

BALLENA VISTA FARM Boarding Agreement

Ballena Vista Farm ("BVF"), and _____ (the "Owner") hereby agree as follows:

1. **BOARD CHARGES AND RIGHT OF LIEN.** BVF agrees to provide board, feed and general care services for the horse(s). The owner agrees to pay daily boarding charges per BVF current rate card, or per agreed upon rate. Veterinary and farrier charges shall be billed at the customary rate. All charges, including any veterinary and farrier services, are payable by the first day of the month subsequent to the month the charges were incurred. BVF may charge 1-1/2% per month on the delinquent amount remaining unpaid. NOTICE IS HEREBY GIVEN TO OWNER that BVF has a RIGHT OF LIEN, as set forth in the law of the State of California, for the amount due for the board and other charges, and has the right, without process of law, to retain the horse(s) until the Owner's indebtedness is paid.

2. **STANDARD OF CARE AND HEALTH OF HORSE(S).** The Owner agrees that he or she has made, or had had the opportunity to make, himself or herself familiar with the facilities at BVF and that he or she is also familiar with, and approves of, the standard of care provided by BVF.

IT IS AGREED THAT NEITHER BVF NOR ANY OF ITS REPRESENTATIVES SHALL BE LIABLE FOR ANY DEATH, DISEASE, OR IN JURY TO ANY HORSE OF THE OWNER EITHER THROUGH ACCIDENT OR OTHERWISE WHILE IN THE CARE OF BVF.

3. **OWNER HEREBY RELEASE BVF, ITS OWNERS, AGENTS AND EMPLOYEES OF ANY LIABILITY FOR DEATH, SICKNESS, DISEASE, ACCIDENT OR INJURY OR LOSS OF HORSE(S) OF THE OWNER WHILE IN THE CARE, CUSTODY AND CONTROL OF BVF, OR WHILE IN TRANSPORTATION PROVIDED BY IT.** OWNER ASSUMES ALL RISK OF LOSS OR DAMAGE TO THE HORSE(S), AND WILL INSURE AGAINST THE SAME IN HIS OR HER DISCRETION.

4. **HOLD HARMLESS AGREEMENT.** The Owner agrees to hold BVF harmless from any claims resulting from damage or injury to anyone other than an employee of BVF caused by horses owned by Owner and Owner agrees to pay any legal fees, and/or expenses incurred by BVF in defense of such claims.

5. **ASSIGNMENT.** This agreement cannot be assigned or transferred by the Owner without the written consent of BVF.

6. **VETERINARY, ETC. TREATMENT.** BVF reserves the right to have the horse(s) examined and to provide treatment of any condition by a veterinarian and/or farrier when such, in the sole discretion of BVF, is reasonable and necessary for the well-being of the horse(s). Specifically, but not by way of limitation, it is agreed that: (a) any horse(s) of Owner while in the care of BVF may be wormed and vaccinated, (b) should BVF decide, upon veterinarian consultation, that emergency treatment is in the best interest of the horse(s), BVF may transport any horse(s) of Owner to a veterinary facility for such treatment, and (c) BVF also reserves the right to have its representatives administer medication to the horse(s), at the direction of a veterinarian, including the injection of medication through the use of a syringe and needle. All examination and treatment of the horse(s) will be undertaken at the expense of the Owner.

7. **EMERGENCY CARE.** ****NOTE:** The main reason for this clause is for the acute, severe colic case. For many of them, time is of the essence IF surgery is to be effective. This form, properly filled out, will help us give prompt treatment to your horse in the manner you wish. Should the horse(s) you have boarded at BVF experience a case of colic or serious injury or illness and you are not available for consultation, BVF should:

_____ Have the attending BVF veterinarian institute appropriate treatment that can be carried out on the Farm but DO NOT SHIP to a veterinary clinic. If the horse(s) cannot be saved by the attending veterinarian on the Farm, I authorize the horse to be euthanized.

_____ If in the opinion of the attending BVF veterinarian the horse(s) requires prompt surgical intervention and/or intensive care in order to save its life, SHIP THE HORSE to an appropriate equine veterinary clinic. In case of severe colic, exploratory surgery is necessary to discover what is causing the pain. This surgery costs approximately \$1,800. At this point the attending veterinarian at the equine clinic can give the BVF representative a fairly good estimation of the probability of survival and the costs. At this time I authorize the BVF representative to:

(A) _____ Have the veterinarian do whatever is deemed necessary to try to save the horse(s), without consideration of expense.

(B) _____ Have the veterinarians do whatever they can to save the horse(s) but limit the costs to _____ (fill in dollar amount in excess of \$1,800). If in the estimation of the veterinarians the horse(s) cannot be saved for the limit I am setting, the BVF representative is authorized to have the horse euthanized. ****NOTE:** Most surgical colic cases end up costing in the \$3,500 to \$5,000 range. However, some have been to \$10,000 and above, depending on particular cause and complications.

Please check the appropriate box and INITIAL. If you have marked the second option, you MUST mark either A or B. BE ASSURED THAT WE WILL MAKE EVERY ATTEMPT TO CONTACT YOU and will act in the best interests of your horse and within the limits you have indicated.

I have read the emergency care clause and authorize the actions I have indicated above.

_____ Date

_____ Owner/Agent Signature

NAME OF HORSE(S) COVERED BY THIS AGREEMENT: _____

NOTE: If your horse is insured you may be required to do what is necessary to save the animal, regardless of cost, to abide by the policy. Name, address, and phone number of Insurance Company: _____

PLEASE LIST ALL PHONE NUMBERS WHERE WE SHOULD ATTEMPT TO CONTACT YOU: _____

8. **WARRANTY.** Owner warrants that he or she owns the horse(s) and that there are no liens against the horse(s). If this agreement is executed by an agent of Owner, such agent warrants that he or she is duly authorized to act for and on behalf of the Owner.

9. **IDENTIFICATION.** The horse(s) shall arrive at BVF properly identified. Owner will provide BVF with a copy of the Registration Certificate, any shipping papers, a statement as to any peculiarities of the horse(s) and any information that may be pertinent or helpful in handing the horse(s).

Owner of horse(s) _____ (print)

Social Security Number or Tax ID number _____

Address _____

Telephone _____

Date _____

For BALLENA VISTA FARM

X _____
Authorized Signature

HORSE(S) OWNER or HORSE(S) OWNER'S AGENT,

X _____
Owner/Agent Signature

Important: Please retain the pink copy for your records.

BALLENA VISTA FARM
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