

37651 S Bird Rd \* Tracy Ca, 95304 \* 209-815-2786

Boarding Agreement

NAME OF OWNER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HOME ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PERSON TO CALL IN CASE OF AN EMERGENCY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RELATIONSHIP TO OWNER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANIMAL DESCRIPTION:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Name | Sex | Breed | Age | Color | Inoculations/Dates | Comments |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

NOTES\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BOARDING RATES & SERVICES:

\*Boarding rates include adequate feeding of hay 2 times a day\*

|  |  |  |  |
| --- | --- | --- | --- |
| Boarding Options | Quantity | Comments | Total |
| Ritz $350 mo |  |  |  |
| Bunkhouse $300 mo |  |  |  |
| Corrals &  Private Pasture $250 mo |  |  |  |
| Pasture $200 mo |  |  |  |

Total \_\_\_\_\_\_\_\_\_\_\_\_\_

**Additional Services are provided by private contract with Suzanne Contreras**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Service | Quantity | Cost | Comments | Total |
| Oral Medication |  |  |  |  |
| Injury Care (bandaging, hoof care, foot soak, etc) |  |  |  |  |
| Fly Spray Application (incl. a quick brush & owner provides supplies) |  |  |  |  |
| Grooming (hoof pick, curry comb, brush out mane & tail & owner provides all supplies) |  |  |  |  |
| Blanketing |  |  |  |  |
| Daily turnout |  |  |  |  |
| Exercising (round pen, arena, walking) |  |  |  |  |
| Bedding (5 bags per month) |  | $50 per mo |  |  |
| Extra Feed (1 flake of hay per day) |  | $5 per day or $50 per mo |  |  |
| Trailering |  | $1 per mile |  |  |

Total \_\_\_\_\_\_\_\_\_\_\_\_

Conditions of Boarding Agreement

1. Lone Tree Creek Ranch/ Rhona Cheatwood, agrees to board the above described animal, hereafter referred to as “the animal”, and to provide the other services specified above at the above stated rates.
2. The animal Owner agrees to pay for the above specified services at the rates stated above, in advance**. Board is due on the 1st of each month with late fees accruing after the 10th of each month, ($15.00), and also after the 25th of each month ($25.00).** The Owner hereby grants a lien on the animal to Lone Tree Creek Ranch/ Rhona Cheatwood, for all charges resulting from boarding and rendering any other services to the animal. **If any such charges shall be unpaid for a period of thirty (30) days will entitle him to redeem the animal, sell the animal at public or private sale, to satisfy the account.** The notice may be served by registered or certified mail with a return receipt requested, addressed to the address of the Owner as stated above. The proceeds of the sale, after payment of the expenses thereof, shall be applied to liquidate the indebtedness secured by the lien, including all charges accrued in caring for the animal up to the date of the sale, and the balance, if any, shall be paid over to the Owner. If the proceeds of the sale are insufficient to pay the expenses of the sale and the aforesaid indebtedness and accrued charges, the Owner shall pay the difference to Lone Tree Creek Ranch/ Rhona Cheatwood. The Owner understands that for the purpose of computing the boarding charges, any part of the calendar will be considered a full day. Charges do not include veterinarian services, shoeing, transportation, or other services not specified above. Such services can be arranged by Lone Tree Creek Ranch/ Rhona Cheatwood, at the written request of the Owner and fees for such services will be billed directly to Owner by the service provider.
3. The Owner specifically represents that he is the sole owner of the animal and that there is no lien or mortgage against the animal. The Owner certifies that all of the information stated above, regarding the animal, is correct. The Owner guarantees that the animal is in good health and has not been exposed to any contagious disease within the past thirty (30) days.
4. If the animal becomes ill or injured, or it is the opinion of Lone Tree Creek Ranch/ Rhona Cheatwood, that medical attention for the animal is required, Lone Tree Creek Ranch/ Rhona Cheatwood shall attempt to notify the Owner immediately. If the Owner does not immediately inform Lone Tree Creek Ranch/ Rhona Cheatwood, regarding the action to be taken or that the state of the animals health requires action, Lone Tree Creek Ranch/ Rhona Cheatwood, is authorized to request the services of a veterinarian or administer medicine or emergency attention deemed necessary. The Owner shall be responsible for payment for all such services.
5. LIABILITY- Lone Tree Creek Ranch/ Rhona Cheatwood or property owner, Suzanne Hewitt, shall not be liable for any damages to the animal arising out of or from the boarding of the animal or threat that may accrue from any cause whatsoever in connection therewith, including loss by fire, theft, running away, death, or injury during the term of this agreement, whether the animal be on the premises of Lone Tree Creek Ranch or not. Owner shall be solely responsible for all acts and behavior of the animal at any time during the term of this agreement, and in no case shall Lone Tree Creek Ranch/ Rhona Cheatwood or property owner, Suzanne Hewitt, be liable for the animals acts and behavior other than for the exercise of gross negligence on the part of Lone Tree Creek Ranch, their agents, or employees, in the boarding or keeping of the animal. Owner shall indemnify Lone Tree Creek Ranch against all damages sustained or suffered by reason of the boarding of the animal for any claims or injuries whatsoever arising out of the boarding and keeping of the animal.
6. Owner agrees that any foal after three (3) months age is considered an adult animal for the purpose of boarding.
7. Owner agrees to respect the rights of other persons and their property when utilizing the tack rooms and to exercise due care to maintain tack rooms in an orderly condition.
8. Riding arena and trails are available for use by Owner’s horse only and at the discretion of Lone Tree Creek Ranch/ Rhona Cheatwood. All Owners guests must sign a waiver located inside barns if they will be horseback riding. NO EXCEPTIONS! Use of any and all equipment may be conditioned on the permission or supervision of Lone Tree Creek Ranch and at the Owner’s and rider’s risk.
9. Owner agrees that no animals in his direct or indirect control shall be allowed to run loose in the stables, training, or exercise areas.
10. Owner acknowledges that an inspection of the premises has been made, and hereby accepts the condition thereof as is. In consideration of the agreement of Lone Tree Creek Ranch/ Rhona Cheatwood, to provide the services and use of premises stated above, Owner does hereby agree on behalf of himself and the members of his family, personal representatives, heirs, and assigns, to use all facilities at their own risk, to hold harmless and defend Lone Tree Creek Ranch/ Rhona Cheatwood and property owners, Dorothy Crites and Suzanne Hewitt, from any claims or demands by said persons or their guests for any injuries to person or property, including animals, occurring on the premises and to notify them that they enter upon the premises and use all facilities at their own risk.

**OWNER ACKNOWLEDGES THAT HE HAS READ THE FOREGOING AGREEMENT, UNDERSTANDS THE CONTENTS THEREOF, AND AGREES THAT THE OBLIGATION IMPOSED UPON OWNER ARE REASONABLE AND CONSTITUTE CONDITIONS PRECEDENT TO THE ACCEPTANCE OF ANY ANIMALS BY MANAGEMENT OF LONE TREE RANCH/ RHONA CHEATWOOD, FOR BOARDING OR TRAINING.**

Signed this date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Owner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lone Tree Ranch/ Rhona Cheatwood

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