



# BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, on \_\_\_\_\_ made by and between, BOYKO RANCH LLC, hereinafter referred to as 'STABLE', providing services as an independent contractor, located at BOYKO RANCH LLC, 4671 ROCK BARN RD, SHINGLE SPRINGS, CA 95682, and \_\_\_\_\_, the owner of hereinafter-described horse(s), hereinafter referred to as 'OWNER', residing at a permanent address of \_\_\_\_\_. These parties warrant that they have the right to enter into this agreement.

## 1. Fees, Term and Location

In consideration of \$ \_\_\_\_\_ per horse per ( ) month / ( ) day paid by OWNER in advance on the first day of each month, STABLE agrees to board the herein described horse(s) on a month to month basis commencing on \_\_\_\_\_. Partial months boarding shall be paid on a pro-rated basis based on the numbers of days boarded in a standard 30 day month.

Late Fees: Boarding fees paid between the fourth and fifteenth day of the current month due will be subject to a late fee of \$25.00. Fees received after the sixteenth will be subject to an late fee of \$50.00.

## 2. Description of Horse (s)

Horse's Stable Name: \_\_\_\_\_ Horse's Registered Name: \_\_\_\_\_

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

Color and Markings: \_\_\_\_\_

Height: \_\_\_\_\_ Foaling Date: \_\_\_\_\_

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

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

A copy of the registration papers or proof of ownership must be kept on file.

**3. Feed and Facilities**

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the animal(s).

Choose type of Board below:

- Stall with Turn-Out with \_\_\_\_\_ maximum number of horses in pasture or private
- Private Pasture with a shelter
- Private Pasture without a shelter
- Community Pasture with \_\_\_\_\_ maximum number of horses in pasture

AM FEEDING:  1-2 FLAKE GRASS  1-2 FLAKE ALFALFA

Special Feeding (Grain, additional hay):

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PM FEEDING:  1-2 FLAKE GRASS  1-2 FLAKE ALFALFA

Special Feeding (Grain, additional hay):

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**Worming**

STABLE will provide the necessary worming of the horse as is reasonably necessary, if not done by the owner. Provided, however, such expense for same shall be the obligation of OWNER hereunder. Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fifteen days that the bill is submitted to OWNER.

\_\_\_\_\_ Initials verifying that the above "Worming" section has been read

**Following is a solid horse worming schedule that we recommend:**

Horse Worming Schedule	
Month One (January)	A Pyrantel pamoate-based product such as Strongid.
Month Four (April)	An Fenbendazole-based product such as Panacur or Safe-Guard.
Month Seven (July)	A Pyrantel pamoate-based product such as Strongid.
Month Ten (October)	An Ivermectin/Praziquantel-based product such as Zimecterin Gold.

**Shoeing**

STABLE will provide the necessary shoeing and farrier services of the horse as is reasonably necessary, if not done by the owner. Provided however, such expense for same shall be the obligation of OWNER hereunder. Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fifteen days that the bill is submitted to OWNER. STABLE reserves the right to charge a \$15/hour service charge to make and attend any call for farrier or vet services.

\_\_\_\_\_ Initials verifying that the above "Shoeing" section has been read

Furthermore, it is expressly recognized and understood that the boarding of said horse(s), as agreed to herein, is not a personal services contract and accordingly, any services provided for hereunder may be performed by STABLE or its employees, officers, agents and/or family members.

#### **4. Exercise**

The OWNER shall be solely responsible for the exercise of the horse (s) and it is expressly understood by OWNER that the horses (\_\_\_) shall or (\_\_\_) shall not be turned out to pasture daily.

#### **5. Ownership**

OWNER warrants that it owns said horse (s), that there are no current liens against said horse(s), express or implied by law.

#### **6. Veterinary Care**

Required veterinary care: Current Deworming, a typical 5-way immunization injection (Tetanus, Eastern and Western Encephalitis, Rhinopneumonitis, Influenza), West-Nile

Suggested veterinary care: Strangles and Rabies

Other specialized veterinary care specific to this horse includes:

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STABLE reserves the right to charge a \$15/hour service charge to make and attend any call for farrier or vet services.

#### **7. Risk of Loss**

During the time that the horse(s) is/are in the custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse (s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of STABLE, are to be borne by OWNER.

#### **8. Hold Harmless**

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

#### **9. Liability Insurance**

OWNER warrants that she presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim(s) arising out of or relating to this AGREEMENT.

## 10. Emergency Care

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number: \_\_\_\_\_, Should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

## 11. Stable Rules

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he and his guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

No smoking anywhere in the barn or within 30 ft of the nearest building.

No dogs allowed. The personal dogs of the property owners and tenant do not apply.

Equestrian approved helmets must be worn by anyone under the age of 18 while mounted.

Parents may not override this rule! Those over 18 may choose to ride without a helmet at their own risk.

No riding aloud inside the barn isles.

Do not enter any stall of a horse that is not your own, unless there is an emergency.

Please do not feed or give treat(s) to any horse that is not your own.

Clean the barn isle after grooming your horse(s). You are responsible for picking up all manure, hoof pickings, hair and sweeping the area EVERY time you groom your horse.

Keep the tack room clean and respectful to the property of others. Do not use anyone else's tack without their permission.

No turnout allowed in the indoor arena unless horse is being supervised. During rain season, if you turnout your horse in the indoor arena and someone is waiting to ride, you are to remove your horse from the arena. Riders have first right to access of the arena.

Pick up your horse's manure from the arena, round pen, wash rack, or walking areas of the facility. \$30/hour labor fee will be added if you do not pick up after your horse(s).

If you take your horse(s) for trail rides or shows, you are welcome to take 1 flake of hay with you for the hay net. You are welcome to take a bag of bedding with you, but you will be charged \$8 per bag taken.

Guests are welcome at the barn, but you are responsible for their behavior and ensuring that they follow the rules. Any guests who wish to ride or handle a horse MUST sign a release of liability form. We highly recommend that all guests, regardless of age, wear a equestrian approved helmet.

**NO RUNNING AROUND HORSES!**

Barn Hours: 6 A.M. to 11 P.M. (unless permission granted)

Only Grain bins and Shavings will be aloud in the front of stalls, do not place anything else in the isle(s).

**NO DRAMA! THIS WILL RESULT INTO IMMEDIATE CONTRACT TERMINATION!**

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

**12. Default**

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 11 Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due to STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default. If STABLE terminates this AGREEMENT at any time, the OWNER will not be refunded for any remaining time during the month already paid.

**13. Assignment**

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

**14. Notice of Termination**

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT. The Thirty (30) days notice shall be given in written form to either owners at the Stable.

**15. Right of Lien**

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of California, for any amount due for the board and keep of horse(s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse(s) after two months of non-payment or partial payment and STABLE can then sell horse(s) to recover its loss

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF CALIFORNIA ON THE DATE FIRST SET FORTH ABOVE.

"STABLE"

STABLE AND STABLE OWNER: BOYKO RANCH LLC, JORDAN AND JAKE BOYKO

STABLE OWNER (SIGNATURE): \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: 4671 ROCK BARN RD, SHINGLE SPRINGS CA 95682

TELEPHONE: (JORDAN) 916-952-5050 (JAKE) 916-936-5521

"OWNER"

HORSE OWNER (PRINTED): \_\_\_\_\_

HORSE OWNER (SIGNATURE): \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE: (W) \_\_\_\_\_ (C) \_\_\_\_\_

# ADDENDUM

## **Abandoned Tack and Horses beyond Boarding Term**

There shall be no assumed transition period beyond the end of the boarding term. Horses left behind at either the end of the boarding term or the discontinuance of payment for boarding services will be kept for a fixed period of time of 30 days at the horse OWNER'S expense of \$\_\_\_\_\_ per month(same as the boarding rate previously paid) until the horse is removed.

Items and tack left behind at either the end of the boarding term or the discontinuance of payment for boarding services will be kept for a fixed period of time of 30 days at the horse OWNER'S expense of \$100 until the item is removed. If item has not been removed after 30 days and \$100 fee has not been paid in full, OWNER surrenders items and tack to STABLE that was left behind.

## **Stableman's (Agister's) Liens**

Upon the occasion that the OWNER of the boarded horse receives services from the STABLE and fails to pay the prearranged fees (i.e. - board, feed, vaccinations, and medical fees incurred) the horse will not be released to the OWNER until funds have been received for services rendered. If funds are not received within 30 days of first contact regarding fee's owed, OWNER then agrees to surrender horse and tack/ supplies left behind to STABLE.

An automatic lien will be placed on horse(s), tack, supplies, trailers, vehicles for unpaid board or services after 10 days, enabling the STABLE to sell or otherwise dispose of the horses if they remain on the STABLE property after a 30 day period following termination of the boarding agreement. If dues remain unpaid, the OWNER waives any rights that they might have otherwise had under California State's agister's lien law, enabling the STABLE to take action to sell the horse(s) without having to go through the typical lien sale process.

## **Transfer of Ownership**

Owners of said horse(s) and items will receive two letters monthly for the 30 day period of failure to pay board and/or other incurred expenses. The letter will specify each item and/or horse and state that if the items are not removed within the specified period of time (30 days from first failure of payment), they will become the property of the boarding stable.

After 30 days of failure to render payment for services the STABLE will take ownership of the horse and/ or left-behind items unless all past due liens and debt is paid. At this point, all liens will be considered satisfied and any past due debt will be considered null and void. In the case of registered horses, horse OWNER will be required to furnish registration paperwork and sign over a transfer of ownership to the stable, otherwise a transfer of indemnity will be carried out.

Beyond this 30 day period, the former OWNER will have no claims of liens on the previously held possessions and will be revoked from any opportunity for legal clam for "conversion" against the STABLE or the STABLE OWNERS.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF CALIFORNIA ON THE DATE FIRST SET FORTH ABOVE.

**"OWNER"**

**HORSE OWNER (PRINTED):** \_\_\_\_\_

**HORSE OWNER (SIGNATURE):** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE: (W)** \_\_\_\_\_ **(C)** \_\_\_\_\_

# Horse Information Form

## OWNER

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

Phone: (H)\_\_\_\_\_ (w)\_\_\_\_\_ (C)\_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

## HORSE

Horse's Stable Name: \_\_\_\_\_ Horse's Registered Name: \_\_\_\_\_

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

Color and Markings: \_\_\_\_\_

Height: \_\_\_\_\_ Foaling Date: \_\_\_\_\_

Date of Arrival: \_\_\_\_\_ Date of Departure: \_\_\_\_\_

## FEED

AM FEEDING: (  ) 1-2 FLAKE GRASS (  ) 1-2 FLAKE ALFALFA

Special Feeding (Grain, additional hay):  
\_\_\_\_\_

PM FEEDING: (  ) 1-2 FLAKE GRASS (  ) 1-2 FLAKE ALFALFA

Special Feeding (Grain, additional hay):  
\_\_\_\_\_

## VETERINARIAN

1<sup>st</sup> Choice: \_\_\_\_\_ Phone: \_\_\_\_\_

2<sup>nd</sup> Choice: \_\_\_\_\_ Phone: \_\_\_\_\_

## FARRIER

1<sup>st</sup> Choice: \_\_\_\_\_ Phone: \_\_\_\_\_

2<sup>nd</sup> Choice: \_\_\_\_\_ Phone: \_\_\_\_\_

**Additional Services Desired:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



	Type of Service	Monthly Cost
<i>Monthly Board:</i>		
<input type="checkbox"/>	12 x 12 Matted Stall w/ Turnout	\$450
<input type="checkbox"/>	12 x 12 Stall no mats w/ Turnout	\$425
<input type="checkbox"/>	Private Pasture w/ Shelter	\$395
<input type="checkbox"/>	Private Pasture no Shelter	\$375
<input type="checkbox"/>	Community Pasture	\$350
<i>Daily Board:</i>		
<input type="checkbox"/>	12 x 12 Stall	\$25
<input type="checkbox"/>	Private Pasture	\$20
<input type="checkbox"/>	Community Pasture	\$15
<i>Additional Services:</i>		
<input type="checkbox"/>	Blanketing	\$30
<input type="checkbox"/>	Fly Mask	\$20
<input type="checkbox"/>	Supplement/Graining	\$20
<input type="checkbox"/>	Weekend Turnout	\$5/day
<input type="checkbox"/>	Lunch Feeding	\$80
<input type="checkbox"/>	Extra Flake per feeding	\$80
<input type="checkbox"/>	Shavings Program	\$80
<input type="checkbox"/>	Trailer Parking Boarders Monthly	\$20
<input type="checkbox"/>	Trailer Parking Non-Boarders	\$50
<input type="checkbox"/>	Trailer Parking Daily	\$5/day
<input type="checkbox"/>	Private Turnout from Stall	\$35
<input type="checkbox"/>	Worming Program	\$25 per dose
<input type="checkbox"/>	Farrier (every 6-8 weeks)	\$75 - \$175
<input type="checkbox"/>	Grooming 3x/week	\$20
<i>Hauling In:</i>		
<input type="checkbox"/>	Daily Haul In	\$15/day
<input type="checkbox"/>	Monthly Haul In	\$65
	(Stable will complete)Total:	

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

Owner Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## STALL & PASTURE REQUIREMENTS:

1. Salt/Mineral Blocks (50#, not including 5# bricks): No salt/mineral blocks/licks aloud in feeders.
2. Stalls Additions: No wood boards, mesh, wire, hotwire, tarps, screws, nails, etc. are permitted without management approval.
3. Feeds: Wet feeds (such as soaked beet pulp or bran mashes) are not allowed in feeders. Owner must provide a ground feed tub. Dry feeds are okay in feeders.
4. Water Buckets: No more than ONE bucket permitted per stall. Auto waterers will be provided in stalls. Large water troughs will be provided in all paddocks/pastures.
5. Rubber mats: Stall mats are permitted but please do not block aisles. No rinsing of stall mats aloud in stall. You must remove stall mat if you would like to rinse off.
6. Bedding:
  - a. Mini flake bedding is permitted and must be placed in designated storage area. There will be an additional fee of \$50/month if you use any other type of shavings other than mini flake bedding.
  - b. Additional dirt is permitted with management approval.
7. Storage:
  - a. Shavings, 1 (ONE) grain bin and 1 (ONE) storage chest aloud in front of stall or pasture.
  - b. Any grain bins outside in front of pastures MUST have a lid at all times.
8. Manure/Debris: Please use muck buckets or wheel barrows if you would like to remove any manure from your horses stall or pasture.

**\*\*\*NOT following these requirements may result in a fine and/or a \$30/hour labor fee\*\*\***

I agree to follow all stall requirements listed above:

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## RELEASE, ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION

**THIS DOCUMENT WAIVES IMPORTANT LEGAL RIGHTS. READ IT CAREFULLY  
BEFORE SIGNING**

I understand and acknowledge that there are inherent risks associated with horse - related activities and horse sports, including but not limited to: the propensity of horses to behave in ways such as bucking, running away with riders, biting, kicking, striking, shying, stumbling, rearing and or falling or stepping on people or appendages. Horse activity may and can result in injury, harm or death to oneself, one's family members, or other person on sudden movement, including myself. The unpredictability of horses and their reactions to any outside source is known by myself and I hereby accept all responsibility upon myself if any accident should occur at Boyko Ranch, and I will hereby agree by signing not to hold Jordan or Jake Boyko, or any other interested parties, responsible for my personal choice to ride on Boyko Ranch LLC property. I hereby understand it is my responsibility to be aware of dangerous conditions such as slippery terrain, and or subsurface conditions which may cause slipping, injury, harm or death to myself or my family members, including in this clause of inclusion are conditions such as losing control or an animal or exceeding his abilities in any way.

**Participants Name:** \_\_\_\_\_

**Participants Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**If Minor, Parents Name:** \_\_\_\_\_

**If Minor, Parents Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

I agree in consideration for boarding my horse(s) at Boyko Ranch or my participation in Horse related clinics, lesson, shows or activities on the premises of Boyko Ranch at 4671 Rock Barn Rd in Shingle Springs, California to the following commitments:

I agree that I choose to participate voluntarily in activities or sports with a horse as a rider, driver, handler, lessee, owner, coach, trainer, and or parent participant, or guardian of a minor. I am fully aware and acknowledge that horse related activities and horse sports involve inherent risks which may become dangerous to myself or minor child, and agree to accept all responsibility for said risk.

I agree to release the owners of Boyko Ranch, any interested parties, and or property, their employees, agents, personnel, trainers, and or volunteers from any claims for money, damages, or otherwise for any harm to myself, my minor child, or my horse(s), for any harm caused to said by self neglect or other horse owner neglect on property.

I agree to expressly assume all risk of harm to me, my minor child, or my horse(s), including harm resulting from the negligence of the owners **Initial** \_\_\_\_\_

I agree to indemnify (Pay any losses, damages or extra costs incurred) the owners of Boyko Ranch and to hold them harmless with respect to any claim for harm to our horses, and for claims made by others for any harm caused by me or my minor child, or our horse(s) while boarding our horse(s) at Boyko Ranch or participating in any activities or horse sport at Boyko Ranch

Barn. **Initial** \_\_\_\_\_

I have read the barn rules regarding equipment, I understand and acknowledge that I am required to wear a protective helmet, boots, and all other protective gear needed to serve as lifesaving attire, while riding, grooming, or working with my horse(s). **Initial** \_\_\_\_\_

If I am a parent or guardian of a minor child participating in horse related activities, not excluding riding, lunging, grooming, walking in the barn or any other activity while at Boyko Ranch , I give my complete consent and permission for my child's participation in these horse sports, while acknowledging that I fully understand that my child must wear and use protective equipment while riding and or handling any horse on the property. I also agree to all of the above provisions and agree to assume all obligations of this release on my or my child's behalf.

By signing below, I agree to be legally bound by all of the above, on page one and two of Boyko Ranch riding release and barn agreement.

**Participants Name:** \_\_\_\_\_

**Participants Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**If Minor, Parents Name:** \_\_\_\_\_

**If Minor,**  
**Parents Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# MEDIA RELEASE FORM

I, \_\_\_\_\_, grant permission to Boyko Ranch, hereinafter known as the "Media" to use my image (photographs and/or video) for use in Media publications including:

(Check All That Apply)

- Videos  - Email Blasts  - Recruiting Brochures  - Newsletters  - Magazines  - General Publications  - Website and/or Affiliates  - Other: \_\_\_\_\_

I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

Please **initial** the paragraph below which is applicable to your present situation:

\_\_\_\_\_ - I am 18 years of age or older and I am competent to contract in my own name. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

\_\_\_\_\_ - I am the parent or legal guardian of the below named child. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

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

Signature of parent or legal guardian: \_\_\_\_\_  
(if under 18 years of age)