



HORSE BOARDING AGREEMENT AND LIABILITY RELEASE

This Horse Boarding Agreement and Liability Release (this "Agreement") is made by and between Hawthorn Ranch, LLC, a limited liability company ("HAWTHORN RANCH"), and the undersigned ("BOARDER"). This Agreement is effective as of the date of last signature below (the "Effective Date").

A. **DEFINITIONS.** The terms "BOARD" and "BOARDING" shall herein refer to the compensation of daily routine husbandry, food, and physical space for animal(s) provided hereunder by HAWTHORN RANCH. The term "RIDER" shall herein refer to a person who rides or handles the HORSE(S) at the permission or on behalf of BOARDER. The term "I", "ME", or "MY" shall herein refer to the BOARDER(S) and the parents or legal guardians thereof if a minor.

B. **AGREEMENT PURPOSE.** HAWTHORN RANCH agrees to provide boarding services (hereinafter, the "Services") to the horse(s) specifically listed in Exhibit A (the "HORSE(S)").

C. **PAYMENT.** BOARDER shall pay HAWTHORN RANCH \$ [REDACTED] per month, per HORSE plus any applicable additional fees set forth in Exhibit B (collectively, the "Fee"). If BOARDER has paid a \$100 deposit in advance of the Term (as defined below) of this Agreement HAWTHORN RANCH will apply any such deposit towards BOARDER'S first month Fees. Fees shall be paid in advance and are due by the 7th day of each month. After the 7th day, a late fee of \$15 shall be added to the regular monthly Fee. Bounced checks will be assessed a bounced check fee of \$15 in addition to the late fee of \$15 for a total of \$30. HAWTHORN RANCH reserves the right to change the Fee at any time upon 30 days notice to BOARDER.

E. **TERM AND TERMINATION.** The term of this Agreement shall commence as of the first date of Services and will continue in force on a month-by-month basis until terminated by either party (the "Term"). BOARDER may terminate this Agreement upon 30 days notice to HAWTHORN RANCH. HAWTHORN RANCH may terminate this Agreement upon 14 days notice to BOARDER, or as otherwise specified in this Agreement. Failure to pay Fees as due shall also entitle HAWTHORN RANCH to immediately terminate this Agreement, and to keep the HORSE(s) in HAWTHORN RANCH's possession until all fees and charges are paid in full.

F. **BOARDED HORSE HEALTH WARRANTY.** Each HORSE shall enter the premises free from transmissible diseases, and must be effectively wormed, and current on immunizations for tetanus, strangles, West Nile virus and flu/rhino. Dental care must also be up to date within two years.

G. **HAWTHORN RANCH'S RIGHT TO REFUSE BOARD.** HAWTHORN RANCH reserves the right to deny, at any time during the Term, Services to any HORSE(S) for any reason, including: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which HAWTHORN RANCH is not equipped to handle; BOARDER's refusal to obey stable rules or to cooperate with HAWTHORN RANCH on reasonable requests relative to the management, welfare and safety of animals and people on premises; and also in event of discontinuation of the business of boarding horses.

H. ROUTINE HORSE CARE REQUIREMENT. The HORSE(S) must participate in HAWTHORN RANCH's worming, immunization, and dental programs, at BOARDER'S expense. BOARDER must maintain the HORSE'S health including immunizations and dental work. It is HAWTHORN RANCH'S discretion to require proof of immunizations and dental care. If BOARDER cannot provide proof within 48 hours if requested, HAWTHORN RANCH reserves the right to schedule and have a qualified individual perform immunizations and dental work at the BOARDER'S expense. The BOARDER shall promptly pay all expenses for all services.

I. IN EVENT OF BOARDED HORSE ILLNESS OR INJURY. Should the HORSE(S) become sick or injured, HAWTHORN RANCH shall attempt to telephone the BOARDER promptly. If the BOARDER does not immediately inform HAWTHORN RANCH regarding measures to be taken, or if the state of the animal's health requires immediate action, reasonable efforts will be made to contact a veterinarian. HAWTHORN RANCH is authorized to request the services of a veterinarian of its choice or to give any other attention that appears necessary at the expense of BOARDER.

J. VISITOR PERMISSION TO HANDLE HORSE(S). In the event someone other than the BOARDER and/or his family members call for the boarded HORSE(S) at HAWTHORN RANCH, such parties shall have written permission from the owner or other agreed upon pre-arranged permission with HAWTHORN RANCH to remove, handle, or ride specific boarded HORSE(S). BOARDERS must have all guest sign the release of liability before handling HORSE(S) or roaming on the premises.

K. BOARDER ACCEPTANCE OF RESPONSIBILITY. BOARDER has inspected HAWTHORN RANCH's premises and/or has in some way satisfied himself that the condition of the premises and the facility will provide an adequate and reasonable level of safety for BOARDER's HORSE(S) and BOARDER's family, guests, and visitors who enter the premises. BOARDER agrees to be responsible for any and all damages, injuries, loss of life caused by or to the animal(s) while in the care, custody and control of the BOARDER, BOARDER's family members, guest or other handler or agent appointed by them, and also for any acts of the HORSE(S). BOARDER is also responsible for accidents, injuries, and loss of life sustained by BOARDER, BOARDER's family members, guests, and agents caused by or in relation to the BOARDER's boarded HORSE(S).

L. RELEASE OF LIABILITY. In consideration of the Services provided by HAWTHORN RANCH hereunder, BOARDER agrees to hold harmless and release HAWTHORN RANCH, its owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations from legal liability due to HAWTHORN RANCH's negligence. BOARDER further agrees to hold HAWTHORN RANCH harmless for any economic and non-economic losses due to bodily injury, death, property damage, and injury to or loss by death of the boarded animal(s) or HAWTHORN RANCH'S personal horses, if sustained by me and/or my minor child(ren) and/or guest in relation to the premises and operations at HAWTHORN RANCH.

M. INHERENT RISKS AND NATURE OF THE HORSE WARNING. Horseback riding and horse driving is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a RIDER falls from horse to the ground it will generally be at a distance of from 3 1/2 feet to 5 1/2 feet, and the impact may result in injury to the RIDER. Horseback riding/driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training

and act according to its natural survival instincts which may include, but not limited to: stopping short, changing direction or speed at will; shifting its weight from side to side, bucking, rearing, kicking, biting, or running from danger.

N. HELMETS. BOARDER is required to wear a properly fitted, ATSM/SEI-standard equestrian helmet at all times while mounted. BOARDER will ensure that any guest or RIDER wears a properly fitted, ATSM/SEI-standard equestrian helmet at all times while such RIDER is mounted or otherwise exercising the HORSE. BOARDER's breach of this Section may result in immediate termination of this Agreement by HAWTHORN RANCH.

O. DIRECT LOSS TO PERSONAL PROPERTY WARNING. BOARDER is hereby warned that while on HAWTHORN RANCH's premises direct loss, damage, theft, or injury to BOARDER's HORSE(S), tack, equipment, vehicle and trailer is not covered by HAWTHORN RANCH'S insurance. The actual BOARDER, having financial interest in such items, must carry his own personal property insurance under a homeowner's, tenant's or other insurance policy, or under a separate policy as in the case of the loss of the HORSE(S).

P. CHOICE OF LAW AND JURISDICTION. This Agreement will be governed by and in accordance with the laws of the State of California without giving effect to any choice of law principles that would require the application of the laws of a different jurisdiction. Any disputes under this Agreement may be brought in the state or federal courts located in Sacramento County, California, and the parties hereby consent to the personal jurisdiction and venue of these courts.

Q. LIEN AGAINST BOARDED ANIMAL(S). The BOARDER hereby grants to HAWTHORN RANCH a possessory lien against the HORSE(S) for the value of all unpaid charges resulting from Services rendered hereunder. Should such charges go unpaid, HAWTHORN RANCH shall be entitled to exercise the right to enforce such lien according to the laws of California. HAWTHORN RANCH has the right to sell BOARDERS HORSE(S) and property to recover any amounts owed to HAWTHORN RANCH. Horse(s) will be sold at any price HAWTHORN RANCH chooses without regard to actual value.

S. ENTIRE AGREEMENT. This Agreement and the Exhibits constitutes the entire agreement between BOARDER and HAWTHORN RANCH with respect to the Services contemplated herein and supersedes all previous negotiations, commitments and writings with regard to such Services. No modifications or amendments hereof will be effective unless made in writing and signed by the parties.

WARNING

AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF SUCH EQUINE ACTIVITIES. I, BOARDER, THE UNDERSIGNED, HAVE READ AND UNDERSTAND AND ACCEPT THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTIONS OF RISK AND RELEASE AGREEMENT.

Signature(s)- (If more than one owner, please attach list of all owners, signatures, and addresses to Agreement) and Date

Printed Name

Mailing Address, City, State, Zip

Phone Numbers: Cell, Home, Emergency

Email Address

Emergency Contacts:

In case of injury or death to BOARDER, children, or guests please provide contacts that HAWTHORN RANCH may contact.

Name of Primary Emergency Contact and Relationship

Phone Numbers for Emergency Contact

Name
of Secondary Emergency Contact and Relationship

Phone Numbers for Emergency Contact

EXHIBIT A

Horse(s) to be boarded by HAWTHORN RANCH are hereby described as follows:

Name:

Age:

Color:

Sex:

Breed:

Medical conditions:

Name:

Age:

Color:

Sex:

Breed:

Medical conditions:

Name:

Age:

Color:

Sex:

Breed:

Medical conditions:

Name:

Age:

Color:

Sex:

Breed:

Medical conditions:



EXHIBIT B

Hawthorn Ranch General Rules

- Grass hay, alfalfa, or other suitable grass hay to be fed twice a day. It is up to HAWTHORN RANCH'S discretion to pick the hay that will be fed. No BOARDER provided hay or special request will be considered.
- BOARDER provided grain or supplements will be fed once a day if they are individually bagged, labeled, and stored in the appropriate location.
- General cleaning of the paddocks and pastures per HAWTHORN RANCH'S discretion. HAWTHORN RANCH will choose the cleaning schedule and no special request or considerations will be taken.
- Hours of operation are from 5AM to 10PM, seven days a week. The stables are staffed 24 hours a day. Please do not arrive before 5AM and make sure to be out by 10PM to avoid disturbing our onsite employees and tenants. Please turn off all lights before you leave the premises.
- All persons, parents or guardians, and guests must sign the proper release forms required by Hawthorn Ranch before handling, mounting, or riding.
- HAWTHORN RANCH has a zero tolerance policy for any type of improper conduct, including but not limited to verbal or physical abuse, threatening behavior, inappropriate sexual advances, unlawful or unwelcome harassment, gossip, theft or inappropriate removal or possession of property, and any other conduct deemed inappropriate by management. Improper conduct, as determined in the Stable's sole discretion, by clients, guests, private trainers, service providers, etc. may result in immediate termination of any and all contracts and or relationships between such person and HAWTHORN RANCH.
- BOARDER shall be responsible for the conduct of their guests, including but not limited to RIDERS, lessees, family members, children, significant others, trainers, farriers, veterinarians, or others entering Hawthorn Ranch at the direction of the BOARDER.
- Children under the age of thirteen (13) must be accompanied by an adult at all times.
- All BOARDERS and their guests are responsible for maintaining a clean and safe environment at Hawthorn Ranch. Please put away all personal items when not in use, and promptly clean up manure, hair, and shavings from grooming, wash areas, walking paths, and riding areas. Brooms, manure forks, and garbage cans are provided. Clients are to clean up after their ferries leaving no nails, hoof clippings, or debris. There is a magnet to retrieve nails for use in the boarders lounge.
- All dogs visiting Hawthorn Ranch must be kept under control at all times. Dogs may NOT be unattended at any time. All dog waste must be picked up immediately.
- Please notify management of any wounds, scrapes, cuts, or lameness found on any horse.
- Please do not handle or give treats or to any HORSE(S) other than your own.

- Please do not leave your horse unattended in grooming or wash area.
 - BOARDERS and guests are not to climb on or sit on any fences, including the arena fence. They may bring a chair if they wish to sit and watch.
 - Horses may NOT be tied to any fence post or rails. They may only be tied to designated tie areas or trailers.
 - NO SMOKING is allowed at Hawthorn Ranch.
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- If no lockers are available, you may use the boarders lounge for your tack and equipment at no cost. There is a waitlist for lockers in the boarders lounge. Hawthorn Ranch is not responsible for loss or damage to any of your equipment or tack.
 - Trailer parking is \$30 a month. Hawthorn Ranch is not responsible for loss or damage to your trailer.
 - Rubber mats may be used in the corners of the paddocks if you choose. Muck-buster may be used in the entrance area only within 4 feet of the gate. No other materials may be used, as it prohibits grass growth in the summer months and it causes issues for our equipment.
 - Use of barn stalls for your horse is prohibited unless you get permission from Hawthorn Ranch. You may reserve a stall for \$40 a month. This stall will be reserved for your use only. Day use of unreserved stalls is \$10 per night. Client must provide own shavings and cleaning. Day use stalls must be fully stripped after use. Hawthorn Ranch will still feed as usual, but you must let us know your horse is in the barn so we do not miss it. During major storms, reserved stalls will not be used by anyone other than those who reserved it. Horses that are old or are having health issues will be given preference for unreserved stalls. It is 100% up to Hawthorn Ranch's discretion as to what horses gets preference for available stalls.
 - Supplements will be fed only during morning feeding and only if the supplements are individually bagged and labeled and placed in the correct area. You must provide and hang your own container that must be hung on the gate for supplement feedings.
 - During the summer ALL paddocks and pastures are flood irrigated. This means that at least one time a week the paddock will be substantially wet and flooded. We only have two dry paddocks that are located behind the big barn. If you don't like the flooded areas you may move permanently to the dry paddocks, if available. Otherwise we will water at our discretion. Please do not request that we shut off the water or water less at any time. Also, we water on our own schedule; we will not take special request for additional irrigation.
 - All pastures are shared with as many horses and whichever horses Hawthorn Ranch chooses to pair up with your horse. If you do not like sharing the space, your horse has special dietary needs, or your horse cannot be with other horses, then you must be in an individual paddock. The larger 1 acre pastures may have up to 8 horses, the ½ acres may have up to 4 horses, and the 1/3 acre may have up to 2 horses. If your horse is the aggressor, he will be moved or must go in an individual space.