

JUNIPER HILLS Inc. BOARDING AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 2009 made by and between **Juniper Hills Inc.**, hereinafter referred to as "STABLE", providing services as a corporation, located at 1381 Foothill Rd., New Cuyama, California and (*Owner's name*) _____ residing at (*Owner's address*) _____, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this **AGREEMENT**.

1. FEES AND TERMS

The OWNER agrees to pay \$200 per horse per month in advance on the First day of each month. The STABLE agrees to board the herein described horse (s) on a month to month basis commencing _____, 2009. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

Fees will be paid by check. The mailing address to be used is Juniper Hills Inc, PO Box 125, New Cuyama, CA 93254.

Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$30.00.

Failure to pay: If the OWNER fails to pay 3 (three) months, the STABLE will sell the horse to cover arrears in payment.

Returned Checks: A fee of \$25.00 will be added to the monthly boarding bill if a check is returned for insufficient funds, and an additional \$35.00 will be added for each additional returned check.

Mandatory Funeral Expense Deposit: A \$400.00 deposit is required to cover burial expenses. If the horse is moved prior to death, the deposit will be refunded, minus any outstanding obligations.

Additional expenses: The OWNER is responsible for the costs of supplements, medicines, grain/pellets/concentrate feeds, as well as any vet services (regular and emergency), hoof trimming, floating.

Monthly board and additional service fees are subject to change with a 30-day notice.

In the case where the OWNER's horse does not adjust, or shows dangerous and/or destructive behavior, the STABLE can terminate the agreement, and the horse must be removed within 30 days of notice.

2. DESCRIPTION OF HORSE(S)

Name: _____.

Age: _____

Color: _____

Registration/Tattoo _____

Sex: _____

Breed: _____

Number (if applicable): _____

Health Care:

- Vet Certificate (status of health and general condition)
- Date of last 4-Way vaccination _____
- Other vaccinations _____
- Date of last floating _____
- Date and product used for last worming

- Shoes () On () Off
- Date of last trim _____
- Special needs:

- Bring () Fly Mask () Blanket () Other (describe)

3. FEED AND FACILITIES

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse (s).

Horses will have free run areas and will be fed alfalfa and oat hay twice daily unless other feeding arrangements have been agreed upon. Free choice water and salt blocks are provided. Psyllium and worming will be provided by the STABLE on a regular basis.

Additional supplements such as grain, vitamins, etc. can be provided at an additional charge.

4. ROUTINE FARRIER AND VETERINARY CARE

STABLE will provide the necessary routine farrier and veterinary care of the horse as is reasonably necessary and will be charged to the OWNER. Service include, but are not limited to regular trimming, shoeing if required, vaccinations and worming. OWNER shall pay for each of these services, and any farm call charges associated with them, within 15 days of being billed by the STABLE.

The STABLE requests that OWNER (S) remove horse's shoes prior to retirement unless medically required to prevent lameness. If the horse arrives with shoes, the STABLE will have them removed and charge the OWNER.

Each horse will receive paste worming in accordance with veterinary recommendations, generally every 3 months. 4 –Way vaccine (sleeping sickness vaccines and tetanus) and West Nile will be administered once yearly and influenza twice yearly.

A negative current Coggins test is required by California for all horses arriving from out of state.

5. RISK OF LOSS

During the time that the horse (s) is/are in the custody of STABLE, STABLE shall *not* be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse (s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse (s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse(s) is/are in the possession of STABLE, *are to be borne by OWNER.*

6. HOLD HARMLESS

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse(s), OWNER or his/her guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

Please note that it is a requirement for all OWNERS and GUESTS to sign the separate HOLD HARMLESS agreement upon arrival to STABLE.

7. LIABILITY INSURANCE

OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this **AGREEMENT** shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim (s) arising out of or relating to this **AGREEMENT**.

8. EMERGENCY CARE

STABLE agrees to make every effort to contact OWNER, at the following emergency telephone number (_____), should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or farrier care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

The STABLE will have full authority for euthanasia if recommended by a licensed veterinarian, to prevent unnecessary suffering.

Either party may terminate this **AGREEMENT** for failure of the other party to meet any material terms of this **AGREEMENT**, including but not limited to stable rules.

9. STABLE RULES

OWNER hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his/her guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

STABLE Safety Rules;

STABLE Hours of Operation;

Notice of Required Release and Waiver for minors;

Statement of Applicable state equine liability laws;

Required Veterinary care;

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this **AGREEMENT**.

10. DEFAULT

Either party may terminate this **AGREEMENT** for failure of the other party to meet any material terms of this **AGREEMENT**, including but not limited to item **9. Stable Rules**. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this **AGREEMENT** shall be due and payable immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

11. ASSIGNMENT

This **AGREEMENT** may not be assigned by OWNER without the express written consent of STABLE.

12. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this **AGREEMENT**.

13. RIGHT OF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of California for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse

(s) after three (3) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss.

14. MEDIATION/ARBITRATION BY EQUINE DISPUTE RESOLUTION SERVICE

In the event of any dispute or disagreement relating in any manner whatsoever to this **AGREEMENT** the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the **Equine Dispute Resolution Service (EDRS)** and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successful resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of **Equine Dispute Resolution Service (EDRS)**, within 30 days of any declaration of impasse by **EDRS**.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of California.

Executed at _____ on _____ 2009.

By: _____
(Owner's Signature)

By: _____
For Juniper Hills, Inc

By: _____
(Printed Name of Owner)

Title

Owner's Address: _____

City: _____

State: _____

Zip: _____

Cell Phone : _____

Day Phone : _____

Evening Phone : _____

Specific Instructions and Information for Horse's Care

Horse's Name: _____

Owner's Name: _____

Address:

Day time phone: _____ Evening phone: _____

Cell phone: _____

This form allows you to give any specific instructions for care of your horse. This can include feeding, shoeing, handling, vaccinations, etc. You may note any particular likes/dislikes or habits Juniper Hills, Inc should know about as it relates to handling and caring for your horse.

Specific instructions and information:

Emergency Veterinary Care Instructions
Juniper Hills, Inc

Horse's Name: _____

Owner's Name: _____

Address:

Day time phone: _____ Evening phone: _____

Cell phone: _____

This form allows you, as owner of the horse, to provide Juniper Hills, Inc. management with your instructions for your horse's care during emergency situations. This is especially important in the case where we cannot contact you in a timely manner.

Limits of Care:

- () Do whatever can be done to save the horse. Dollar limit = \$ _____
- () Euthanize the horse if the dollar limit is exceeded.
- () If the percentage of chance of recovery is less than ____%:
 - () discontinue treatment
 - () euthanize the horse, if recommended by veterinarian

Other Instructions/Authorizations

Medical History of Your Horse

() Allergies: _____

() Lameness: _____

() Arthritis: _____

() Laminitis/Founder: _____

() Neurological: _____

() Nutritional: _____

() Other – Please describe in detail:

Owners Printed Name:

Owner's Signature

Date: _____