



Boarding Agreement

Owner/Boarder name* * = required field

Horse name*

Address / Street*

Email*

City*

Mobile phone* (numbers, no dashes)

State*

Zip code*

Other phone

Fox Canyon Farm, ("Stables") and Horse Owner ("Boarder") hereby agree as follows:

1. Boarder has personally inspected the facilities and operation of the Stables and has found such to be maintained and operated in a safe manner, free from defects and suitable for the boarding of horses owned by Boarder.
2. The Stables shall provide enclosure, basic feed, stall cleanings, bedding and fresh water for boarded horses.
3. Boarder agrees to pay boarding fees of \$..... per month per stall to Fox Canyon Farm for the services referenced above. Fees are due on the 1st of the month. Boarder agrees to pay \$50.00 per stall late fee if payment is received after the 7th of the month. If Fox Canyon Farm does not receive payment by the 20th of the month the Stables has the right to vacate the stall with 10 days notice to the Boarder. Fees are subject to change provided 10 days notice is provided to Boarder. A security deposit of \$400.00 shall be required for every horse.
4. Boarder understands that California Law (California Civil Code §3080) provides that stables engaged in the business of boarding horses have a possessory lien on the horses it boards to secure payment for its services. Section 3080.02 of the California Civil Code also permits stable lienholder to sell animals when Boarder is in arrears in payments, but only after judicial authorization, judgment or the consent of Boarder. Boarder hereby waives those provisions of California Civil Code § 3080.02 and hereby grants authority to Stable to sell any horse owned by Boarder which is more than 60 days in arrears in payment of boarding fees, upon 10 day written notice without any requirement that stable seek judicial authorization of any kind prior to sale. Boarder irrevocably waives any rights it may have under California Civil Code § 3080, except that Stable shall be required to provide Boarder with 10 days written notice of its intent to sell Boarder's horses for which payment of boarding fees is 60 days in arrears.
5. Boarder assumes all risk of loss by sickness or injury to Boarder's horse. Boarder is responsible for all veterinary and farrier services. Boarder is responsible for all contracted services including blanketing care, premium hay, turnout, and other related services. Payment for these services are due with boarding fees per Section 3 above.
6. Boarder assumes all risk of loss for tack, equipment or any other property owned by Boarder while on Stable property. Boarder understands it is the responsibility of the Boarder to provide insurance for injury to the Horse or for risk of loss of personal property.



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7. Boarder agrees to use safety equipment, including but not limited to, helmets and riding gear.
8. It is the Boarder's responsibility to maintain current phone numbers and emergency contact information with the Stables. All updates shall be made in writing to Fox Canyon Farm, 7202 Balcom Canyon Road, Somis, CA 93066 or via e-mail to info@foxcanyonfarm.com. Emergency information sheet shall include all persons
10. Boarder agrees to abide by all posted and written rules and policies of the Stables, which are subject to change without notice. Violations of Stables rules are grounds for Stables to request Boarder to vacate stalls and forfeit rent.
11. Boarder acknowledges that all guests, including spectators, must sign Release of Liability forms prior to use of the facilities.
12. Any damage to stalls, enclosures or other Fox Canyon Farm property caused by the horse or owner beyond regular wear and tear will be charged to the owner. Example: ruptured or distorted walls from kicking.
13. Boarder warrants that he owns said horse(s); or if said horse is leased, will provide a signed lease agreement from owner. Boarder will provide, upon arrival at Stables, proof of horses vaccination for the past 6 months.
14. Boarder agrees to accept additional risks posed by wildfires, as described in the attached Exhibit A.
15. This agreement is automatically renewed each month unless written notice is provided to the other party within 10 days of month end. No refunds for horses leaving facility during the month.
16. If any provision of this agreement is deemed unenforceable the remaining provisions shall remain enforceable.
17. The parties hereto agree that, except as expressly provided in paragraph 4 hereof, that California Law shall govern this agreement. Any prevailing party in this action regarding this agreement shall be entitled to reasonable attorneys' fees and costs of suit.
18. This agreement, and the General Release and Indemnification Agreement, shall constitute the entire agreement between the parties. These agreements may only be amended or modified by written instrument.

SIGNATURES OF PARTIES

Horse owner name*

Signing for Fox Canyon Farm

Owner signature*

Fox Canyon Signature

Executed at / City*

Executed at / City

State*

On/Date* (MM/DD/YY)

State

On/Date (MM/DD/YY)



ADDITIONAL RISKS POSED BY WILDFIRES

I understand that Stables face an elevated risk of wildfires. Wildfires are fast-moving, unpredictable, and dangerous. They can change course, forcing Stables to undertake emergency evacuations of horses and, with sufficient time, equipment, from Stable's facilities. Wildfires can bring flames, sparks, and hot objects. However, despite its best efforts, Stable cannot guarantee that it can prevent or limit all wildfire losses.

I understand that in the event of a wildfire Stables will undertake reasonable evacuation and mitigation efforts in good faith to minimize injury to or loss of horses and equipment. Depending on the circumstances, including lack of availability of staff, trailers, trucks, fuel, traffic, visibility, severity of fire conditions, unstable ground or road conditions, risks to humans, and governmental directives restricting access or activity, response and mitigation efforts could potentially result in some horses receiving attention, while other horses may not receive attention.

I acknowledge and agree that Stables will proceed as reasonably as possible should a wildfire emergency occur. However, I understand that even with the best advance planning, and the best efforts in response to a wildfire, there is never a guarantee that Stables can save every horse on its property and save all equipment on the Stables property.