



Rose Bowl Riders

HORSE BOARDING AGREEMENT

THIS AGREEMENT, dated this _____, 20____, is entered into between The ROSE BOWL RIDERS, a non-profit corporation of the State of California, with its principal address at 4750 Oak Grove Drive, Pasadena, California 91102 (hereinafter referred to as "RBR") and _____, a member in good standing of RBR (hereinafter referred to as the "BOARDER").

1. **PAYMENT TERMS:** In consideration of the current established rate per month, paid by BOARDER in advance on the first day of each month, RBR agrees to permit the use of a stall for horse keeping at premises located at lower Oak Grove Drive, Pasadena, California, commencing on _____, 20____ on a month-to-month basis. Payment amount includes the cost of hay feed twice daily for horse identified in Appendix A. Payment is considered past due on the fifteenth day of the month and will be subject to a late fee of \$10.00 per month. All rates charged by RBR may be changed upon giving thirty (30) days notice to BOARDER.
2. **RESPONSIBILITIES OF RBR:** RBR agrees to make available tack storage, water, and trash disposal. Stall specifications and alterations are subject to prior RBR approval.
3. **RESPONSIBILITIES OF BOARDER:**
 - a) **Care and Feeding of Horse:** BOARDER agrees to provide for the general care and watering of the horse identified in Appendix A. BOARDER agrees to pay for feeding by RBR approved **Independent Contractor/s** and has the option of hiring said contractor to clean the stall or

for other services such as turn-outs, feeding of supplements, blanketing, etc. (Services and additional fees are listed in the New BOARDER's Info Packet and are subject to change). BOARDER shall arrange for and be responsible for payment to the Independent Contractor/s. If BOARDER chooses to do his or her own stall cleaning it shall be done no less frequently than one time per day, seven days per week. If RBR deems the horse care does not meet minimum standards to ensure the health, safety and welfare of the horse, after attempting to contact the BOARDER to address the issue, RBR has the right to and may charge BOARDER for services rendered to ensure adequate care. _____ (initials)

b) **Exercise:** BOARDER shall be solely responsible for the exercise of the horse and it is expressly understood by BOARDER that the horse will not be exercised by RBR. BOARDER may, at his or her sole discretion, authorize third parties, whom shall be members of RBR, to exercise or train his or her horse. BOARDER agrees to ensure that such horse will be exercised no less than three times per week. RBR has the right to and may charge BOARDER for services rendered if horse is not properly exercised. _____ (initials)

c) **Stall Maintenance and Standards:** BOARDER shall maintain stall in a manner to ensure the safety and comfort of the horse and to protect the environment from pollution and runoff. Stalls shall be level and free of rotting organic matter, sharp corners, projections and dangerous objects. Stalls are required to have adequate bedding (sand or shavings), and sufficient drainage to be free of mud, standing water, and urine spots. BOARDER is responsible for all stall maintenance including plumbing, bedding, leveling and drainage. If stall is not maintained adequately, after attempting to contact BOARDER to address the issue, RBR has the right to make repairs and install materials at its discretion, and charge BOARDER the cost of any supplies and labor as incurred. _____ (initials)

4. **RISK OF LOSS:** During the time that the horse is on the premises of RBR, RBR shall not be liable for any sickness, disease, stray, or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of or being connected in any way with the keeping or use of said horse. This includes, but is not limited to, any personal injury or disability the horse,

BOARDER, or others may have received while on RBR premises, including as a result of any services rendered by RBR or its agents on BOARDER's behalf. BOARDER fully understands that RBR does not carry any insurance on any horse for any purpose. All risks connected with horse keeping or for any other reason for which the horse is on the premises of RBR are to be borne by the BOARDER.

5. **HOLD HARMLESS AND INDEMNITY:** BOARDER agrees to indemnify and hold harmless RBR, its DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, Independent Contractors, Rose Bowl Riders Charitable Organization, Tom Sawyer Camps and the CITY of PASADENA from any and all claims, demands, actions, and costs or expenses in connection therewith, that may arise out of the services or use of the RBR facility. BOARDER further agrees to indemnify and hold harmless owners or operators of any trailer or vehicle used in an emergency evacuation of any horse owned or leased by BOARDER, from any and all claims, demands, actions and costs or expenses in connection therewith, that may arise from use of said trailer or vehicle. BOARDER expressly waives any and all claims for compensation and releases and discharges RBR, its DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, Independent Contractors, Rose Bowl Riders Charitable Organization, Tom Sawyer Camps and the CITY of PASADENA from any and all demands, actions and causes of action arising from any and all loss or damage sustained by any person or persons who assert that said loss or damage was the direct or indirect result of any act or action by the horse named in Appendix A, BOARDER, and/or any other horse owned or leased by BOARDER.

6. **EMERGENCY CARE:** RBR agrees to attempt to contact BOARDER should RBR feel that medical treatment is needed for said horse, but if RBR is unable to contact BOARDER, RBR is then authorized to secure emergency veterinary, farrier or other care required for the health and well-being of said horse. All costs for such care secured shall be paid by BOARDER, and RBR is authorized as BOARDER'S AGENT, to arrange direct billing to the BOARDER. BOARDER agrees to provide RBR with the name and phone number of the veterinarian and farrier that the BOARDER prefers to use, in the event that such treatment is needed. BOARDER agrees to pay

any transportation costs incurred with respect to said horse in the event of an emergency evacuation. _____ **(initials)**

7. **SHOEING, WORMING and VACCINATIONS:** BOARDER agrees to provide the necessary shoeing and worming of the horse, at appropriate time intervals, and such expense for the same shall be the obligation of BOARDER. RBR requires that all incoming horses be currently vaccinated for Rhino pneumonitis, E-W Encephalitis, Influenza, Tetanus Toxoid, West Nile, Rabies, and/or any other diseases as specified in Appendix A. BOARDER agrees to provide said vaccinations for the horse at appropriate time intervals (including Rhino pneumonitis and Influenza every six months; E-W Encephalitis, Tetanus, West Nile, and Rabies annually), and expense for same shall be the obligation of BOARDER. BOARDER agrees to show proof/receipt of said vaccines.

8. **RULES and REGULATIONS:** BOARDER agrees to abide by all Rules and Regulations established by RBR for proper management and safety of RBR, its members and users. These rules and regulations are posted in the club house and available to members online. Rules are subject to change without notice and are made a part of this AGREEMENT by reference. Violations of established Rules and Regulations may be grounds for termination of this AGREEMENT by RBR giving BOARDER thirty (30) days written notice. _____ **(initials)**

9. **RESTRICTIONS on HORSES:** No stallions of any age, lactating or pregnant mares or un-weaned foals are permitted.

10. **DEFAULT:** Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT. In case of any default by one party, the other party shall have the right to recover attorney's fees and court costs incurred as a result of said default. BOARDER shall be considered in default for nonpayment of three consecutive months rent.

11. **NOTICE OF TERMINATION:** BOARDER and RBR agree that thirty (30) days written notice shall be given to the other party when terminating this AGREEMENT.

12. **RIGHT of LIEN:** BOARDER is put on notice that RBR has a Right of Lien, as set forth in the law of the State of California, for the amount due for horse keeping of such horse described herein and also for such storage, and shall have the right to enforce its lien under the California Stableman's Lien Law (California Civil Code, Sections 3080-3080.22).

13. **VOLUNTEERING:** Stalls shall be kept tidy and perimeters shall be kept raked and weeded. BOARDERS are expected to attend work days, volunteer at events, participate in day-to-day upkeep of the facility, and to comply with the RBR volunteer policy in effect to remain a member in good standing.

14. **MEMBERSHIP IN GOOD STANDING REQUIRED:** If BOARDER ceases to be a member in good standing of RBR, BOARDER will have a 60 day grace period to relocate horse. A suspended member may petition the board for the option to keep agreement in place subject to the designation of another member in good standing to care for horse during the period of suspension. This agreement remains in force until BOARDER has removed horse from the premises.

15. This AGREEMENT is subject to the laws of the State of California.

Executed at Pasadena, California this _____ day of _____, 20_____.

By: _____

By: _____

Signature – RBR Representative

Signature – BOARDER

Name and Address of Horse Owner (if other than BOARDER):

**Rose Bowl Riders
P.O. Box 533
Pasadena, CA 91102-0533**

APPENDIX A

Name of Horse Owner: _____

Address: _____

Home Tel. () _____ **Work Tel. ()** _____

E-mail: _____ **Cell: ()** _____

Description of Horse:

Name of horse: _____

Color: _____ Height: _____ Gender: _____

Breed: _____ Registrations/Tattoo# _____

DOB: _____ Age: _____ Markings: _____

Emergency and Health Information:

Veterinarian's Name: _____

Veterinarian's Tel.: () _____

Insurance carrier: _____ Policy #: _____

Any history of colic: _____

Farrier's Name: _____

Farrier's Tel.: () _____

Most recent vaccination DATES:

Administered within the past 6 months - Flu/Rhino ____/____/____

Administered within the past 12 months - West Nile ____/____/____ Rabies ____/____/____

Eastern/Western Encephalitis & Tetanus (3-way) ____/____/____

Most recent de-worming record: Type: _____ Date: ____/____/____

Please attach records

AM Feed: _____ PM Feed _____