

# *Pollyrich Farms, Inc.*

468 Ballard Canyon Road ~ Solvang, CA 93463 ~ (805) 688-0220

## ***Boarding Agreement***

THIS AGREEMENT (the "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between POLLYRICH FARMS, Inc, a California Corporation (hereinafter referred to as "PF") and \_\_\_\_\_, (hereinafter referred to as "Owner"),

### **RECITALS**

Whereas, PF provides horse boarding, caring, foaling services, as well as Facilities for horseback riding (including, but not limited, riding horses with the intention to purchase), and horseback riding instruction (the "Services");

Whereas, PF's Facilities are located at 468 Ballard Canyon Road and Solvang, CA 93463 and 650 East Highway 246, Solvang, California (collectively, the "Facilities"); and,

Whereas, Owner desires to retain PF's to perform the Services subject to the terms and conditions set forth herein.

### **WHEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Recitals. The above Recitals are made a part of this Agreement.
2. Horse. Owner certifies that they are the legal and registered owner of the following described horse (hereinafter the "Horse") and have the right to enter into this Agreement.

Name: \_\_\_\_\_

Foal Date: \_\_\_\_\_

Breed: \_\_\_\_\_

Description: \_\_\_\_\_

Registration No: \_\_\_\_\_

Date last shod/trimmed: \_\_\_\_\_

Date of last vaccination (and vaccine types): \_\_\_\_\_

Last wormed (and wormer type): \_\_\_\_\_

3. Fees. The following fees will be charged to Owner in this Agreement (as applicable). **Other fees may apply.**

**\$ 40.00** per day stall fee

**\$ 8.00** per day turnout

**\$ 35.00** per day outside board

**\$5.00** Blanketing

**\$ 1,000.00** Board deposit

**\$75.00** per month Grooming

The following terms shall apply to all fees herein:

- a) All payments shall be made by personal or cashier's check in U.S. Dollars, payable to Pollyrich Farms;
- b) All stall, board, and other necessary charges are invoiced on a monthly basis and payment is to be received by PF within fifteen (15) days from the date on the invoice ("Due Date"). Any amounts not received shall bear a late charge of 2.0% per month on the amount outstanding.
- c) All veterinarian, transportation, and farrier expenses will be paid by Owner. In the event that PF incurs veterinarian, farrier, or transportation expenses on behalf of Owner, Owner shall reimburse PF upon invoicing.
- (d) Board Deposit may be used in PF's sole and complete discretion to pay any unpaid fees. Within a commercially reasonable period of time, PF shall refund any unused portion of the Board Deposit upon the express condition precedent that Owner has paid all amounts due under this Agreement, including, but not limited to, any late fees.

4. Horse Owner's Duties and Warranties. Owner represents and warrants that:

- a) The Horse is current on all immunizations;
- b) Prior to the time the horse leaves PF, all fees and other expenses must be paid in full;
- c) In the event this Agreement is signed by the agent of the Owner, that agent represents they have full authority to bind the Owner to this Agreement in every respect;
- d) Owner is familiar with and approves the care and Facilities of PF.
- e) Owner is aware that horseback riding, horse-related events and all other events and activities of any kind or nature associated with the Services are dangerous and that participation in any aspect of the Services as riding participant, or non-riding spectator, guest, or otherwise (collectively "Participant") exposes the Participant as well as his or her animals, or guests, to substantial and serious risks of personal injury, death, or damage to property.
- f) Owner is aware that there are numerous obvious and non-obvious inherent risks of serious injury or death or property damage which are always present in connection with the Services. Owner acknowledges that being a Participant in the Services is totally voluntary and will involve such risks.
- g) Owner understands the Released Parties, defined below, have made no representation of any kind regarding the safety, training or suitability of any horse, other animal or event or in the safety, planning, conduct, or suitability of any of the Services or of the Facilities.

5. Authorization by Owner. Owner and/or their agent signing this Agreement hereby authorize PF to obtain any and all veterinarian care that in PF's sole discretion is necessary for the health and safety of the Horse. Any and all such veterinarian expenses shall be the sole financial responsibility of the Owner.

5.1 Owner and/or their agent further authorize PF to deliver Owner's horse to a shipping company, agent, or location, as designated by Owner in writing or email. In the event of a default of this Agreement, PF is authorized by Owner to return the horse to Owner and/or its agent in PF's sole discretion. In such event, Owner is still responsible for any and all fees owed to PF, including transportation.

5.2 Owner authorizes PF to solicit any veterinary services necessary or proper for the Horse's well-being at the sole cost and expense of the Owner. PF agrees to attempt to contact Customer at the numbers listed below should any emergency occur. All veterinary procedures and/or medications will be billed by the veterinarian on a monthly basis and are payable upon receipt.

Please check box below which applies. **No box marked means the customer accepts PF's decision.**

- ☐ Should communication with Owner not be established and emergency surgery, such as colic surgery, at a minimum cost of \$8,000.00 be necessary, Owner authorizes this surgery.
- ☐ Should communication with Owner not be established, emergency surgery is not to be performed.

Owner Initial Here:

6. **ASSUMPTION OF RISK, WAIVER, RELEASE, AGREEMENT NOT TO SUE, AND INDEMNIFICATION.**

OWNER, ON BEHALF OF HIS OR HERSELF, AS WELL AS MINORS UNDER OWNER'S CUSTODY, CARE, OR CONTROL (hereinafter "Releasors"), UNDERSTANDS, ACCEPTS AND AGREES to: (1) ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, BODILY INJURY OR DEATH arising from or relating to the Services or the Facilities; (2) WAIVE, RELEASE and COVENANT NOT TO SUE, MAKE ANY CLAIM, OR FILE ANY ACTION against PF, as well as any of PF's owners, landlords, operators, parents, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, employees, volunteers, agents, or insurers, (the "Released Parties") that arise from or relate to, the Services or the Facilities, including, without limitation, any and all claims arising from or relating to Released Parties' negligence (including negligence arising or resulting from RELEASED PARTIES' ACTIONS OR FAILURE TO ACT) AND/OR BREACH OF ANY STATUTORY DUTY, to the fullest extent legally permitted, as well as actions based on breach of contract, or breach of warranty by any of the Released Parties; (3) INDEMNIFY, DEFEND, AND HOLD THE RELEASED PARTIES HARMLESS from and against any and all claims, demands, actions, causes of action, losses and liabilities whatsoever arising from or related to the Services, use of the Facilities, participation in any Services, and any loss, damage or injury, including death, that may be sustained by Releasors, or caused to others or their persons or property by Released Parties, whether such matters are brought by one or more of the Releasors, a third party, or on behalf of any other person.

Releasors further agree to pay all costs, including reasonable attorneys' fees and costs, including expert fees, incurred by any of the Released Parties in defending any investigation, claim or suit brought by any of the Releasors.

The undersigned understands and agrees that by accepting this Agreement on behalf of any Releasor, the undersigned is representing and warranting that the undersigned is legally authorized to execute this Agreement on their behalf, and that by doing so, the undersigned agrees to personally indemnify, hold harmless and defend the Released Parties from and against any and all claims brought by or on behalf of every Releasor should they refuse to accept or carry out the terms and conditions of this Agreement.

7. If Owner's account with PF becomes more than thirty (30) days past due, then upon ten (10) days written notice to Owner at the address listed herein below, PF may sell some or all of the horses at public auction and/or private sale in a commercially reasonable manner to the fullest extent permitted by law. PF shall be entitled to retain from the proceeds of said sale an amount equal to the past due balance of Owner, PF's actual costs and attorney's fees relating to Owner's default and, if any of Owner's horses remain in PF's care, custody and control, an amount sufficient to compensate PF for six (6) months of board and care for said remaining horse(s). Any balance remaining from said sale shall be paid to Owner within a commercially reasonable period of time, or as required by law, whichever is longer.

8. Miscellaneous Provisions.

- a) This Agreement shall be governed by the laws of the State of California and any action brought arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in the County of Santa Barbara, State of California.
- b) In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to attorneys' fees and costs, including expert fees
- c) If any part of this Agreement shall be determined to be void, the remainder of the Agreement shall remain in full force and effect.
- d) This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements and understandings between the parties, whether expressed or implied
- e) This Agreement may only be amended in writing, signed by Owner and PF.
- f) This Agreement may be signed in counterparts, and signature by electronic means (including, but not limited to DocuSign), shall be deemed an original for all purposes.
- g) This Agreement shall not be construed for or against the drafter of this Agreement.
- h) This Agreement may not be assigned in whole or in part by Owner without PF's written authority.
- i) In the event of default by Owner, PF shall have a lien on any of Owner's horses at PF, pursuant to the California Livestock Lien Law (Civil Code §3080, et seq.).
- j) Each party by their signature below confirms that they have read and understands this Agreement and has the opportunity to consult with the attorney of their choice regarding the terms of this Agreement prior to signing the Agreement.
- k) PF reserves the right upon 30 days' written notice to Owner to terminate this Agreement.
- l) Owner may terminate this Agreement upon 30 days written notice so long as [1] Owner has removed all of owner's personal property (including but not limited to horse(s), tack, feed, trailer, etc.), and [2] Owner is not in default of any provision of this Agreement, including, but not limited to, Owner's payment obligations under this Agreement.

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|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>POLLYRICH FARMS, INC.</b><br><br>By: _____<br>Its: _____<br>Signature: _____<br>Dated: _____ | <b>OWNER</b><br><br>Print name: _____<br>Signature: _____<br>Date: _____<br>Telephone: _____<br>Address: _____<br>City, State, Zip: _____<br>Email: _____ |
|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|

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| <b>OWNERS AGENT</b><br>Print Name: _____<br>Signature: _____<br>Date: _____<br>Telephone: _____<br>Address: _____<br>City, State, Zip: _____<br>Email: _____ | <b>OWNER AS PARENT OR LEGAL GUARDIAN OF THE FOLLOWING MINOR(S)</b><br>PRINT MINOR NAME(S):<br>_____<br>PARENT OR LEGAL GUARDIAN OF MINOR(S)<br>Print Name: _____<br>Signature: _____<br>Date: _____<br>Telephone: _____<br>Address: _____<br>City, State, Zip: _____<br>Email: _____ |
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Emergency Contact (in case owner cannot be reached):

Name: \_\_\_\_\_

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

Email: \_\_\_\_\_