

Whispering Creek Equestrian Center

10110 California Oak Way
Cupertino, CA 95014-5655
(650) 575-3829

Boarding Agreement

This agreement entered into on _____ (Month, Day), 20____ (Year), between **Whispering Creek Equestrian Center** and

_____	(____)
Name (Print)	Primary Phone
_____	(____)
Address	Alternate Phone
_____	_____
City State Zip	Name of Horse(s)

hereinafter referred to as "**Boarder**," whereby Whispering Creek Equestrian Center agrees to board _____ (#) horse(s) under the following terms and conditions:

- The monthly charge for board shall be \$ _____ = Total \$ _____ (based upon the number of horses boarded) due on the 1st of each month. Late fees apply as follows:

<u>Board Paid by</u>	<u>Late Fee</u>
1 st – 3 rd Day of each Month	\$0
1-12 days late	10% of board
13-27 days late	20% of board
28-56 days late	50% of board
57 or more days late	Possible termination of agreement
- A one-time Arena and Facilities Fee of \$175.00 per Boarder will be due at the time the first month's board is due.
- The term of this agreement shall be from month to month, terminating upon thirty (30) days notice by either party. If Boarder fails to comply with any of the material provisions of this agreement, or if monthly payments or other fees are more than 30 days late, this agreement may be immediately terminated by Whispering Creek Equestrian Center.
- Board shall consist of a stall with shelter, or pasture, and food (one flake of hay twice a day). Any additions of feed will be an extra \$ _____ per month. Any additional feed and/or vitamins and/or supplements deemed necessary by the Boarder will be supplied by the Boarder.
- This boarding agreement is made on the express condition that Whispering Creek Equestrian Center shall be free from all liability or loss by reason of, or arising out of, injury or damage to person(s), horse(s), or property, from whatever cause, while in or on the boarding premises, or in any way connected with Whispering Creek Equestrian Center or with the improvements or personal property or horses therein or thereon, including any liability for injury or damage of or to the person, horses, or property of Boarder, or Boarder's agents, guests, invitees, employees, or family members. Boarder hereby covenants and agrees to indemnify Whispering Creek Equestrian Center and its principals and save them harmless from any and all claims or assertions of any kind or nature, and any and all liability, loss, costs, attorney fees, or obligations on account of, or arising out of, any such injury, damage, or losses however occurring.
- Veterinary and farrier fees incurred by the Boarder, on or off the premises, are the sole responsibility of the Boarder.
- If Boarder is in default of any payments or fees under this agreement, Whispering Creek Equestrian Center shall have a lien on, including a right to detain, Boarder's horse(s) and any other personal property of Boarder on the premises. When 60 days have passed, and full payment (including any outstanding fees) has not been received, Whispering Creek Equestrian Center will reserve the right to keep or sell all of Boarder's property, including horse(s), to recover all losses and pay for all transactions resulting from such action. Said lien shall be in force as provided in Section 3052 of the Civil Code of the State of California.
- This agreement contains the entire agreement of the parties with respect to the matters covered by this agreement, and no other agreement, statement, or promise made by any party, or to any employee, guest, or agent of any party, which is not contained in this agreement shall be binding or valid.
- Any 3rd party invited on the premises by a Boarder for whatever reason shall be bound by the Rules and Policies of Whispering Creek Equestrian Center. The Boarder is bound to inform the 3rd party of the Rules and Policies of Whispering Creek Equestrian Center.
- Whispering Creek Equestrian Center is not secure enough for breeding stock. Therefore, Boarder agrees not to use Whispering Creek Equestrian Center to board breeding stock, including but not limited to stallions, brood mares, or foals.

_____	_____
Boarder Signature	Date
_____	_____
Whispering Creek Equestrian Center	Date