

# BOARDING AGREEMENT

THIS BOARDING AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Rancho Corazon, LLC, a New Mexico limited liability company ("Rancho"), and \_\_\_\_\_ ("Owner").

## RECITALS

A. Rancho is the owner of a boarding facility located at 408 Driveway 838, Lemitar, New Mexico 87823 (the "Ranch"); and

B. Owner desires to board that certain horse described below in Section 2 (the "Horse") with Rancho under the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

## AGREEMENT

1. Fees. Owner agrees to pay Rancho the monthly sum of \$\_\_\_\_\_, per horse, plus tax, for boarding services, to take place at the Ranch. Monthly board shall be paid in advance and is due on the first day of each month. A late charge of \$\_\_\_\_ per day is due for any payment made after the seventh day of the month thereafter until paid. Rancho reserves the right to adjust fees from time to time following thirty (30) days notice to Owner.

2. Description of Horse. The following Horse will be boarded at the Ranch.

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

Color: \_\_\_\_\_ Sex: \_\_\_\_\_

Breed: \_\_\_\_\_ Registration/Tattoo No: \_\_\_\_\_

3. Feed and Facilities. Rancho agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the Horse. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order.

4. Farrier and Veterinary Care.

4.1 De-worming. Rancho will buy and administer the de-wormer for the Horse as per the worming schedule posted at the Ranch. Owner will be assessed a fee

of \$\_\_\_\_\_ plus the cost of the wormer. If the Horse is difficult or dangerous to de-worm, a handling fee of up to \$\_\_\_\_\_ may be assessed, to be paid with following month's fees, or a veterinarian may be contacted to de-worm the Horse with the cost assessed to Owner.

4.2 Individual Routine Care. If an individual veterinary or any farrier appointment is scheduled for the Horse, the Owner must contact Rancho and inform Rancho of the appointment. The Owner is responsible to either be present to handle the Horse, or to make prior arrangements with Rancho to be present at a fee estimated to be between \$\_\_\_\_\_ to \$\_\_\_\_\_ depending on the extent of the care and handling necessary, to be paid with the following month's fees. If the Owner is not present and no prior arrangements have been made, the veterinarian or farrier may be turned away without servicing the Horse; in this case the Owner will still be responsible for all fees incurred. The above fee is in addition to the veterinarian's call charge.

4.3 Immunizations. Upon arrival of the Horse at the Ranch, documentation of current immunization status for all of the following is required: Sleeping Sickness, Tetanus, West Nile, Flu/Rhino, Strangles, and a negative Coggins test. De-working must also be current. The Horse must stay current on all of the above immunizations and de-worming to remain at the Ranch.

4.4 Emergency Care. Owner agrees to have regular care provided by a licensed veterinarian, including a reasonable vaccination schedule and dental care. In the event the Horse shall require the emergency services of a veterinarian, Rancho will immediately attempt to contact Owner. In the event Owner cannot be reached, Rancho is hereby authorized to, as agent for the Owner, call the veterinarian listed below. If Rancho is unable to reach the veterinarian listed below, Rancho may contact a licensed veterinarian of its choice or administer drugs to the Horse until a veterinarian can be reached. All fees charged by a veterinarian or for the administration of drugs shall be the sole and exclusive responsibility of Owner, with no liability whatsoever on the part of Rancho.

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

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

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

5. Rancho Right to Terminate. Rancho reserves the right to terminate this Agreement as follows:

5.1 If, in the opinion of Rancho, the Horse is deemed dangerous or undesirable for the Ranch, Owner agrees to remove the Horse from the Ranch within seven (7) days notice to Owner. In such case, Owner shall be responsible for all fees incurred during the Horse's stay, with any unearned fees paid to Rancho in advance to be returned to Owner upon termination of this Agreement.

5.2 Without cause whereby Horse shall be removed from the Ranch immediately following fifteen (15) days written notice. In such case, the Owner shall be

responsible for all fees incurred during the Horse's stay, with any unearned fees paid to Rancho in advance to be returned to Owner upon termination of this Agreement.

6. Owner Right to Terminate. Owner may terminate this Agreement without cause following a minimum of thirty (30) days advance written notice to Rancho of Owner's intent to remove the Horse from the Ranch. No Horse shall be allowed to leave the Ranch until all monies due Rancho are paid in full.

7. Insurance by Owner. Owner acknowledges that Rancho's insurance coverage does not cover loss, damage or injury to Owner's Horse, tack or equipment. It is the responsibility of Owner to provide such insurance coverage on the Horse and equipment.

8. Rick of Loss. DURING THE TIME THAT THE HORSE IS IN CUSTODY OF RANCHO, RANCHO SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH 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 BOARDING OF SAID HORSE, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE ON THE PART OF RANCHO, ITS AGENTS, AND/OR EMPLOYEES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL INJURY OR DISABILITY OWNER, OR OWNER'S GUEST, MAY RECEIVE ON THE RANCH.

9. Right of Lien. Rancho reserves the right to place a lien on the Horse along with its registration certificate issued by the breed association for all charges resulting from boarding and rendering any other services to the Horse. If such charges shall be unpaid for a period of thirty (30) days after they become due, Rancho may, upon forty-five (45) days notice in writing to Owner, sell the Horse along with any registration certificate at public or private sale to satisfy the account. Owner agrees to relinquish title to any and all breed association registration papers upon the enactment of this clause. The notice may be served by registered or certified mail with return receipt requested, addressed to the address of Owner as stated in this Agreement. The proceeds of the sale, after paying the expense thereof, shall be applied to liquidate the indebtedness secured by the lien, including all charges accrued in caring for the animal up to the date of sale, and the balance shall be paid over to the Owner. If the proceeds of the sale are insufficient to cover the indebtedness, the Owner shall pay the difference to Rancho.

10. Indemnification. Rancho shall not be accountable for, and Owner agrees to indemnify and hold harmless Rancho for any liability for damages to the Horse of any cause whatsoever, including, but not limited to, loss, fire, theft, or running away, unless caused by the gross negligence of Rancho. Unless caused by the gross negligence of Rancho, Owner further agrees to be solely responsible and indemnify and hold harmless Rancho for any and all acts of the animal, including, but not limited to damage to Rancho property, such as stalls, lighting, fencing, etc., and claims, injuries or loss of life that may be sustained by Owner, its guests, employees, agents, invitees, or any other persons or their property.

11. Assignment. This Agreement may not be assigned by Owner without the prior written consent of Rancho.

12. Entire Agreement. This Agreement represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this Agreement. This Agreement is made and entered into in the State of New Mexico and shall be enforced and interpreted in accordance with the laws of said state.

13. Enforceability of Agreement. In the event one or more parts of this Agreement are found to be unenforceable, invalid or illegal, the other portions hereof shall be deemed in full force and effect.

14. Notices. All notices, demands or other communications required or permitted to be given hereunder shall be in writing and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service, addressed as follows; or as of receipt of a successful transmission confirmation after transmitting by fax to the fax number set forth below:

If to Rancho:

Rancho Corazon, LLC  
408 Driveway 838,  
Lemitar, New Mexico 87823  
Attention: Guy W. McElvain  
Facsimile: \_\_\_\_\_

If to Owner:

Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section.

***[SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first set forth above.

RANCHO CORAZON, LLC:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OWNER:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_