

Holman Ranch

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1928

HORSE BOARDING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

(READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING)

This Horse Boarding Agreement, Liability Release and Assumption of Risk Agreement (the "Agreement") is entered into by and between Holman Ranch, LLC, a California limited liability company ("Holman Ranch"), with a mailing address of P.O. Box 149, Carmel Valley, California 93943, and _____ (the "Boarder"). The term of this Agreement shall be month to month effective on _____ subject to compliance with all rules and policies of Holman Ranch. The parties mutually agree to the following terms and conditions:

BOARDER INFORMATION:

Boarder's Name: _____

Boarder's Address: _____

City, State, Zip: _____

Mailing Address (if different): _____

City, State, Zip: _____

Home Phone: _____ Work: _____ Cell: _____

Email Address: _____

Emergency Contact: _____ Phone: _____

Veterinarian Name: _____ Phone: _____

Farrier Name: _____ Phone: _____

OWNER INFORMATION/SIGNATURE:

I warrant that I own the horse described on the next page or I am the Lessee/Agent (please circle one if not the owner). The owner's signature MUST accompany any Lessee/Agent signatures. If Boarder is not the legal owner of the Horse, the owner's contact information must also be provided to Holman Ranch:

Owner's Name: _____

Owner's Address: _____

Mailing Address (if different): _____

City, State, Zip: _____

Home Phone: _____ Work: _____ Cell: _____

Email Address: _____

Owner's Signature: _____ Date: _____

Updated 09.13.16

Holman Ranch

EST
1928

HORSE TO BE BOARDED by Holman Ranch is hereby stated as follows:

Horse's Name: _____ Age: _____

Breed: _____ Height: _____ Color: _____

Markings: _____ Mare/Gelding: _____ Approx. Value (\$): _____

Current Insurer: _____ Policy No. _____

Insurer Emergency Phone No: _____

Disclose Horse's Vices, Unique Habits: _____

Other Pertinent Information: _____

DEFINITIONS: The term "Boarder" shall herein refer to the owner, part-owner, or lessee of the animal(s) which are contracted to be boarded under this Agreement. The terms "Horse," "Equine", and "Animal" shall herein refer to all equine species, and also to the specific animals to which this Agreement refers. The terms "Board" and "Boarding" shall herein refer to the provision for compensation of daily routine husbandry, food, and physical space for animals by a party who does not generally have financial interest in the animals. Boarding services may include the provision of designated horse riding and training arenas and open space, in which the Boarder can ride and work with their horses at times that are specified by the Holman Ranch. The term "Rider" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "we", "me" or "my" shall herein refer to the Boarder(s) and the parents or legal guardians thereof if a minor.

Holman Ranch will provide:

Feed provided: alfalfa, forage, and grass hay. Horse fed 3x/day (not more than 2 flakes per serving unless other arrangements have been made), and stalls cleaned at 1x/day. Horses are turned out (weather permitting) 3 x/week.

TERMS OF BOARDING SERVICES: I / WE AGREE THAT:

1. Boarding Fees. In Consideration of the above, Boarder Agrees to Pay Holman Ranch monthly charges in the amount of \$_____, paid in advance for the stabling and board, on or before the 1st day of each month (board will be considered late on the 2nd of each month and a late fee of \$50 will be added for each rented stall). A valid and current credit card will be kept on file and will be charged on the 2nd if payment has not been received. In the event Holman Ranch charges the credit card, a three percent (3%) processing fee will be added to the charges. Boarder may also write post-dated checks to be kept on file with Holman Ranch to avoid late fees. If the credit card payment is declined and no other payment has been received by the 3rd, then the amount will go to collections and Boarder will receive an eviction notice. Boarders in arrears may be denied use of the facilities until all payments are brought current. HOLMAN RANCH RESERVES THE RIGHT TO TERMINATE AND VACATE THE BOARDER'S STALL. HOLMAN RANCH ALSO RESERVES THE RIGHT TO LOCK ANY STALL(S) TO FURTHER SECURE THE FINANCIAL OBLIGATION OF THE BOARDER.

2. Damage to Facilities/Modifications. Holman Ranch will notify the Boarder of damages to the facility (e.g. feeders, waterers, corrals, etc.) incurred throughout the term of this Agreement and ask for reimbursements as necessary. Boarders are not allowed to modify/repair the facilities without prior written approval of Holman Ranch.

Updated 09.13.16

Holman Ranch

EST
1928

3. Lien Against Boarded Animal. The Boarder and owner hereby grant a lien against the boarded animal to Holman Ranch for the value of all unpaid charges resulting from boarding and rendering any other services to the animal. Should such charges go unpaid, Holman Ranch shall be entitled to exercise the right to enforce said lien according to the laws of the State of California. The Boarder and owner acknowledge and agree that if amounts due for the care of the horse are past due, Holman Ranch has, pursuant to Civil Code 3080, a lien on the horse as well as any other personal property such as tack, equipment, trailers, etc. left in the care of Holman Ranch for the amount of any balance due and outstanding to Holman Ranch as well as any amount Holman Ranch has paid to secure services on the horse's behalf. Holman Ranch shall have the right, in accordance with the procedures set forth in the statute, to sell the horse and any such personal property and apply the proceeds of the sale to the amount due to Holman Ranch from the Boarder. The owner and Boarder hereby waive any requirements in the statute for a public sale of the horse or personal property, and consent to private sale if Holman Ranch is entitled by law to sell the horse or personal property, and if, in the sole opinion and discretion of Holman Ranch, private sale is likely to result in as high or higher price for the horse or personal property. If any sale pursuant to this section does not result in a price sufficient to satisfy the Boarder's obligation to Holman Ranch, the Boarder shall remain liable to Holman Ranch for any remaining balance. If such sale results in an amount exceeding the amount owed to Holman Ranch by the Boarder, any such excess shall be remitted to the Boarder. In the event the Boarder fails to make payment in accordance with the provisions of this Agreement, neither accommodation made by Holman Ranch, nor failure by Holman Ranch to enforce its rights shall be deemed a waiver by Holman Ranch of its right to enforce any provisions under this agreement in the future.

4. Fee Schedule Changes: I/we agree that the fee schedule may change at any time and should fees change, Holman Ranch shall give Boarder no less than 30 days written notice.

5. Boarded Horse Health Warranty. I/we agree that each horse to be boarded shall enter the premises and be maintained free from transmissible diseases, and must be effectively wormed, and current on Immunizations. Up-to-date documents must be presented to Holman Ranch by Boarder prior to the entry of horse onto the Holman Ranch premises.

6. Holman Ranch Right of Termination. I/we agree that Holman Ranch may terminate this agreement to board any horse for any reasons which may include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which Holman Ranch is not equipped to handle; Boarder's refusal to obey Holman Ranch's rules or to cooperate with Holman Ranch on reasonable requests relative to the management, welfare and safety of animals and people on premises; and in event of the discontinuation of the business of boarding of horses. Normally 30 days notice will be given, except where health or safety of others is at risk. Failure to pay fees or other charges as due shall entitle Holman Ranch to immediately terminate this Agreement and to keep the animal in Holman Ranch's possession until all fees and charges are paid in full. Holman Ranch reserves the right to immediately terminate this Agreement in the event that a horse or a horse/rider combination is dangerous. If Boarder refuses to remove the horse, Holman Ranch will do so at the Boarder's expense.

7. Boarder's Right of Termination. I/we agree that upon 30 day's written notice to Holman Ranch the Boarder may terminate this Agreement for any reason. Holman Ranch shall be paid for all fees incurred up to the termination date and prior to the removal of the horse. After all fees have been paid in full this Agreement shall be terminated. No refunds of boarding fees or training fees will be made if Boarder removes the horse without providing Holman Ranch at least thirty (30) days prior written notice. In the event Boarder's horse is placed for sale at any time during the term of this Agreement, then Boarder shall notify the Holman Ranch in writing.

8. Boarder Agrees to Barn Rules. I/we agree that all rules and policies of Holman Ranch will be followed. Any violations to the published facilities Barn Rules will be administratively handled as per the published rules. Barn Rules are subject to change at anytime and become effective once posted on the Holman Ranch premises.

Updated 09.13.16

Holman Ranch

EST
1928

9. Dogs. Although we welcome your canine friends, bringing your dogs to Holman Ranch Stables is a privilege. All dogs must be kept on a leash at all times, may not be left unattended, and are not allowed out on the trails. Boarder is responsible for any and all damages, injuries, or loss of life caused by or to the dog while present at the Holman Ranch facility.

10. Use of Facility. Use of the facility is limited to the Stables area and the Holman Ranch Trail System. The Stables area includes the lower jumping arena, the upper arena, the covered arena and a round pen. The Holman Ranch equestrian trails are for horseback riding only and proper trail etiquette and safety are enforced. The Vineyards, Ranch Roads, Hacienda and Wine Barn areas are not open to Boarders.

11. Vendors. I/we agree that all vendors who I/we request to provide services for our horse(s) on the Holman Ranch premises, including any veterinarian or farrier, must be licensed and insured. I/we agree to obtain evidence of such licenses and insurance coverage from each vendor, and provide such evidence to Holman Ranch at least three (3) days prior to the date such vendor will be providing any services on the Holman Ranch premises. I/we also agree to cause all vendors providing services on the Holman Ranch premises to name Holman Ranch, LLC and its members, managers, officers, employees, and agents as Additional Insureds on the insurance coverage carried by each vendor, prior to their entry onto the Holman Ranch premises.

12. Boarded Horse Illness or Injury. I/we agree that should the horse(s) become sick or injured, Holman Ranch shall attempt to notify the Boarder and/or owner immediately. If the Boarder and/or owner does not immediately inform Holman Ranch regarding measures to be taken, or if the state of the animal's health requires immediate action, Holman Ranch is authorized to request the services of a veterinarian of its choice or to give any other attention that appears necessary. The Boarder shall promptly pay all expenses for all services.

13. Boarder Acceptance of Responsibility. I/we have inspected Holman Ranch's premises and/or have in some other way satisfied myself/ourselves that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for my/our horse and Boarder, Boarder's family, guests and visitors who enter the premises. Boarder is responsible for any and all damages, injuries, loss of life caused by or to the animal while in the care, custody or control of the Boarder, Boarder's family members, and invitee or other handler or agent appointed by them.

14. Assumption of Risks. I/we acknowledge that risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; hazards, including, but not limited to, surface or subsurface conditions; a collision, encounter and /or confrontation with another equine, another animal, a person, or an object; the potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. I/we also acknowledge that these are just some of the risks and I/we agree to assume others not mentioned above. I/we am not relying on Holman Ranch to list all possible risks for me.

Updated 09.13.16

Holman Ranch

EST
1928

15. Release of Liability. I/we agree that in consideration of Holman Ranch undertaking the board and related services under the terms set forth herein, I, the undersigned Boarder, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge Holman Ranch, its boarders, agents, employees, officers, directors, representatives, assigns, members, boarders of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Holman Ranch's and/or its Associates ordinary negligence or legal liability; and I do further agree I shall not bring any claims, demands, legal actions and causes of action, against Holman Ranch and its Associates as stated above, in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Holman Ranch, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by Holman Ranch, or in the care, custody or control of Holman Ranch, whether on or off the premises of Holman Ranch but not limited to being on Holman Ranch's premises.

16. Protective Headgear Warning. I/we agree that for myself and on behalf of my child and/or legal ward have been fully warned and advised by Holman Ranch that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and/or driving, training, and/or being near horses, and I understand that the wearing of such headgear/ helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on Holman Ranch and/or its associates to provide a certified helmet for me or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. I/we understand that helmets must always be worn when jumping, and must always be worn by individuals under 18 years old.

17. Conditions of Nature Warning; Unfamiliar and Sudden Sights, Sounds and Movements Warning. I/we acknowledge that Holman Ranch is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near; or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I/we also understand that these are just some of the risks and I/we agree to assume others not mentioned above. I/we am not relying on Holman Ranch to list all possible conditions for me.

18. Visitor Permission to Handle Horse(s). I/we agree that in the event someone other than the Boarder will ride or handle boarded horse without the supervision of the Boarder, such parties shall have clear written permission or other agreed upon pre-arranged permission from the Boarder to remove, handle, or ride specific boarded horse. Boarder agrees that anyone riding or handling their horse(s) will have a signed liability release on file, with the Holman Ranch management and visitors will follow the facility rules.

19. Medical and Personal Liability Insurance. I agree that should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

20. Attorney's Fees and Costs. The Boarder understands and agrees that if any amount due under this Agreement remains unpaid for more than three (3) days after the date due, Holman Ranch may take legal action to collect all amounts due. The Boarder hereby agrees to reimburse Holman Ranch for all expenses incurred in the collection of such amounts, including but not limited to, attorney's fees and court costs.

Updated 09.13.16

Holman Ranch

EST
1928

21. Notices. Any notice to the Holman Ranch required by this Agreement will be deemed given if delivered to Holman Ranch Stable Manager in person, by email, or mailed to the Holman Ranch at the address given in the first paragraph above. Any notice to the Boarder and/or owner, if of a general nature, shall be deemed to be given when posted at the Holman Ranch facilities, and if to the Boarder and/or owner specifically, when delivered to the Boarder's or owner's hand, or mailed first class postage prepaid, to the Boarder's and/or owner's address as set forth in this Agreement.

22. Personal Property of Boarder. Holman Ranch shall not be responsible for maintenance, repair, or any damage to personal property of Boarder which is on the premises at any time either temporarily or permanently. Parking for trailers may be provided, however Boarder agrees to indemnify and hold harmless Holman Ranch from any and all claims or damages arising out of Boarder's leaving of such personal property on the premises. In the event any personal property is missing or stolen Holman Ranch shall not be responsible for such items. I/we acknowledge and agree that while on Holman Ranch's premises, direct loss, damage, theft, or injury to Boarder's horse(s), tack, equipment, trailer, and other personal property is not covered by Holman Ranch's insurance. The party who has the financial interest in and/or owns such items has the responsibility to insure the items under his / her own insurance policies.

23. Assignment or Subletting by Boarder. Boarder shall not assign his or her rights under this Agreement or Sublet all or any part of his or her stall(s), or horse(s), without the prior written consent of the Holman Ranch, which may be withheld in its sole discretion.

24. Entire Agreement, This Agreement, including any attachments hereto, constitute the entire agreement between Holman Ranch and Boarder and supersede all previous oral or written understandings and agreements between the parties, if any.

25. Amendment. This Agreement may not be amended except by written instrument executed by both parties hereto.

26. Governing Law. This lease shall be governed, construed and enforced in accordance with the laws of the State of California. Any legal action arising under this lease shall be brought in a court of competent jurisdiction in the County of Monterey, or if Federal jurisdiction is proper in the courts of the Northern District of California, San Jose Division.

27. Severability. Should a court of competent jurisdiction term that any portion of this Agreement is unenforceable or should any portion of this agreement be otherwise unenforceable in any way the remainder of this agreement shall continue in full force and effect.

28. Changes. Horse owner/Boarder will notify Holman Ranch in writing of any change of address of phone number and provide stable with appropriate emergency information should Boarder/owner be out of town.

All Boarders and Parents or Legal Guardians must sign below after reading and completing this entire document and initialing the required items. Spouses must sign for themselves.

[Signatures contained on next page.]

Updated 09.13.16

Holman Ranch

EST
1928

I / we, the undersigned, represent that I / we have read, understand and agree to the agreement, liability release and assumption of risk agreement.

I / we understand that by signing this document I / we are giving up rights to sue today and in the future.

I / we attest that all facts are true and accurate.

I am / we are signing this while of sound mind and not suffering from shock, or under the influence of alcohol, drugs or intoxicants.

Boarder Signature

Date

Boarder Name (Print)

Additional Family Members included in this agreement:

Signature

Date

Name (Print)

Signature

Date

Name (Print)

Signature

Date

Name (Print)

Updated 09.13.16