

## The BANCROFT RANCH BOARDING AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Bancroft Ranch (BR), Carmel Valley, California and \_\_\_\_\_, for board and care of the horse described below, pursuant to the terms and conditions set forth below.

Name of Owner:		Day Phone:	
Address:		Evening Phone:	
		Cell/Other Phone:	
Name of Horse:	Year of Foaling:	Color:	
Breed:	Reg. #:	Height:	
Special Marks, Conditions and/or Defects:			
Veterinarian:		Phone:	
Farrier:		Phone:	
Insurance Carrier:		Policy #:	Phone:

**OWNER AGREES AS FOLLOWS:**

1. **Payment Terms.** To pay each month's board in advance and in accordance with the current rate sheet. Board fees not received by the 5<sup>th</sup> of each month shall be charged a 10% late fee. The Bancroft Ranch (BR) shall have and is hereby granted a lien (see item 7) for any and all unpaid fees after 60 days of non-payment.
2. **Additional and Emergency Services.** If the horse becomes ill or is injured, the owner shall be notified at the phone numbers above for instructions. If the owner cannot be reached, and the horse's health or well-being requires immediate attention, BR shall have the right to use its best judgment regarding measures to be taken on said horse's behalf. All financial responsibility for care provided to the horse shall rest solely with the owner.
3. **Stable Rules.** To abide by the written policies of BR. The policies that are in force and effect at the time of this agreement are labeled as "Stable Rules". Said policies are subject to written amendment as made and as provided by BR to owner and/or lessee.
4. **Notice of Board Termination.** Owner agrees that no horse shall be removed from BR without full payment of sums due and owing. Refunds of board and training will not be made if the horse is removed prior to the next monthly billing. Thirty (30) days notice of removal due to board termination is mandatory.
5. **Horse Removal - Permission.** That no horse may be removed from BR without permission from the owner. All sums due and owing must be paid in full. Written permission from owner is required if s/he is unable to be present.
6. **Horse Health Care.** That all immunizations and worming shall be current (including yearly teeth inspection) according to Veterinarian recommendation. Any failure to maintain and provide proper veterinary/farrier care may result in termination of this agreement and removal of the horse from BR.
7. **Expenses of Collection and Statutory Lien.** The Owner understands and agrees that if any amount due under this Agreement remains unpaid for more than thirty (30) days after the date due, BR may take legal action to collect all amounts due. The owner hereby agrees to reimburse BR for all expenses incurred in the collection of such amounts, including but not limited to, attorney's fees and court costs. The owner understands that if amounts due for the care of the horse past due, BR has, pursuant to Civil Code 3080, a lien on the horse as well as any other personal property such as tack, equipment, trailers, etc left in the care of BR for the amount of any balance due and outstanding to BR as well as any amount BR has paid to secure services on the horse's behalf. BR shall have the right, in accordance with the procedures set

forth in the statute, to sell the horse and any such personal property and apply the proceeds of the sale to the amount due to BR from the owner. The owner hereby waives any requirements in the statute for a public sale of the horse or personal property, and consents to private sale if BR is entitled by law to sell the horse or personal property, and if, in the sole opinion and discretion of BR, private sale is likely to result in as high or higher price for the horse or personal property. If any sale pursuant to this section does not result in a price sufficient to satisfy the owner's obligation to BR, the owner shall remain liable to BR for any remaining balance. If such sale results in an amount exceeding the amount owed to BR by the owner, any such excess shall be remitted to the owner. In the event the owner fails to make payment in accordance with the provisions of the agreement, neither accommodation made by BR, nor failure by BR to enforce its rights shall be deemed a waiver by BR of its right to enforce any provisions under this agreement in the future.

8. Stable Vices. That all known stable vices or other behavioral problems (will not tie for shoeing, pulls back, bites, kicks, bad for shots, hard to catch, etc.) Are listed below:

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9. Owner's/Agent's Warranty. I warrant that I own the above-described horse, or I am the Lessee/Agent (please circle one if not owner). Owner signature MUST accompany any Lessee/Agent signatures.
10. Assumption of Risk. I acknowledge that pleasure and competitive horseback riding contain inherent risks of serious injury and death to me personally, to my horse, to others, and damage to personal property. I am aware of the risks of injury, death, and property damage that may result from, among other causes, the act of active and passive negligence of BR and its officers, directors, employees, agents, successors, assigns, and heirs (collectively, "released parties"), including without limitation the risk of negligent instruction or supervision. Nevertheless, I have voluntarily engaged in activities including but not limited to horseback riding, loading, hauling, feeding of horse, with knowledge of the risks of injury, death, property damage, and other risks, and assume any and all known and unknown risks of injury, death, and property damage that may result from these equestrian activities.
11. Release of Liability. I hereby release parties from all liability to me and principals, employees, agents, representatives, guardians, successors, assigns, heirs, and next of kin for all liability, claims, damage or demands from personal injury, death, or property damage, arising from or related to this agreement or to equestrian events and/or activities whether the injury, death or property damage occurs on or off the premises. This release includes, without limitation, any personal injury, death, or property damage caused by active or passive negligence of any of the released parties. I bear sole responsibility for any loss.
12. Hold Harmless. I shall indemnify, defend, and hold harmless BR, and its officers, directors, shareholders, employees, agents, and representatives (collectively "indemnities"), against all liability, demands, claims, losses, costs, damages, recoveries, settlements, and expenses (including interest, penalties, attorney's fees, expert witness fees, costs, and expenses) incurred by indemnities ("losses"), known or unknown, contingent or otherwise, directly or indirectly arising from or related to my participation in activities at BR.
13. Knowing Voluntary Execution. I acknowledge that I have carefully read this agreement, understand its contents, understand that his agreement includes an assumption of the risk of the released party's negligence and release of their liability. I acknowledge that BR is materially relying on this waiver and is allowing me to engage in equestrian activities including but not limited to training, horseback riding, lessons, jumping, trail riding and horse care.
14. Choice of Law: Jurisdiction. All questions with respect to the construction of this agreement and the rights and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the state of California.

I HAVE READ AND UNDERSTOOD ALL OF THE ABOVE CONDITIONS AND AGREE TO BE BOUND BY THEM.

Owner:	Date:
Lessee/Agent:	Date:

**The BANCROFT RANCH**  
LIABILITY RELEASE and WAIVER of CLAIMS

I, the person listed below, acknowledge that horses can be unpredictable animals and fully realize that there are certain dangers inherent in riding and handling horses, including injury and death. I understand that neither my actions, nor the actions of any other person or horse can necessarily be controlled, and that my safety and that of my horse and property cannot be guaranteed while participating in equestrian sports, including riding for pleasure, lessons or training sessions.

In consideration for riding horses at the Bancroft Ranch (BR), I fully assume the risks of participating in equestrian sports, and accept full and complete responsibility for the safety of myself, any guests or observers, my horse, and personal property. I hereby give up and waive any claims, whether now existing or arising in the future against Susan Bancroft and BR, their agents and employees as a result of damage or injury to myself, my horse, or my property, from any cause whatsoever while riding for pleasure, riding in lessons, or while my horse is in training with Susan Bancroft, and BR, or while it is being handled by them, their agents or employees. I further agree to indemnify and hold Susan Bancroft, and BR, their agents and employees harmless against and all liabilities, losses, damages, costs or expenses whatsoever, including the costs of defending any such claim, which might arise from the injury or damage to any other person, their property or animals as a result of my participation in riding, or lessons or the training of my horse by Susan Bancroft, and BR, their agents or employees.

I agree that the waiver and indemnities contained herein shall be binding on my heirs, successors, legal representatives, and assigns and shall inure to the benefit of Susan Bancroft, BR, their agents, employees, heirs and assigns.

BY SIGNING THIS DOCUMENT, I AGREE THAT I HAVE READ THE ENTIRE DOCUMENT, UNDERSTAND ITS TERMS, AND AGREE TO THEM.

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Signature Date

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Print Name

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Mailing Address

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City, Zip

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Phone Cell/Other