



Portuguese Bend Pony Club

Please print clearly:

Name of Member

Street Address

City, State, Zip

Name of Horse

Telephone Number

Cell Phone Number

Owners Name (if different)

E-mail address

BOARDING AGREEMENT

The above listed Member, and their parent if a minor, (collectively “Member”) desires to board the above referenced animal (the “Horse”) at the Portuguese Bend Pony Club facility (“Club Facility”), located at 2 W. Pomegranate Road, Rancho Palos Verdes, California. Any such boarding and facility usage shall be on the terms and conditions set forth below.

1. **Boarding** - Member may board the above referenced Horse at the Club Facility located at 2 W. Pomegranate Road, Rancho Palos Verdes, California. As long as Member shall be an active member in good standing with the Club and in compliance with this Agreement, Member is entitled to a non-exclusive license to use the Club Facility, including the use of assigned tack area, feed and storage rooms, arenas, wash racks, and turn-out rings in accordance with the Club Policies and Barn Safety Rules. For purpose of this Agreement, a Member in Good Standing is one who has a) paid all Regional and Club dues, board and fees, b) actively participates in Club activities and/or volunteers to assist with Pony Club fund raisers, instruction programs, and facility maintenance and improvements, and c) demonstrates good horsemanship, sportsmanship and respect for themselves, their mounts and others. Failure of Member to maintain Good Standing may result in suspension or termination of this Agreement.

1.1. **Stalls** – Club officials shall assign a stall to Member for their exclusive use. No Member shall move their Horse to a different stall without the prior approval of a Club official, except as provided herein. Club officials may, from time to time, reassign stalls based upon needs and compatibility of horses. Member shall be responsible for the maintenance and upkeep of their assigned stall, including the footing, piping and/or wood, roof, gate, drainage, and water trough. Member shall not alter the structure of the stall without prior approval of the DC. Member shall be responsible for making sure water is accessible to the Horse at all times, and that the water trough is cleaned regularly. Member shall notify a Club official immediately if an unsafe or hazardous condition exists with respect to the assigned stall. Should an unsafe or hazardous condition arise with respect to the assigned stall, and the condition is such that the health or welfare of the Horse may be affected, Club Member may move their Horse to an

unused/unassigned stall on a temporary basis, provided that a Club official is immediately notified of the condition and the need to move the Horse, and immediate action is taken by Member to rectify the condition and return the Horse to the assigned stall. Member shall be charged a deposit fee of \$100.00 for use of the assigned stall. Member is financially responsible for all maintenance and repairs to their stall. If a Member fails to maintain their assigned stall, or if an unsafe or hazardous condition arises with respect to a stall which is not immediately corrected by Member, the Club may elect to fix up the stall and/or repair the condition, in which case the Club shall first apply the above referenced deposit for the payment of any expenses, including labor, incurred to repair the stall, and thereafter charge Member for the balance of any costs thereof. Should all or any portion of the deposit be so used by the Club, Member shall be charged the difference to reinstate the deposit. Notwithstanding the foregoing, Club may waive a deposit fee if Member fixes up a stall prior to use. Member shall be responsible for posting and maintaining at all times on the outside of their assigned stall a 'Stall Card' listing the name of the Horse and owner as well as their vet and farrier, phone numbers in case of emergency, vital signs and feed requirements.

1.2. **Maintenance and Upkeep** – In using the Club facilities, Member shall be responsible for cleaning up after themselves and their Horse, and maintaining the feed room, tack room, shavings room, wash rack and other Club facilities in good order. Member shall be responsible for disposing of all trash in trash receptacles, and disposing of all manure in the bins provided. The Club hires workers to remove manure from the stalls every morning. Feed through fly control is provided by the Club. All Members are expected to feed their horse feed through fly control daily to further fly control efforts. The Club provides premises fly spray. All Members are expected to regularly utilize the premises fly spray provided in and around their stall to further efforts to control the flies. Member is expected to clean their assigned stalls at all times as needed. Members are expected to participate in barn "work days" throughout the year, as scheduled by Club officials or alternatively pay assessment fee.

1.3. **Feeding** – Board includes 4 flakes total of hay per day. The 4 flake total will be divided over the morning and evening feedings. Member shall place a sign on the stall notifying the feeders the type and quantity of hay to feed in the morning and evening. Member shall provide any additional hay and supplemental feeding of their Horse as and when needed, at their own expense. Any use of hay beyond the allotted 4 flakes per day shall be provided by the member at the member's expense.

Hired feeders will place hay at ground level. Member is required to make any special feeding arrangements, including filling of hay nets, directly with feeder and is responsible for financial arrangement with feeder for any such service.

2. **Fees** – The board fee covers a share of the actual expenses incurred by the Club for stabling and feeding of the horses. The amount for the boarding of the above referenced horse and use of the Club facility is \$450.00 per month. The Club reserves the right to change the fees charged at any time upon a minimum of thirty (30) days advance notice. Payments are due in advance on the first day of each month. Payments received after the tenth of the month may be assessed a \$25.00 late fee. Monthly checks shall be made payable to Portuguese Bend Pony Club and mailed to:

Krishna Van Buren
34 Cinnamon Lane
Rancho Palos Verdes, CA 90275

3. **Barn Safety Rules** – Member has read and signed a copy of the Club’s Policies and Barn Safety Rules which set forth the general rules of safety for the use of the Club’s facility. Member agrees to comply with the Club Policies, the Barn Safety Rules, exercise good horsemanship and safe practices. Member also agrees to provide regular veterinary care to Horse including vaccinations and dental care. These rules have been established for the safety of all members and mounts using the Club facility. Violating these rules may result in suspension or termination of a horse’s board agreement and/or use of the Club’s facility as set forth herein and in the Policies and Safety Rules.

4. **Care of Horse** - Member agrees to provide regular veterinary care for Horse including vaccinations, dental care and any emergency care to address illness or other exigent medical condition. Member understands that failure to provide regular or emergency medical care to Horse may result in termination of this agreement without notice under paragraph eight (8) below.

5. **Landowner Release** – All Members must have signed a liability release form releasing the Brown Family Trust, as owners of the facility, from any and all liability resulting from Member’s use of the Club facility (the “Brown Release”). No person may board or otherwise use the facility at any time without such Brown Release having been signed and delivered to the District Commissioner. The Brown Release shall be updated on an annual basis.

6. **Assumption of Risk** – Member understands that horse related activities, such as horseback riding, can result in injuries to persons and/or property. Member further understands the inherent risks of injuries or death to the Horse arising from activities such as feeding, stabling, proximity to other horses, and presence in the community environment. Club Member, and the parents of any minor Member, hereby expressly agree that they are assuming all risks of injury, illness and death to the Member and to Horse related to the boarding and riding of the Horse at the Club facility.

7. **Hold Harmless** –Member, and the parents of any minor Member, acknowledge that they have inspected the stall and facilities to be licensed, and have satisfied themselves as to the adequacy for their intended use. Member, and the parents of any minor Member, agree to indemnify and hold harmless the property owners, the US Pony Club and Portuguese Bend Pony Club, its District Commissioners, Joint District Commissioners, officers, Club Members and other licensees at the Club facility for all damages, injuries, illnesses or deaths arising out of their use of the Horse, the presence of other horses at the facility and/or the Members use of the Club facility.

8. **Termination** – The Club may terminate this agreement at any time by providing two-week notice. The Club may immediately terminate this agreement for cause(s), including but not limited to, endangering the health and/or safety of the Horse, endangering the health or safety of other horses, endangering the health and/or safety of Member or other members with no prior notice. Pro-rated refund of board money for the unexpired portion will be made to Member. Member may terminate this agreement by giving the Club thirty (30) day advance notice of

termination. In the event this Agreement is terminated by either party, the Member shall remove from the Club facility the Horse and all of their personal property either immediately or by the termination date set forth in the notice, if applicable. The Club, its commissioners, officers, or other members shall not be responsible for the Horse or any property left on the Club premises after the termination date.

9. **No Possessory Interest** – No possessory interest in any real or personal property is created by this agreement.

Signature. By signing this agreement, the Member, and the parents of minor Members, acknowledge having read and understood the foregoing, and agree to all terms as set forth herein.

Member:

Date: _____

Parent of Minor Member:

Date: _____

Approved:
Portuguese Bend Pony Club

District Commissioner

Date: _____