



Sierra Meadows Ranch
EQUINE BOARDING AGREEMENT

This Agreement is made by and between Sierra Meadows Ranch (SMR) and the Owner identified in Section 1 below (after this referred to as the "Owner") for the board of the horse/mule described in Section 2 below, according to the terms and conditions set forth herein and conditional upon timely payment of the applicable Standard Board Rate.

The owner acknowledges and understands that SMR sits on Forest Service lands, and we remind everyone it is a privilege to be here.

Standard Boarding Rates for the 2021 Boarding season:

12'x24' pipe corral no enclosure

- \$35.00/night per horse
- \$200.00/week per horse seven nights or more
- \$350.00/month per horse 30 days or more

12'x24' pipe corral partial enclosure (Legacy and Premium)

- \$45.00/night per horse
- \$225.00/week per horse seven nights or more
- \$395.00/month per horse 30 days or more
- \$350.00/month per horse with a 4-month minimum paid in advance

(All Pricing based on one horse/mule per corral)

A. Payment Terms:

Cancellation of the reservation after it is made, for any reason, will be subject to a \$35.00 processing fee. Payment in full is due upon submission of this form and reservation. The Long-Term Rate is due with reservation and will run per the dates listed herein. A credit card is required to be kept on file for any additional expenses. For all other expenses incurred, SMR will invoice and charge the cc on file.

Fees for occasional additional requested services and for services deemed necessary by SMR due to the Owner's failure to provide essential or adequate care or cleaning of the Horse will be invoiced at the end of each month, at a rate of \$25.00 per day. They shall be paid by the Owner no later than ten days after the date of the invoice.

Cancellation terms: In case of cancellation, refunds will be issued as follows:

A cancellation, for any reason, will be subject to a \$35.00 processing fee.

No refunds for cancellations made Less than 14 days before scheduled arrival:

50% refunds for Cancellations made between 14 and 27 days before the scheduled arrival.

90% refunds for cancellations made more than 28 days before the scheduled arrival.

No refunds will be given for early departures.

Please initial here: _____

*DATE YOU WILL BE ARRIVING WITH YOUR HORSE(S): _____

Mare(s): _____ Gelding(s): _____

1. Owner's Name, Address and Contact Number:

a. Full Name: _____

b. Address (Street, City and Zip): _____

c. Cell Telephone No.: _____

d. Email Address: _____

e. Emergency Contact (Name and Mobile #): _____

f. Emergency evacuation "On ranch" Buddy if different from above: _____

2. Credit Card Information:

Credit Card Type: Visa/MasterCard/Discover/Am Ex

CC # _____ CIV # _____ (3-digit code on back)

Name on card: _____ Expiration Date: _____

Billing Address: _____
Street City State Zip code

3. Services Provided by Sierra Meadows Ranch --Responsibilities: The sole services provided by SMR are (a) corral space, (b) potable water, (c) water trough or self-watering bowl and (d) feed bucket. **OWNER MUST feed, water, clean-up after and exercise his/ her animals**). Each OWNER is responsible for feeding, watering, pen cleaning, vet care, and all other customary aspects of equine care. Any third-party Ferrier, trainer, vet, etc., brought in to care for your horse/mule, must have approval. Sierra Meadows Ranch is not responsible for, or held liable for, independent contractors hired by Owner.
4. Any third-party equine care provider must have a SMR release of liability form, insurance certificate if sole proprietor, and workers compensation certificate if employees.
5. No alterations or modifications to the corrals or facilities are permitted.

Please initial here: _____

6. Status of Horse and Routine Health Care: The Owner warrants and represents that all the information stated herein is true and correct to the best of Owner's knowledge, and that the horse is in good health and condition, free from exposure to contagious or infectious disease. Sierra Meadows Ranch requires proof of up-to-date vaccinations (EEE, WEE, tetanus, EHV-1, EHV-4, {5-way}, West Nile, Strangles, flu-rhino), and requires that the Horse has been recently wormed. Horses traveling from out of the state of CA will provide proof of negative Coggins and recent Certificate of Veterinary Inspection in addition to vaccination record. Any pertinent info regarding health of the horse is set forth immediately below. The Owner agrees to immediately notify SMR in writing of any health problem, illnesses, accidents, or exposure to contagious or infectious diseases of which the Owner becomes aware and which affect the Horse.
- a. List any special **medical** conditions or requirements of the Horse:
 - b. I agree to hold Sierra Meadows Ranch harmless from any illness or injury of my horse(s). Sierra Meadows Ranch and/or The Station agree to notify owner of any illness or injury by telephoning owner upon discovery of any illness or injury. The Owner may use health care providers of its choice, if they abide by the Stable Rules while on the premises, provide proof of insurance for themselves and for anyone accompanying them, and do not disrupt the other business activities of the Stable.

Please initial here: _____

7. Emergency Services: In case an emergency evacuation is needed, (if not you) please identify your "Safety Partner" who will be responsible for the safe evacuation (trailer out) of your horses.

Name & phone # of Safety Partner:

8. SMR reserves the right, but is in no way responsible for, to provide or secure additional services for the Horse if, in management's discretion, the Horse is seriously in need of such emergency services and the Owner cannot be reached, or the Owner, after request by management, fails to provide or secure such services for the Horse. SMR will attempt to notify the Owner of any emergency situations as soon as reasonably practical. If SMR is not able to reach the Owner, or the Owner does not give SMR instructions regarding the immediate care for the Horse, SMR will attempt to secure the services of the providers specified by the Owner to care for the Horse. Owner hereby agrees that in the event the Horse requires immediate and/or emergency care and the specified provider cannot be reached or is not available, SMR has permission to otherwise secure the care necessary to guard the welfare of the Horse. All financial responsibility for care provided to the Horse shall rest and remain solely with the Owner.

Please initial here: _____

9. Training and Instruction: Unless otherwise specifically permitted by SMR in writing, the Owner may only arrange for the training of the Horse or riding instruction at the premises through SMR. SMR may also occasionally offer seminars, sessions with guest trainers or clinicians, in which the Owner may apply to participate. The Owner may not bring or invite any trainer or instructor to work with the Horse and/or the Owner at the premises without the prior express written permission of SMR. At all times while Owner is receiving training and instruction at SMR, Owner shall wear a protective riding helmet.
10. Risk of Loss and Indemnity: The Owner hereby assumes and shall bear the entire risk of loss and damage of any kind and nature, Act of God, whether caused by the active negligence of SMR, to Owner, the Horse and/or any other property of the Owner, SMR or third party, while at SMR, and to hold SMR harmless for the same. Likewise, the Owner assumes the risk of any loss or damage to the person or property of others caused either by the Horse or the actions of the Owner or the Owner's guests while at SMR and agrees to indemnify and hold SMR harmless against any claims resulting from the same, including but not limited to the costs of defending any resulting claims.

SMR shall have no liability or responsibility for the personal property of Owner, and said property is stored on the premises of SMR at the sole risk of the Owner.

Please initial here: __

11. Stable Rules and Etiquette/Dog Control: The Owner acknowledges that SMR has the right to impose rules which Owners and other visitors to SMR must follow. SMR shall post such rules in a prominent place. Owner acknowledges that she/he and any persons she/he brings to SMR's premises will conduct themselves in accordance with SMR's Rules. Sierra Meadows Ranch shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the facility or the preservation of good order on the facility. Owner agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.
 - a. Dispose all trash in the appropriate bins provided.
 - b. 5 mph speed limit
 - c. **No smoking or drinking alcohol in the Equestrian area, which lies east of Lodging/Office area**
 - d. Not permitted to be in boarding area while under the influence of alcohol or drugs
 - e. Dogs must be kept on a leash at all times. Dogs must be under the Owner's immediate control and supervision while at SMR. Dogs must not be allowed to leave the boarding area and are not permitted in the Horse Rental Area. If dogs are not kept on a leash and under control of the owner, after the second warning, SMR will ask the owner to vacate the premises with their horses and personal possessions, and the last months boarding deposit will be nonrefundable. Dog owners must clean up after their dog(s).

Please initial here: __

12. Expenses of Collection and Statutory Lien: The Owner understands and agrees that if any amount due under this agreement remains unpaid for more than thirty (30) days after the date due, SMR may:
 - a. immediately terminate this Agreement
 - b. Owner shall have the obligation of immediately removing the Horse from SMR, and (c) SMR may take legal action to collect all amounts due. The Owner hereby agrees to reimburse SMR for all expenses incurred in the collection of any amounts owed, including, but not limited to, attorney's fees and court costs incurred in the collection.
 - c. The Owner understands that if amounts due for the care of the Horse are past due, SMR has (pursuant to California Civil Code Section 3080 et seq., Livestock Service Lien) the right to place a lien on the Horse for any balance due and outstanding to SMR as well as any amounts SMR has paid to secure services on the Horse's behalf. SMR shall have the right, in accordance with the procedures set forth in the statute, to sell the Horse and apply the proceeds of the sale to the amount due to SMR from the Owner. The owner hereby waives any requirements in the Statute for a public sale of the Horse, and consents to private sale of the Horse if SMR is entitled by law to sell the Horse, and if, in the sole opinion and discretion of SMR, private sale is likely to result in as high or higher price for the Horse. If any sale pursuant to this section does not result in a price sufficient to satisfy the Owner's obligation to SMR, the Owner shall remain liable to SMR for any remaining balance. If such a sale results in an amount exceeding the amount owed to SMR by the Owner, any such excess shall be remitted to the Owner.
 - d. In the event the Owner fails to make payment in accordance with the provisions of this Agreement, neither accommodation made by SMR, nor failure by SMR to enforce its rights shall be deemed a waiver by SMR of its right to enforce any provisions under this Agreement in the future.

13. Notice: Any notice to SMR required by this Agreement will be deemed given if delivered by hand to the General Manager, Mark Deeds, or mailed to SMR at the address given in this Agreement. Any notice to the Owner, if of a general nature, shall be deemed given if given personally to the Owner, or mailed first class postage prepaid, to the Owner's address given on this agreement.
14. Law: All terms of this Agreement shall be construed in accordance with the laws of the State of California and the courts of that state shall have exclusive jurisdiction over matters arising under this Agreement. This Agreement shall be legally binding upon Owner, Owner's parents or legal guardians, Owner's heirs, legatees, attorneys, and trustees.
15. Notice of Termination:
For the Return Legacy Summer Boarders (those that have boarded at SMR for 5 years or more: This Agreement is at a month-to-month tenancy for the term of 4 months and may not be assumed by either party to create a Lease, or a right of entry onto real property, or a right to occupy real property. Either party may terminate this Agreement, for any reason or no reason at all, by giving the other party thirty days written notice thereof. If Terminated with cause, SMR will convert the Long-Term Discounted Rate to the Short-Term Boarding Rate for the days stayed of \$350.00 per month and \$35.00 per night, and the difference between the Long-Term Discounted Rate and the Short-Term Boarding Rate will be paid by the owing party.
16. Guests of Boarders:
Boarders are responsible for their guests at all times. It is the responsibility of all boarders to ensure that their guests are informed of, and abide by, the rules and regulations as set by management. **Liability Release are to be signed by all guests, regardless of whether or not they intend to participate in any form of activity connected with horses. Please be sure to have your guest sign a release immediately upon arrival.** Any person(s) that are on SMR property, in any capacity, must have a release on file. **All minors are to be accompanied by an adult when on SMR property.**
17. Assumption of Risk:
Horseback riding and other equine activities are classified as "rugged adventure recreational sporting activity." There are obvious and non-obvious inherent risks (in other words, risks that are always present) in such activity despite all safety precautions. Inherent risks include, without limitation: injury caused by bucking, biting, stumbling, rearing, trampling, scratching, falling, or butting; horses, without respect to their previous behavior and characteristics, may act or react unpredictably (such as due to instinct, fright, or lack of proper control by the rider) And such action may not be controllable even by the most experienced rider; loss of control; collision; latent or apparent defects or conditions in equipment, animals, or property; acts of other participants; adverse weather conditions; contact with plants or animals; my own physical condition, abilities, and acts or omissions; the condition of remote roads, trails, waterways, or terrain, and accidents connected with their use; first-aid, emergency treatment, or other services rendered, and delay caused by difficult or remote location.

Please initial here: _

By signing this agreement, owner is agreeing that Sierra Meadows Ranch, its members, agents, sub-contractors, affiliates, and assigns shall not be liable for any damages suffered by, or injury to, or the death of owner and/or horse resulting from the inherent risks of equine related activities. Owner assumes the inherent risks of participating in all equine related activities.

I/We, the undersigned, have read, and understand the terms of this agreement, warnings, assumption of risk and knowingly release and waive liability against Sierra Meadows Ranch, its agents, sub-contractors, affiliates, successors, and assigns. I/We further attest that all facts are true and accurate.

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Owner's Signature

Owner's Printed Name

_____Date

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Sierra Meadows Ranch

_____Date

Please scan and return by email

If returning this by mail, please send to:

Sierra Meadows Ranch
P.O Box 8327
Mammoth Lakes CA 93546

If be Fed Ex or UPS, please send to:

Sierra Meadows Ranch
1 Sherwin Creek Road
Mammoth Lakes CA 93546