner requests services from an outside source, including training, lessons, or any horse related professional service, the individual(s) must meet with prior approval with management of SHEC.

7) Owner shall not move or relocate horse temporarily, change feed, supplements, or services provided by SHEC without WRITTEN approval by authorized personnel of SHEC. SHEC may relocate horse on SHEC property temporarily due to emergency situations, or situations that involve the horses safety, or the safety of others. Relocation of horse on the property for any other reason done by SHEC will be met with agreement of the owner.

8) Owner agrees to assume all financial responsibility for physical and personal loss or damage/injury (including death) caused by owner, owner's boarded horse, family or guests. Owner understands that he/she is responsible for all fees related to loss, damage or injury to include, but not limited to materials, labor, medical, replacement, and legal costs. Should my actions or that of my horse cause injury or damage to another person or the property of any kind above and beyond normal wear and tear of property used by horses, I and/or my own personal liability shall pay for such damages. This includes chewing and destroying fences, ripping apart buckets, pipe or stall damage caused by kicking, rolling, casting, biting, cribbing, chewing and any other vices.

9) Owner assumes all risk of loss by sickness of or injury to the boarded animal.

10) Owner agree to indemnify and hold SHEC, John T. Higginson (property owner), George Kallimanis (property owner) and Don and Candy Trubey (property owners) harmless from any loss, damage, liability or expense caused by the actions of owner's horse, owner, or owner's guests.

11) Owner agrees to hold harmless both SHEC and its agents or owners connected with any treatment administered to the horse including, but not limited to injections, pills, an poultices. Owner is responsible to provide adequate exercise of each horse in turn out, riding, hand-walk (unless medically restricted) once every five days. SHEC will provide exercise if owner has not done so at the owner's expense and the discretion of the ranch.

12) Owner agrees to pay all transportation costs for horse, incident to being boarded at SHEC. SHEC is expressly excluded from responsibility for the horse or insurance during transportation of said horse. If owner needs SHEC to transport animal, an agreement of fee will be made with owner and SHEC /John T. Higginson.

13) Owner understands his/her responsibilities to the other animal owners and covenants that his/her conduct and the conduct of the owners guests to behave at all times in a civil and safe manner. Owner acknowledges to have read a copy of the Ranch Rules and Guidelines. Owner agrees to vacate the property with loss of rents, deposits or any other monies paid or payable to SHEC for any violations of rules following written warning by SHEC of any violation(s).

14) Illegal substances of any kind will not be permitted on the property. Smoking cigarettes and bringing alcohol onto the property is prohibited. Individuals who appear to be under the influence of illegal drugs, alcohol, or medication that is impairing or inhibiting their or others safety will be asked to leave immediately or proper authorities will be notified.

15) Owner may visit property on the working hours of operation 7 days a week from 8:00-5:00pm for any office or management related business. Owner may visit property for use of horse and facility from the hours of 7:00 –8:00 am, 6:00-9:00pm with the knowledge that the office and/or management is closed. Special events may limit the use of facilities. Owner(s) will be notified in advance of such use of property. If owner needs special circumstances regarding hours eg. horse shows or emergencies, to please notify SHEC.

16) This contract is automatically renewable on a month-to-month basis.

17) TERMINATION: The owner of the boarded animal(s) agrees to provide WRITTEN notice of departure on the first day of any month, one full month prior to terminating this agreement. This agreement is to remain in full force and effect until terminated by either party with no less than (30) thirty days of notice unless owner commits an unlawful or unethical act (including mistreatment and abuse of own animal or others) or does not follow guidelines set forth by SHEC, in which case the agreement will be immediately terminated. All fees will be due immediately and any deposits will be forfeited.

I have read and FULLY UNDERSTOOD the above terms.

Horse Owner Signature _____ Date _____

SHEC, Inc. Authorized
Signature _____ Date _____