

## Bear Valley Springs Association

**29541 Rolling Oak Drive, Tehachapi, CA 93561**

This Boarding Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, hereinafter designated BVSA, and \_\_\_\_\_, hereinafter designated "Owner", and If Owner is a minor, Owner's parent or guardian \_\_\_\_\_.

BVSA agrees to accept Owner's horse \_\_\_\_\_, for boarding, and, it is the plan and intention of the Owner to board this horse. For and in consideration of the agreements hereinafter set forth, the Owner and the BVSA mutually agree as follows:

1. Owner agrees that BVSA, their agents and employees are not liable for death, sickness and /or accident including consequential damages caused to the horse, except if caused by the willful and wanton negligence of BVSA, in addition, Owner agrees to hold BVSA completely harmless and not liable for any injury whatsoever caused to the Owner, and/or any loss of or damage to any personal property. Initial \_\_\_\_\_
2. The BVSA recommends carrying full insurance including coverage on all horses and personal property. Please check the appropriate box if you will be carrying personal liability insurance: Yes \_\_\_ No \_\_\_ Initial \_\_\_\_\_
3. Owner shall pay the BVSA for board services, as described below, the fee of \$ \_\_\_\_\_ per month shall include the following:

\_\_\_ Stall \_\_\_ up to 7lbs feed 2 times a day  
\_\_\_ Use of facilities \_\_\_ Cleaning once a day

\*Additional feed and services available. Contact management for fee schedule

4. The boarding fee is due on the 5<sup>th</sup> of the month and considered late by the 15<sup>th</sup>. In the event payment is overdue by 15 days your account will be deferred to the Board of Directors and the stall will be locked. BVSA is entitled to a lien against the horse for the amount due and shall be entitled to enforce the lien and sell the horse for the amount due according to the appropriate laws of the state. Initial \_\_\_\_\_

5. The horse shall be free from infections and contagious or transmissible disease. The following are required: \_\_\_ Heath, worming and immunization record. At the Manger's discretion \_\_\_ a current negative Coggins test and/or \_\_\_ a Veterinarian's heath certificate may also be required. Initial \_\_\_\_\_

6. BVSA reserves the right to notify the Owner within seven (7) days of the horse's arrival if the horse, In BVSA's opinion, is deemed dangerous, destructive or undesirable for a boarding stable. In such case, the Owner is responsible for removing the horse within seven (7) days and for all fees incurred during the horse's stay. After all fees are paid, this contract is concluded. Initial \_\_\_\_\_

7. Regular Veterinarian and Farrier attention is the owner's responsibility. Owners will be required to keep horses up to date on vaccinations and worming. In the event of illness and /or injury to the horse, after reasonable efforts have failed to contact Owner, BVSA has permission to contact a Veterinarian for treatment at Owners expense. Initial \_\_\_\_\_

8. If horse dies, is sold, or upon thirty (30) days written notice to the BVSA after this date\_\_\_\_\_the Owner may terminate the contract for any reason. In such case, the BVSA shall be paid for all fees incurred up to the termination date. After all fees have been paid in full, this contract is concluded. Initial\_\_\_\_\_

9. Commencement of this contract shall begin on or about\_\_\_\_\_, and this contract shall be concluded on or about\_\_\_\_\_and/on or about when BVSA or Owner gives thirty (30) days written notice to conclude the contract. Initial\_\_\_\_\_

10. This contract is non-assignable and non-transferable. In the case of the shut down of the stable, BVSA will give a thirty (30) days' notice and BVSA will be held harmless. Initial\_\_\_\_\_

11. Owners are responsible for any and all damage caused by their boarded horse. If damages are not remedied, documentation may be provided to the Board of Directors for consideration and possible discipline to include, but not limited to, suspension or lien. Initial\_\_\_\_\_

12. All Owners will be given the Equestrian Center Operational Policies and Rules. Owners are expected to follow these policies. Chronic Non compliance may result in disciplinary actions up to and including Suspension of Amenity and Boarding privileges. Initial\_\_\_\_\_

13. Boarders may not store hay on the premises. Boarders may store grain in the grain room in rodent proof containers.

14. This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement. This Contract is made and entered into in the State of California and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with the State Law, then that clause is null and void. When the Manager and Owner and Owner's parent or guardian, If Owner is a minor, sign this Contract, it will then be binding on both parties, subject to the above terms and conditions. Initial\_\_\_\_\_

\_\_\_\_\_  
Owner's or Authorized Agent's Signature

Tract & Lot\_\_\_\_\_

Phone:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_  
BVSA Authorized Agent's Signature

Description of Horse:\_\_\_\_\_

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