



GREEN ACRES RANCH, INC.
35750 DE PORTOLA RD
TEMECULA, CA 92592

STRANGLES INOCULATION

ALL HORSES ARRIVING AT GREEN ACRES RANCH, INC. MUST HAVE DOCUMENTATION OF THE MOST RECENT **STRANGLES INOCULATION**. NO HORSE WILL BE ACCEPTED WITHOUT THIS DOCUMENTATION. PLEASE ATTACH A COPY OF YOUR VETERINARIAN STATEMENT SHOWING THE DATE AND TYPE OF VACCINATION.

THIS IS FOR THE SAFETY OF ALL HORSES ALREADY HERE AND FOR ALL NEW HORSES ARRIVING AT THE RANCH.

THANK YOU AND WE LOOK FORWARD TO SERVING YOU,

MARGARET RICH
GREEN ACRES RANCH



AGREEMENT FOR SERVICES

GREEN ACRES RANCH

Green Acres Ranch Inc., 35750 De Portola Road, Temecula, CA 92592, a corporation formed to operate and manage the Green Acres Ranch, hereinafter "Green Acres", enters into this Agreement with the undersigned individuals, as owners, lessors, lessees, or Client, hereinafter "Client", to provide for the boarding, training, exhibition and/or riding of one or more horses which belong to Client.

1. CLIENT

() Owner Name: _____

() Lessor Address: _____

City, St. Zip: _____

Telephone (home): _____

Telephone (cell): _____

Telephone (work): _____

Green Acres and the undersigned Client agree to the following, which are addressed more fully below and by addenda.

2. EFFECTIVE DATE. This Agreement becomes effective _____, and shall run on a month-to-month basis during the following months. The Client cannot assign this Agreement unless Green Acres agrees in writing.

3. HORSE. The Client represents it is the owner, lessee, or user of the following horse or horses, the condition of which is warranted as described In this paragraph, Any foals brought in with the horse or in gestation or born during the boarding, shall be for all purposes included within the term horse as used herein. A total of _____ horses is/are covered by this contract.

Name: _____
Breed: _____ Registry No: _____ Age/Gender: _____
Sire: _____ Dam: _____
Veterinarian: _____ Telephone: _____
Farrier: _____ Telephone: _____
Insurer's Name (Mortality, Horse Major, Medical &/or Surgical): _____
Policy No: _____ Emergency No: _____
Vices/Conditions/Habits: _____
Owner's Name: _____
Address: _____ Telephone: _____
Credit Card (to be used in emergency only) Company _____ CC#: _____

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Sire: _____ Dam: _____
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Insurer's Name (Mortality, Horse Major, Medical &/or Surgical): _____
Policy No: _____ Emergency No: _____
Vices/Conditions/Habits: _____
Owner's Name: _____
Address: _____ Telephone: _____
Credit Card (to be used in emergency only) Company _____ CC#: _____

4. WARRANTIES BY CLIENT. The Client warrants the horse (or horses) described in Paragraph 3 are in good health and condition, and does not suffer from any communicable diseases. The horse is warranted to be effectively dewormed, current (within 6 months) on immunization for tetanus, strangles, influenza, rhino, and encephalomyelitis, and will be kept so by Client while stabled at Green Acres.

5. SCHEDULE OF CHARGES AND FEES. A copy of the most current Green Acres Ranch Fee Schedule has been or will be presented to the Client and by this reference is incorporated herein. Green Acres reserves the right to change or alter the services and charges upon thirty (30) days' notice to the Client.

6. MONTHLY BILLING STATEMENT. Green Acres will provide monthly billing statement to the person indicated in Paragraph 1 approximately 10 days before the month, specifying all charges for the month and Client agrees to pay billings as they are received. Monthly charges are due on the first of the month. A late charge of twenty-five dollars (\$25.00) will be assessed for payment not received by the tenth of the month and on all returned checks.

7. DELINQUENCY IN PAYMENT OF MONTHLY BILLINGS. In the event of delinquency in the payment of any charges under this Agreement, in addition to any other remedies available to Green Acres, in law or in equity, including the right to terminate this Agreement, Green Acres may charge Client interest at the rate of one and one-half percent per month on any balance which is delinquent by more than thirty (30) days. In addition, if charges are not timely paid, Green Acres shall have a lien the horse boarded pursuant to Civil Code Section 3051, in the amount of the unpaid charges, and be entitled to take possession of the horse for the purpose of perfecting Green Acres' lien rights in the horse. Client's obligation to pay boarding fees shall continue during Green Acres' exclusive possession even though Client may be refused access to or use of the horse. Client further acknowledges that under Civil Code Section 3052, upon Client's failure to pay fees or other charges required by this Agreement, within ten (10) days after they have become due, Green Acres may proceed to sell Client's horse to satisfy the lien and for costs of sale at public auction by giving at least ten (10) days notice of such sale by advertising in a newspaper published in Riverside County. Proceeds of the sale will be applied to discharge of the lien and cost of keeping and selling the horse, with the remainder, if any, being paid to Client. In the event the foreclosure proceedings do not secure a price sufficient to pay all costs and charges, the Client shall be liable for the difference. In the event Green Acres acquires the services of an attorney for the collection of outstanding charges or any other breach of the Agreement, Client expressly agrees to pay the costs and attorney's fees incurred as a result thereof. If a Client removes his horse from Green Acres without making satisfactory arrangements with Green Acres to pay all the money he owes Green Acres, the event will be considered fraud and prosecuted accordingly.

8. SECURITY INTEREST CREATED. The Client grants a security interest to Green Acres in all of Client's interest in the horse, tack, trailers and equipment and proceeds thereof, for which boarding services have been provided or storage has been provided on the property by Green Acres, and further agrees that a photocopy of this Agreement shall constitute a security agreement and financing statement under the Uniform Commercial Code, all rights of which shall benefit Green Acres and that possession of such personal property shall constitute a pledge and possessory interest perfected thereby. The security interest is granted to secure Client's performance and payment promised herein. Upon default and request of Green Acres, Client shall deliver the secured property to the possession of the horse and Green Acres.

9. FARRIER, VETERINARY AND OTHER MEDICAL SERVICES. Client shall pay all costs and charges of farriers, veterinarians and other medical services that may be incurred for

the horse indicated in Paragraph 3 while on Green Acres premises, whether or not the services were incurred at the direction of Green Acres as agent for the Client. If for any reason Green Acres should pay for such services, the Client shall immediately reimburse Green Acres.

In the event that the horse shall, in the judgment of Green Acres staff, require the services of a veterinarian, Green Acres is hereby authorizes, as agent for the Client, to call the Client's veterinarian or, if he cannot be reached, Green Acres is authorized to call any veterinarian of Green Acres choice, which Client will pay, or reimburse Green Acres, therefore. Green Acres may use Client's credit card to pay for any emergency services Client's horse or horses may require. This Agreement does not include veterinary services, nor does Green Acres maintain a veterinarian on staff. Accordingly, Green Acres has no duty to render treatment or to call a veterinarian. In the event that veterinary treatment is obtained for Client's horse, Green Acres shall not be responsible for any consequence of any such aid or lack thereof.

Client will participate in the Green Acres' Worming Program, as outlines in the Green Acres rules and Regulations, unless other arrangements are made with Green Acres' management.

Client, or Green Acres as Client's agent, shall cause Client's horse to be kept current in worming and immunization and cause the horse's hoofs to be trimmed and/or shod on a regular basis for which the Client will be billed directly by the farrier or veterinarian, but providing should Green Acres pay such bill, the Client immediately will reimburse Green Acres.

10. SHARED PADDOCKS. The Client understands that if the Client's horse is boarded by Green Acres in communal paddocks or pastures, that horse which are confined together naturally seek and establish a pecking order that is demonstrated by and achieved by biting, kicking and chasing. A consequence of this action is that a horse may be injured, which is the risk the Client accepts by requesting their horse be boarded in communal arenas.

11. PREMISES. Client acknowledges that he/she has inspected the premises and has determined them to be safe and acknowledges that Client's presence, and his/her invitee or guests' presence at any time on Green Acres' premises is at their own risk. Client further acknowledges that no warranties or representation as to the condition of the premises have been made and Client agrees to adhere to any Rules and Regulations of Green Acres and agrees to ensure that any of his/her invitees or guests are aware of and comply with such policies and all signs posted at Green Acres facilities.

12. MORTALITY AND MEDICAL INSURANCE. Client fully understands that risk of injury to the horse or loss of property are connected with boarding, training, conditioning, storage of personal property, etc., and are to be borne by the Client and if Client desires any insurance coverage for such risks, including, but not limited to: major medical; surgical; or mortality; it is the responsibility of the Client to acquire such insurance.

13. LIABILITY. During the time that the horse designated in Paragraph 3 is in the custody of Green Acres (*including while at horse shows and in transportation to and from horse shows*), Green Acres shall not be liable for any sickness, diseases, estray, theft, death or injury which may be suffered by Client, horse or third parties from any cause whatsoever except by Green Acres' act or omission which constitutes a willful or wanton disregard for safety. This includes, but is not limited to, any personal injury or liability which the horse, Client or third parties may receive while on Green Acres' premises.

14. RELEASE, HOLD HARMLESS, WAIVER AND PLEDGE. Because of the uncertainties and inherent risk of handling horses, the undersigned Client and Green Acres agree that Green Acres shall not be responsible for loss caused by property damage, injury or death of animals or people sustained by Releaser, his or her wards, charges, children, family, visitors and agents (hereinafter Releaser) arising out of the ownership, use or handling of the Releaser's horse or while said Releaser is on the premises of Green Acres or while the Releaser's horse is in transportation by Green Acres or in its care, custody or control at a horse show, and therefore, Releaser hereby releases Green Acres to the extent described in this paragraph.

Releaser agrees to hold Green Acres harmless from loss and claims himself and third parties out of ownership, use, training, boarding, transporting, or exhibiting of Releaser's horse and the negligence of the Releaser.

Releaser waives and releases claims of its medical, disability, property and liability insurers, and as security of this waiver, release and hold harmless in this Paragraph 14, Releaser grants and pledges as a security interest all money and proceeds arising from any such claim including insurance proceeds, trust and guardianship remainders and proceeds from testate or intestate succession which Releaser agrees not to relinquish or disclaim.

15. RIDING HORSE AT GREEN ACRES. Client is charged with the responsibility of requiring and obtaining a liability release form entitled "**Green Acres Ranch – Release of Liability**" signed by anyone else who is not a signed of this Agreement before that person will be allowed to ride the Client's horse at Green Acres. Should the Client cause or allow any person to interact or have contact with their horse while at Green Acres the entire liability for damage or injury shall be that of and assumed by the Client, as described in the foregoing paragraphs 13 and 14 above.

16. PERSONAL PROPERTY. Personal property of the Client, when left at Green Acres, such as motor vehicles, trailers, saddles, and other equipment shall be the responsibility and at the risk of the Client and not that of Green Acres.

17. REMOVAL OF HORSE. Client shall make arrangements with Green Acres a minimum of thirty (30) days prior to the horse's removal from the premises by filling out a "Notice to Leave" form. Client shall have paid all charges owing under this Agreement before the horse may be removed from the premises.

18. LEASED HORSE ADDENDUM. If the Client is the owner and lessor of a horse boarded at Green Acres, the boarding for which the owner/lessor has elected not to be responsible because that is the responsibility of the Lessees, the owner of the leased horse may sign the attached Leases Horse Addendum, which once signed, shall be part of this Agreement, whether or not physically attached.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. SUCCESSORS. This Agreement shall bind and insure to the benefit of the parties and their respective heirs, successors and assigns.

21. ATTORNEY'S FEES. The prevailing party shall be entitle to an award of attorney's fees by a Court in any proceeding to enforce or defend their respective rights under this Agreement.

22. TERMINATION. Either party shall have the right to terminate this Agreement, without cause, by giving at least thirty (30) days notice to the other. However, Green Acres may

terminate this Agreement at any time in the exercise of reasonable judgment for failure of the Client to follow rules and regulations of Green Acres, or because of breach or default of this Agreement by the Client.

23. RULES AND REGULATIONS. The Client and their guests shall observe all rules and regulations posted by Green Acres, as posted from time to time.

24. QUARANTINE. Green Acres reserves the right, at all times, to relocate any horse of Trainer or Clients, within the premises of Green Acres, or to direct its immediate removal if, for any reason, it is reasonable determined that such horse poses a risk of communication of disease or damage. Should Client learn of or suspect the horse has a communicable disease, that fact immediately shall be communicated to Green Acres management.

25. LESSONS AND TRAINING. Green Acres is not responsible for the action, conduct, or obligation of individuals who have agreed with Green Acres to provide lessons and/or training to the Client or the Client's horse.

26. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between the parties hereto or any of them relating to the subject matter of this Agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

Date

Client/ Releaser

Date

Client/ Releaser

GREEN ACRES RANCH

Date

By _____

LEASED HORSE OWNER'S AGREEMENT

The horse is a leased horse and the owner of the horse agrees also to be responsible for the board bill and other provisions contained in the Agreement and therefore signs this provision.

Date

Signature of Owner

Name: _____

Address: _____

**GREEN ACRES RANCH, INC.
35750 DE PORTOLA RD
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Amendment to Boarding Contract

I have a signed Boarding (Service) Contract on file with Green Acres Ranch, Inc.

Listed below are additional horses to be placed at Green Acres Ranch as of _____, under the conditions of the signed contract on file.

Please list below the horses.

Horse Name: _____

Horse Name: _____

Horse Name: _____

Owner Name: _____

Date: _____

Address: _____

Signature: _____

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Addendum to Boarding Contract

- E-Mail address – Please list your e-mail address: _____
All billing invoices will be directly sent to the e-mail address above on a monthly basis.
- Boarders who have feed bins located on the property must have all feed in a secured screw top container. Any vet bills incurred from a horse that becomes ill from eating out of an unsecured container will be the responsibility of the person who owns the container.
- Credit Card Information – This information is required of all boarders for emergency purposes and on any accounts over 60 days delinquent. A nominal fee will be charged for each transaction.

Name on Credit Card: _____

Type of Credit Card : _____

Credit Card # : _____

Expiration Date: _____

- Trailers – Each boarder is allowed to park one trailer at Green Acres Ranch, Inc. Bumper pull trailers are \$25 per month and Goose Neck trailers are \$35 per month. Management reserves the right to adjust fees as necessary.
- Stall Alterations – No alterations will be made to any stall or facility without direct permission from management.

Signature: _____

Printed Name: _____

Date: _____