

Welcome to Green Acres Ranch!



Green Acres Ranch, Inc.
35750 De Portola Road
Temecula, CA 92592
www.GreenAcresRanchInc.com

Agreement for Boarding Services

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 owner, 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 () Lessor

Name: _____

Address: _____

City, State, Zip _____

Telephone Number: (Home) _____

(Business) _____

(Cell) _____

Email Address: _____

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

2. **EFFECTIVE DATE:** This Agreement becomes effective _____ (Date), 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 _____ horse(s) is/are covered by this contract. **HORSE(S) NAMES AND DETAILS ARE LISTED ON PAGE 6 OF THIS CONTRACT.**

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 **immunizations 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 Client.

6. MONTHLY BILLING STATEMENTS: Green Acres will provide monthly billing statements 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) will be assessed for payments not received by the tenth (10th) 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 paid in a timely manner, Green Acres shall have a lien on the horse boarded pursuant to Civil Code Section 3051, in the amount of the unpaid charges, and be entitled to take possession for 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 that Green Acres acquires the service of an attorney for the collections of outstanding charges or any other breach of the Agreement, the 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 a fraud and prosecuted accordingly.

8. SECURITY INTEREST CREATED: The Client grants a security interest to Green Acres in all 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 photo copy 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 will 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 authorized, 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 veterinarian services, nor does Green Acres maintain a veterinarian on its staff. Accordingly, Green Acres has no duty to render any 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 outlined 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 horses hooves 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 will immediately reimburse Green Acres.

10. SHARED PADDOCKS: The Client understands that if the Client's horse is boarded by Green Acres in communal paddock or pastures, that horses 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 to be boarded in communal areas.

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 representations 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 the Green Acres facilities.

12. MORTALITY AND MEDICAL INSURANCE: Client fully understands that risks 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 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, disease, 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 in 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 is its care, custody, 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 of himself and third parties arising 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 HORSES 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 signer 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, horse 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 Lessee, the owner of the leased horse may sign the attached Leased Horse Addendum, which once signed, shall be a 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 inure to the benefit of the parties and their respective heirs, successors and assigns.

21. ATTORNEY'S FEES: The prevailing party shall be entitled 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 the 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 Client, within the premises of Green Acres, or to direct its immediate removal if, for any reason, it is reasonably determined that such horse poses a risk of communication of disease or damage. Should 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. CREDIT CARD INFORMATION: This information is required of all boarders for emergency purposes and on any accounts over sixty (60) days delinquent. A nominal fee will be charged for each transaction.

Name on Credit Card: _____

Type of Credit Card: _____

Credit Card Number: _____

Expiration Date: _____

27. IMPORTANT POINTS OF EMPHASIS:

- **E-mail address:** Please list your e-mail address once more:

All billing invoices will be sent directly 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 veterinary 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.
- **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: _____

Date: _____

Printed Name: _____

Paragraph 3 continued.... **DESCRIPTION OF HORSE(S)**

Name of Horse 1: _____

Breed: _____ Registry No. _____ Age _____ Gender _____

Sire _____ Dam _____

Veterinarian: _____ Telephone: _____

Farrier: _____ Telephone: _____

Insurer's Name(Mortality, Horse Major Medical and/or Surgical) _____

Policy Number _____ Emergency Number _____

Vices/Conditions/Habits _____

Owner's Name _____

Address _____ City _____ State/Zip _____

Credit Card (to be used in emergency only)

Card Type _____ No. _____ Exp. Date Mo. _____ Yr. _____

Name of Horse 2: _____

Breed: _____ Registry No. _____ Age _____ Gender _____

Sire _____ Dam _____

Veterinarian: _____ Telephone: _____

Farrier: _____ Telephone: _____

Insurer's Name(Mortality, Horse Major Medical and/or Surgical) _____

Policy Number _____ Emergency Number _____

Vices/Conditions/Habits _____

Owner's Name _____

Address _____ City _____ State/Zip _____

Credit Card (to be used in emergency only)

Card Type _____ No. _____ Exp. Date Mo. _____ Yr. _____

Boarding Deposit Agreement

Green Acres Ranch, Inc., 35750 De Portola Road, Temecula, CA 92592, a corporation formed to operate, serve and manage the Green Acres Ranch, hereinafter known as **Green Acres** enters into a *Boarding Agreement* with the undersigned clients and/or boarders of Green Acres hereinafter known as "**Client**".

The Client agrees to pay Green Acres a \$200 deposit for boarding of each horse. The deposit amount will be refunded to Client at termination of boarding when and "if" Client has given Green Acres a thirty (30) day notification of vacating and all outstanding funds have been received.

The boarding deposit of \$200 will be awarded to Green Acres in the event that the Client does not give Green Acres a thirty (30) day notice and/or owes Green Acres funds pertaining to, but not limited to boarding.

Green Acres Client

Date

Strangles Inoculations

All horses arriving at Green Acres Ranch, Inc. must have documentation of the most recent Strangles inoculation. No horse will be accepted without documentation. **Please attach a copy of your veterinarian statement showing the date and type of vaccination.** This is for the safety of your horse and all of the horses currently being boarded at Green Acres Ranch, Inc.

Green Acres Client

Date

Vehicle Storage

Green Acres Ranch, Inc. is happy to provide parking for our customers. Spaces are limited to one space per Client. Recreational vehicles need to be checked in at the office. Vehicle plates and type are needed to allow vehicle on the premises. Please check the vehicle staying at Green Acres:

Gooseneck Trailer (\$35 per month) License/Description: _____

Bumper Pull Trailer (\$25 per month) License/Description: _____

R.V. or Other (Price TBD): License/Description: _____

No vehicle being stored: _____

Green Acres Ranch Rules and Regulations

As the Ranch operators, we wish to provide a safe, clean well-maintained, well- managed facility for the horses and their owners, families, friends and trainers. Some rules are necessary to provide this service. Please have every member of the family, friends and trainers using the Ranch read and understand the following rules, and acknowledge their agreement to observe and abide by them by signing where indicated on the last page.

EQUESTRIAN ACTIVITY HAZARDS: For those Clients and Client's guests who are new to equestrian activities, and as a reminder to those who are experienced with horses, we would like to say that when you enter the Green Acres Ranch stable grounds you are assuming responsibility for injury to yourself and your horse. We try at all times to keep Green Acres Ranch grounds and facilities safe and we use the ordinary care and precaution of any reasonable and prudent stable owner and operator to keep the grounds and facilities free of any unreasonable risk of injury. However, because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to those obvious and clear dangers, any horse can kick, any horse can bite, any horse can bolt and run, thus subjecting you to injury from you horse and other horses unless you remain constantly alert to these and all other hazards while on the Ranch grounds. Your signature on this form acknowledges your understanding of these hazards and your acceptance of your responsibility for injuries occurring to you and/or your family members, your guests, your horse and your vehicles.

RANCH FACILITIES: The Ranch Facilities are for the use of our clients and/or their families, guests and trainers, if any. Clients will be responsible for the conduct of their guests while at the Ranch. We reserve the right to refuse admittance and/or direct non-boarders to leave the Ranch if their conduct does not conform to Ranch Rules and/or good social behavior. Disregard for these Ranch Rules by our clients, their families and/or guests can and will result in our giving the client two weeks' notice to vacate the Ranch. ***Actions such as stealing, use of narcotics, flagrant damage or destruction of Ranch property or client's property, abuse of animals, physical or verbal abuse of clients or Ranch personnel will not be tolerated and will result in immediate expulsion from the Ranch.*** The horse will be maintained until the client makes other arrangements for its care. Any refund due will be made. Client and/or manager will be responsible for enforcement of this section of the rules.

RANCH HOURS: The Ranch office will be open from 9:00 AM to 4:00 PM during the week and 9:00 AM to 1:00 PM on Saturday and Sunday. The Ranch facilities may be used during the normal Ranch working hours. Special use, i.e. trailering in or out, etc. must be cleared through Ranch personnel.

BOARD AGREEMENT: Monthly board is to be paid in advance and is due on the first of each month, if the board charges are not received by the tenth of the month, a \$25.00 late fee will be assessed. There will be no exceptions to this rule unless prior arrangements have been made with management. A minimum of 30 days' notice is required before moving you horse from the Ranch. A form, available at the office, must be signed and dated to give official notice of removal. Each horse in a stall is provided with an ID card fixed to the front of the stall. Each ID card will indicate the agreed upon diet and feeding schedule of the horse. Any changes to a horse's diet or stall location must be approved by the office. No horse will be removed from the Ranch unless all bills due are paid.

FEEDING: It is our desire to feed sufficient rations of hay to attain and maintain your horse's ideal weight. If you want your horse's feed to be adjusted, please communicate this to staff in the office. We will provide normal rations for horses trailering to shows, trail rides, etc. with the exception being mares going out for breeding. **No one is allowed in the hay storage area other than management or Ranch employees. Horses are not allowed to eat from the haystack at any time. Haystacks are inherently unstable. Children are not allowed to climb on or around the haystacks.**

DEWORMING PROGRAM: In order to ensure that all horses are dewormed on a regular basis, we have a standardized worming program. On or near the first of January, April, July and October all of the horses at the Ranch must be wormed. To

facilitate compliance, we will include the worming cost in the board bill for the month preceding worming. You may, of course, wish to worm your horse yourself or have your vet do it. If so, please notify the office as soon as possible.

ARENAS: We have a number of arenas and areas you may use to enjoy and work your horse. Out of consideration for others, you **MUST STAY WITH YOUR HORSE** at all times while working your horse in the round pens. Please limit turnout to 30 minutes or less if clients are waiting. If an arena is extremely wet, riders should check with management before using it. **Please do not use the lesson arena during lesson hours unless approved by the Instructor.**

GROOMING: The majority of all grooming is to be done in the horse's stall or designated grooming areas. You must clean cross tie areas after each use.

WASH RACKS: Wash racks are available for bathing of horses only and must be cleaned after each use. Please shut off the valve when finished. No drying of horse on the wash rack when other clients are waiting.

HORSE SHOEING: All Shoeing, trimming and resets will be done in the designated areas.

PARKING LOTS AND DRIVEWAYS: The speed limit is 5 miles per hour everywhere on the Ranch. While here on the ranch, **please park your vehicles in the parking lot. Please do not park any vehicles at your horse's stall or barn.** If you are delivering feed or heavy items, drop them off and then return your vehicle to the parking lot. **All haul-ins MUST pay a haul-in day fee and have a valid parking pass displayed on their dashboard at all times.**

HORSE TRAILERS: You are welcome to store your horse trailer on the Ranch in the designated trailer parking area. We cannot accept the responsibility or the liability for theft or damage to your trailer. The fee for this service is listed in the fee schedule.

DOGS: **Please leave your dog at home.** Only resident dogs are allowed on the premises. This rule is for your dog's safety as well as the safety of fellow boarders, clients, and horses. **If we see your dog on our property you will be asked to remove it.**

NO SMOKING: This is a smoke free facility. Smoking is not allowed anywhere on the Ranch.

All children under the age of 18 MUST wear a helmet at all times while riding and must be supervised by a parent or guardian age 18 or older.

I have read the Rules and Regulations for Green Acres Ranch, Inc. shown above. I agree to observe and abide by the Rules and Regulations. Please have all Clients, Trainers, Friends, and Family Members who will participate in any activity at Green Acres Ranch read the above rules and sign and date below:

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

Additional copies of the Ranch Rules are available in the office.

**The following documents
MUST BE ATTACHED TO THIS AGREEMENT.**

1. Vaccination records: a copy of your veterinarian statement showing the date and type of vaccination.

2. A photograph of each horse on their arrival day at Green Acres. The photo should clearly show the body condition and weight of the horse. (side view of whole body)