

Office Use Only	
Date In:	
Horse's Name:	
Stall Location:	
Status:	
Deposit:	

NORTH PEAK EQUESTRIAN LLC
Mail: 1550 Castle Rock Road, Walnut Creek, CA 94598
Tel: 925- 256-1400
Email: info@northpeakequestrian.com

HORSE BOARDING AGREEMENT

This Agreement (“Agreement”) is made and entered into this _____ (month/day/year), (the “Effective Date”), by and between _____ (“Horse Owner”) and NORTH PEAK EQUESTRIAN LLC a California Limited Liability Company (“NPE”).

RECITALS

NPE manages that certain real property located at 1550 Castle Rock Road, Walnut Creek, California 94598 (herein the “Property”) which Property includes horse boarding facilities.

Horse Owner owns a horse or horses, which are described on Exhibit “A” attached hereto. Such horse or horses are herein referred to as the “Horse Owner’s Horse(s).”

Horse Owner has requested the right to board Horse Owner’s Horse(s) at the Property and NPE has agreed to allow Horse Owner to board his or her horse(s) at the Property pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Horse Owner and NPE hereby agree as follows:

Horse Owner hereby agrees that upon its arrival on the Property, Horse Owner’s Horse(s) shall be free of any infectious, contagious or transmissible diseases. In the event Horse Owner’s Horse(s) brings any such disease to NPE, Horse Owner shall indemnify, defend and hold NPE and the “NPE Indemnitees,” as that term is defined in Exhibit “D” attached hereto, harmless from and against any and all loss, costs, damage, or liability which NPE or NPE Indemnitees incur as a result of or in connection with any such condition.

Upon the Effective Date, NPE shall provide one (1) stall for each horse owned by Horse Owner that is subject to this Horse Boarding Agreement. Additionally, NPE shall provide for each such horse(s) at least twice a day feeding, daily cleaning (manure removal) and fresh bedding as

needed. **Horse Owner will not be permitted to take hay, pellets or bedding materials for off NPE property use (shows, clinics, hospitals, etc.).** The stall is strictly for the use of the Horse Owner signing this contract and **may not be leased or subletted to another party.** In the event the Horse Owner wants to hold a stall without a horse in it, the owner can pay the Stall Hold Fee (fee per posted schedule) and **a Stall Hold can be placed on the stall for a maximum of 3 months,** after which Horse Owner must choose to pay the board rate or relinquish the stall.

Horse Owner shall pay to NPE a boarding fee per month as per the current posted NPE Boarding Rates on the date this contract is executed and based on stall location for each horse Horse Owner keeps at the Property. All such monthly fees shall be due and payable in advance on the first day of each calendar month. Said monthly fee may be adjusted at any time by NPE by providing thirty (30) days advance written notice to Horse Owner. The fee for the first month shall be paid in advance and shall be prorated based upon the number of days remaining in the month when the horse begins boarding at the Property. Payment shall be made in US Dollars, by check made payable to NPE or by credit card accepted by NPE. **Invoices will be emailed unless a special exception is granted by NPE. An invoice is considered correct if there have been no change requests made by the horse owner by the 5th of the month.** NPE will furnish a statement showing balance of all charges upon Horse Owner's request.

Horse Owner shall pay a security deposit to Owner of (\$500) upon the execution of this Agreement. NPE shall have the right to apply the security deposit against any unpaid boarding fee or any other costs which are payable by Horse Owner to NPE or to offset any other obligation Horse Owner owes to NPE. Deposit will be refunded by mail to Horse Owner's address listed in Exhibit A once horse is off property and all accounts are current. **In the event the deposit is initially waived, NPE will automatically charge the deposit after 3 months.**

In the event any such monthly boarding fee is not paid within five (5) days following the first day of each calendar month, Horse Owner shall pay to NPE a late fee of \$10.00 per day for each day after the fifth day of the month that such monthly boarding fee has not been paid.

Horse Owner will reimburse NPE within ten (10) days after receipt of a billing for all charges related to the care and maintenance of Horse Owner's Horse including, but not limited to, any veterinary charges, medical expenses, farrier work, hauling and transportation charges, and related items incurred by NPE.

NPE has limited trailer parking available. A permitted trailer must be parked in the space designated by NPE, and at Horse Trailer Parking monthly rate of \$300. In the event Horse Owner wishes to park a vehicle on the Property with the capacity to transport more than two (2) horses, Horse Owner shall be required to make special arrangements with NPE for such purpose and such arrangements will be approved by NPE at its sole discretion. Horse Owner shall provide NPE evidence of insurance coverage on such vehicle.

Notwithstanding anything herein contained to the contrary, however, in no event shall NPE or the "NPE Indemnitees" have any liability to Horse Owner whatsoever for the care or supervision of any vehicle or horse trailer parked on the Property. Horse Owner hereby acknowledges that

the release and indemnity provisions contained in Exhibit "D" attached hereto shall specifically apply to any and all vehicles parked on the Property for any period of time and at any time.

NPE is hereby authorized to take whatever action it deems necessary in its sole discretion for Horse Owner's Horse including but not limited to proper vaccinations, foot care, and other emergency and non-emergency veterinary needs and Horse Owner shall be required to pay for all such expenses upon notification by NPE that such expenses were incurred. Horse Owner hereby specifically authorizes NPE to use its discretion and judgment regarding any care NPE reasonably believes is necessary for Horse Owner's Horse. NPE shall make a good faith effort to contact Horse Owner prior to incurring any charges for Horse Owner's Horse on behalf of Horse Owner.

NPE shall have the right to refuse to allow any person to have access to Horse Owner's Horse without specific authority to do so from Horse Owner.

Horse Owner hereby acknowledges receipt of a copy of the North Peak Equestrian LLC Barn Rules ("Barn Rules") which are attached hereto as Exhibit "B" and agrees to abide by all such Barn Rules. Horse Owner hereby agrees that NPE shall have the right to modify such Barn Rules as it deems reasonably appropriate from time to time without the approval of Horse Owner or any other party.

Horse Owner agrees to keep all immunizations for Horse Owner's Horse current, to have his or her horse wormed in conjunction with any worming program or immunization program carried on by NPE or authorized trainer(s), to have such horse's teeth checked regularly and treated if necessary at least once each calendar year. Such programs will exist and participation shall be mandatory.

In the event Horse Owner wishes to allow any minor children or guests of Horse Owner to visit NPE and have access to Horse Owner's Horse at NPE, Horse Owner shall provide a written consent for such visit and/or use by such minor for NPE on the form attached hereto as Exhibit "C" or by adult guest by NPE on NPE release form prior to the visit.

Neither NPE nor NPE Indemnitees shall be liable to Horse Owner or any person for any damages or injuries of any kind to Horse Owner, Horse Owner's children, family members, friends or guests, Horse Owner's Horse, any vehicle or horse trailer parked for any length of time on the Property, or any of Horse Owner's other property including horse tack in connection with the loss of, damage to or death of the horse or in connection with the loss or damage to any such vehicle, horse trailer, or other property, or which arises out of or in connection with the boarding, training, or use of Horse Owner's Horse whether or not any such activities take place on the Property and whether or not such damage is caused by fire, theft, the escape of the horse, the behavior of such Horse Owner's Horse, or any other horse, or any other cause whatsoever whether or not caused solely or partially by any intentional act or negligence of NPE, or the NPE Indemnitees whether or not Horse Owner's Horse was on the Property. Horse Owner shall also execute the "Release and Indemnification Agreement" attached hereto as Exhibit "D" concurrently upon the execution of this Horse Boarding Agreement. Horse Owner hereby

This Agreement, together with all exhibits, schedules and statements delivered pursuant to the terms of this Agreement, constitutes the entire agreement between the parties hereto and supersedes any prior agreement and understanding of the parties in connection herewith. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. This Agreement may not be assigned by operation of law or otherwise without the written consent of NPE.

Each of the parties hereto hereby irrevocably waives to the fullest extent permitted by applicable law any right to jury trial in any action or proceeding arising out of or relating to this Agreement. In any action or proceeding arising out of this Agreement the parties agree that the courts of Contra Costa County shall have exclusive jurisdiction in any action. Horse Owner hereby agrees that effective service of process may be made by mailing the service to the address set forth above for Horse Owner.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date first above written.

Horse Owner:

Name: _____

By: _____
(Signature)

North Peak Equestrian, LLC

Name: _____

By: _____
(Signature)

EXHIBIT "A"

OWNER, HORSE AND TRAILER INFORMATION

Horse Owner Name	
Address	
Main Phone	
Alternate Phone	
Email Address(es)	

****Email is the official method of communication at NPE. Please list all pertinent email addresses.***

Horse Name	
Sex, Age, Color	
Breed, Height, Markings	
Veterinarian	
Others Allowed to Ride	
Horse Insurance Company	
Horse Insurance Company Contact Information	

Trailer Make and Model	
Trailer License #	

EXHIBIT "B"

NORTH PEAK EQUESTRIAN, LLC BARN RULES

- *Smoking on the Property is prohibited.
- *Riders, while riding, must wear boots with heels.
- *Helmets must be worn by riders under 18 years old when riding, and by ALL RIDERS WHO ARE JUMPING.
- .
- *Absolutely NO ONE is permitted to jump a horse without the on site and direct supervision of an authorized trainer.
- *With the exception of dogs owned by NPE's owners, all dogs must be on leashes at all times. All dog owners are responsible for cleaning up after their dogs.
- *The barn closes at 9:30 P.M. Arena lights must also be turned off at 9:30 p.m. due to restrictions of the use permit.
- *The last person to leave the barn at night is responsible for turning off the inside barn lights.
- *Horses shall not be tied to stall doors or stall fronts. Tie rings will be available in each stall.
- *All wraps, towels, and saddle pads should be stored in tack trunks or on saddle racks, instead of the stall door blanket racks.
- *Each horse must have a halter and lead rope hanging on their stall door.
- *Absolutely no turnouts or lunging shall be performed in arenas. Turnouts must take place in turnout paddocks. All lunging must take place only in round pens.
- *Riding in the barn aisleways is prohibited. Horses shall be groomed and/or tacked only in cross tie areas or in their stalls-- not in the aisle
- *Any boarding suggestions, concerns, or requests should be discussed with Sarah Appel, Barn Manager and not with NORTH PEAK EQUESTRIAN, LLC employees.
- *There shall be no barn or equipment modifications without the approval of NORTH PEAK EQUESTRIAN, LLC.
- *Zip ties on "available" marked stalls can only be cut in emergencies and notice must be given to the office.
- *The quarterly de-worming and vaccination program will be coordinated by NPE and all horses must stay current as no exceptions will be granted.

EXHIBIT "B"

**NORTH PEAK EQUESTRIAN, LLC BARN RULES,
PAGE TWO**

- * Each horse will be provided with one saddle rack and one bridle rack inside a tack room. There will be no other tack storage on premises except for one tack trunk per horse, which will be permitted in the aisle way in front of each stall. All trunks shall be on a stand to prevent maggots and rodents underneath the trunks.

- * Horses shall not be allowed or encouraged to proceed at a pace above a walk (no trotting, cantering or galloping) on any portion of the Property except the arenas.
(An exception will be made for veterinary examinations, during which the horse may be required to "trot out" for soundness, or canter.)

- * Outside trainers shall not be allowed to give lessons on the Property without prior written authorization from NPE and providing proof of insurance acceptable to NPE. Outside trainers shall be required to pay a \$25 ring fee per lesson.

- *No signs or nameplates shall be attached to any stall except the standardized ones available in the office.