



ELVENSTAR FARM BOARDING AGREEMENT

This Agreement is made and entered into by and between (owner of horse),

Name _____

Address _____

City _____ State _____ Zip _____

Phone Numbers: (Home) _____ (Work) _____

Hereinafter designated "Horse Owner" and the owner of the stable, Elvenstar Farm, 15540 Lapeyre Rd., Moorpark CA 93021 hereinafter designated as "Stable Owner." This agreement covers the horse described as follows (include Attachment for additional horses):

Horse Name _____ Breed _____ Sex _____

Age _____ Color _____ Vaccinations: Flu/Rhino (Yes/No) _____ Date _____

West Nile (Yes/No) _____ Date _____

STABLE OWNER AGREES THAT:

1. It will keep the horse in a stall, paddock, or pasture.
2. It will feed, water, and care for the horse in a humane and husband-like manner in accordance with industry standards.

HORSE OWNER AGREES THAT:

1. He/she will pay Stable Owner (a) for facilities, feed, and services the sum of \$ _____ per month, payable on the first day of each month in advance; and (b) for drugs, mediations, and any other items administered to the horse and not specified above, on or before the first of each month following invoicing.
2. In the event the horse is sold or leased by Horse Owner to a third party, the Horse Owner shall advise Stable Owner in writing within twenty-four (24) hours after such sale or lease.
3. In the event Horse Owner wishes to subsequently board a horse other than or in addition to the horses identified above, Horse Owner shall complete and sign a separate boarding contract identifying each new horse.
4. Stable Owner shall be entitled to a lien against each boarded horse for the value of facilities, feed, services, and/ or items administered under paragraph 1, and shall be to enforce the lien according to the statutory and common law of the State of California, provided that (a) Stable Owner performs as herein specified, and (b) Horse Owner fails to make a scheduled payment or breaches any other term or provision of this Agreement.
5. Horse Owner and Stable Owner agree that in the event that either party institutes an action or proceeding for the enforcement or interpretation of this Agreement, the prevailing party in any such action or proceeding shall be entitled to any legal fees and costs incurred in addition to any other relief.
6. In the event the horse shall require the services of a veterinarian, Stable Owner will immediately contact Horse Owner. In the event Horse Owner cannot be reached, Stable Owner is hereby authorized as agent for Horse Owner, (a) to call D.V.M.; and should he/she be unavailable, (b) to call any other licensed veterinarian of Stable Owner's choice. All fees and other costs and charges charged by the veterinarian shall be the sole and exclusive responsibility of the Horse Owner, with no liability whatsoever on the part of the Stable Owner for such fees.



ELVENSTAR FARM BOARDING AGREEMENT

7. Horse Owner understands that portions of the Western United States are at elevated risk of wildfires throughout the year. Wildfires are, by their nature, fast-moving, unpredictable, and dangerous. Wildfires can change course, forcing the farm to undertake emergency evacuations of horses and, with sufficient time, equipment, from the farm's facilities. Wildfires can bring flames, sparks, and hot objects. However, despite its best efforts, Stable Owner cannot guarantee that it can prevent or limit all wildfire losses.

Horse Owner understands that in an emergency situation caused by wildfires in the area where the farm is located, Stable Owner (as well as the Stable Owner's employees, agents, contractors, representatives, and/or assistants) will undertake reasonable evacuation and mitigation efforts in good faith to minimize injury to or loss of horses and equipment on the Stable Owner's premises and/or in the Stable Owner's care, custody, or control. Depending on numerous circumstances during a wildfire – including lack of availability of staff, trailers, trucks, fuel, traffic, visibility, the severity of fire conditions, unstable ground or road conditions, risks to humans, and governmental directives restricting access or activity – Stable Owner's response and mitigation efforts could potentially result in some horses receiving attention, while other horses may not receive attention.

Horse Owner acknowledges and agrees that the Stable Owner will proceed as reasonably as possible should a wildfire emergency occur that threatens to cross the Stable Owner's property. However, Horse Owner understands that even with the best advance planning, and the best efforts in response to a wildfire, there is never a guarantee that the Stable Owner can save every horse on its property and save all equipment on the Stable Owner's property.

8. Horse Owner and each and every guest accompanying Horse Owner to the stable, including the parent or guardian of each and every minor, shall sign the Elvenstar Farm General Release form, and shall at all times comply with the Elvenstar Farm Stable Rules, as they may be amended from time to time. Horse Owner understands that by execution of the General Release and/or this Agreement that Horse Owner, indemnifies and holds Stable Owner harmless from and against any and all known and unknown claims, costs, expenses, liabilities, actions of any kind or nature whatsoever which may arise, either directly or indirectly, in connection with the execution and performance of this Agreement by Stable Owner.

9. THIS AGREEMENT MAY BE TERMINATED, WITH OR WITHOUT CAUSE, BY EITHER PARTY, BY PROVIDING NOT LESS THAN FIFTEEN (15) DAYS WRITTEN NOTICE TO THE OTHER PARTY OF ANY SUCH DESIRED TERMINATION.

Signature of Horse Owner _____ Date _____

Signature of Stable Owner _____ Date _____



ELVENSTAR FARM BOARDING AGREEMENT

ATTACHMENT - ADDITIONAL HORSE(S)

Date: _____

Horse Name _____ Breed _____ Sex _____

Age _____ Color _____ Vaccinations: Flu/Rhino (Yes/No) _____ Date _____

West Nile (Yes/No) _____ Date _____

Monthly sum for facilities, feed, and services \$ _____

Horse Name _____ Breed _____ Sex _____

Age _____ Color _____ Vaccinations: Flu/Rhino (Yes/No) _____ Date _____

West Nile (Yes/No) _____ Date _____

Monthly sum for facilities, feed, and services \$ _____

Horse Name _____ Breed _____ Sex _____

Age _____ Color _____ Vaccinations: Flu/Rhino (Yes/No) _____ Date _____

West Nile (Yes/No) _____ Date _____

Monthly sum for facilities, feed, and services \$ _____

Horse Name _____ Breed _____ Sex _____

Age _____ Color _____ Vaccinations: Flu/Rhino (Yes/No) _____ Date _____

West Nile (Yes/No) _____ Date _____

Monthly sum for facilities, feed, and services \$ _____



ELVENSTAR FARM BOARDING AGREEMENT

Horse Name _____ Breed _____ Sex _____

Age _____ Color _____ Vaccinations: Flu/Rhino (Yes/No) _____ Date _____

West Nile (Yes/No) _____ Date _____

Monthly sum for facilities, feed, and services \$ _____

Horse Name _____ Breed _____ Sex _____

Age _____ Color _____ Vaccinations: Flu/Rhino (Yes/No) _____ Date _____

West Nile (Yes/No) _____ Date _____

Monthly sum for facilities, feed, and services \$ _____

Horse Name _____ Breed _____ Sex _____

Age _____ Color _____ Vaccinations: Flu/Rhino (Yes/No) _____ Date _____

West Nile (Yes/No) _____ Date _____

Monthly sum for facilities, feed, and services \$ _____

Horse Name _____ Breed _____ Sex _____

Age _____ Color _____ Vaccinations: Flu/Rhino (Yes/No) _____ Date _____

West Nile (Yes/No) _____ Date _____

Monthly sum for facilities, feed, and services \$ _____



ELVENSTAR FARM BOARDING AGREEMENT

Horse Name _____ Breed _____ Sex _____

Age _____ Color _____ Vaccinations: Flu/Rhino (Yes/No) _____ Date _____

West Nile (Yes/No) _____ Date _____

Monthly sum for facilities, feed, and services \$ _____

Horse Name _____ Breed _____ Sex _____

Age _____ Color _____ Vaccinations: Flu/Rhino (Yes/No) _____ Date _____

West Nile (Yes/No) _____ Date _____

Monthly sum for facilities, feed, and services \$ _____

Horse Name _____ Breed _____ Sex _____

Age _____ Color _____ Vaccinations: Flu/Rhino (Yes/No) _____ Date _____

West Nile (Yes/No) _____ Date _____

Monthly sum for facilities, feed, and services \$ _____

Horse Name _____ Breed _____ Sex _____

Age _____ Color _____ Vaccinations: Flu/Rhino (Yes/No) _____ Date _____

West Nile (Yes/No) _____ Date _____

Monthly sum for facilities, feed, and services \$ _____