



Where Your Horse Comes Home

HORSE BOARDING AGREEMENT

Little Bird Stables, LLC | 26441 Houston Trail, Laguna Hills, CA 92653 | (949) 246-3460

PLEASE READ CAREFULLY BEFORE SIGNING. *Little Bird Stables does not guarantee your safety or that of your boarded horse, but will do everything reasonable to create and maintain a safe environment.*

This Agreement is made between **Little Bird Stables, LLC**, a California limited liability company, located at 26441 Houston Trail, Laguna Hills, CA 92653 (the “**Stable**”), and the undersigned “**Owner**”, the owner of the horse described below. This Agreement is governed by the laws of the State of California.

1. Ownership

Owner warrants that Owner owns or has the right to control the horse boarded under this Agreement.

Initials: _____

2. Board Fee and Payment

In consideration of **\$800.00 per month** (plus the cost of Owner's preferred grain as an add-on), payable in advance on the first day of each month, the Stable agrees to provide a pipe corral/stall and to board the horse described below, beginning on _____, on a month-to-month basis. Longer terms are available on request.

Trial period. For new horses, a trial period of one or two months is required before any extension. A good-faith deposit of 50% (\$400.00) is due on signing and is refunded after the trial period, assuming the horse is deemed safe to remain at the Stable.

Preferred payment is electronically via Zelle (account details provided; setup assistance available). A check will suffice in some cases; returned checks incur a bank fee. A late fee of \$25 applies to payments made after the 5th of the month.

Initials: _____

3. Services Included

The board fee includes: feed (alfalfa and Timothy) unless otherwise directed; daily mucking of the stall and reasonable cleaning of the upper pasture; access to the riding arenas and 21 miles of trails throughout the Nellie Gail Ranch community; and four bags of shavings/bedding per month.

Turnout. If Owner prefers and the horse is deemed safe and respectful toward the herd, the fully fenced pasture is available for free roam, with daily turnout (generally 7–8 am) and return to the stall

in the evening (generally 5–7 pm). Hours vary with season and staffing. In rain or a high chance of rain, horses remain stalled for their safety until it is dry enough to safely resume turnout.

Medication. If a horse needs a simple medication or supplement at feeding time, Owner must communicate this to the Stable so staff can manage it properly. More serious medications or injections are the responsibility of Owner or Owner's designated veterinarian.

4. Rights of Stable for Unpaid Board and Services

The Stable has the right of lien, action, and sale set forth in California Civil Code §§3080 et seq. for amounts due for board and agreed services, and may retain the horse until the debt is paid in full. This right is in addition to any other remedy, including an action for breach of contract, account stated, or money due. If board is unpaid for 60 consecutive days, the Stable may give Owner 30 days' written notice that the horse is deemed abandoned. If Owner fails to bring the account current within those 30 days, the Stable may take possession and title and may use, relocate, sell, or give away the horse as it deems appropriate. If the Stable sells the horse, proceeds in excess of board owed, related services (including trainer, veterinary, and farrier fees), and transaction costs (such as advertising) shall be remitted to Owner.

Owner understands and agrees (signature): _____

5. Description of Horse

Name: _____ Age: _____ Sex: _____ Height: _____

Breed: _____ Registration number (if any): _____

Color / markings: _____

Other identifying features: _____

6. Standard of Care

The Stable and Owner agree to work together to provide normal and reasonable care to maintain the health and well-being of the horse. The Stable provides an outdoor pipe stall and connected indoor box stall, an area for storage of Owner's horse food, tack, and reasonable equipment, and access to facilities such as the wash rack, pasture, and corral.

Sloped terrain. Some parts of the pasture and stable are on a steep slope. The Stable maintains the highest safety standards reasonably possible; for free-roaming horses, Owner acknowledges the differing grades of the hillsides.

Owner is responsible for shoeing (if mutually agreed), worming, vaccinations, veterinary care, grooming, additional shavings, and other customary care of the horse.

Required release. Owner, and Owner's guests, representatives, riders, handlers, and all others on the premises in connection with Owner's horse, will each sign the Stable's **Release of Liability, Assumption of Risk and Hold-Harmless Agreement** and abide by the Rules of the Stable and the rules of the Nellie Gail Ranch Owners Association.

Gates. For the safety of all horses, gates are to be shut and latched at all times, regardless of how long a person stays or where the horses are. Careless handling of gates may warrant a conversation, fees, or termination of this Agreement.

Helmets. An ASTM/SEI-approved equestrian helmet is required for any rider under 18 and is strongly recommended for all riders.

Initials: _____

7. Emergency Care

If emergency treatment is needed, the Stable will attempt to contact Owner or Owner's designated agent. If neither can be reached, the Stable is authorized to secure emergency veterinary care, and Owner is responsible for all related costs. The Stable is authorized as Owner's agent to arrange billing to Owner. In an earthquake, fire, or other natural disaster, the Stable will do everything in its power to move horses to a safe location and to communicate with Owners (including emergency use of a horse trailer).

Designated agent / second emergency contact (name, phone, email):

Owner's regular veterinarian (name, phone, email): _____

If Owner carries mortality or medical insurance on the horse, Owner will inform the Stable and provide the information needed to notify the insurer if Owner or Owner's agent cannot be reached.

Horse insurance information: _____

Owner understands and agrees (signature): _____

8. Risk of Loss and Owner's Insurance

While the horse is boarded at the Stable, the Stable shall not be liable for any injury, sickness, death, or theft suffered by the horse, or for any other cause of action arising from or connected to the presence or boarding of the horse, except to the extent caused by the Stable's gross negligence or willful misconduct. **Owner is responsible for maintaining Owner's own mortality, major-medical, and personal-property insurance on the horse and its equipment; Owner should not assume that any coverage the Stable may carry protects Owner's interests.** Owner assumes all such risks and agrees to hold the Stable harmless from any loss or injury to or caused by the horse.

Owner understands and agrees (signature): _____

9. Assumption of Risk and Release

Owner understands that California has not enacted an equine activity liability statute, and that equine activities are inherently dangerous. Owner knowingly assumes all risks inherent in equine activities — including the propensity of a horse to buck, bite, bolt, kick, rear, spook, strike, throw a rider, fall, or step on a person; a horse's unpredictable reactions; hazards of surface and sloped ground conditions; and collisions — and releases the Stable from all claims arising from those inherent risks and from the Stable's ordinary negligence, to the fullest extent permitted by law.

Civil Code §1542 waiver. Owner waives California Civil Code section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Owner intends this release to cover unknown and unsuspected claims.

Owner understands and agrees (signature): _____

10. Removal or Restraint of a Dangerous Horse

The Stable may require Owner to remove the horse, immediately or within 48 hours, if the Stable determines with good cause that the horse is a hazard to itself, other horses, persons, or property and presents risks greater than those usually acceptable. Such horses — including those that attack other horses or humans, engage in violent or self-destructive behavior, or are diagnosed with a highly contagious condition — may be moved to a safer place at Owner's expense if Owner fails to act after notice or is unavailable. Alternatively, the Stable may require the horse to be isolated, tranquilized, or restrained at Owner's expense, and may take any steps reasonably necessary to protect persons, horses, or property from harm, attempting to notify Owner as soon as possible.

Owner understands and agrees (signature): _____

11. Designated Agent (Trainer)

Owner authorizes the Stable to accept instructions from _____ in lieu of Owner regarding the care of the horse, including feed, services, veterinary or emergency care, and shoeing. Owner may revoke this authorization at any time by written notice to the Stable.

12. Rules

Owner, riders, handlers, and all guests agree to read, sign, and abide by the Rules posted by the Stable and any other rules, notices, or warnings posted by the Stable or the Nellie Gail Ranch Owners Association.

Dogs. Owners wishing to bring a dog must clear it with the Stable first (to confirm the horses are comfortable). If approved, dogs are welcome but must be leashed at all times, and their safety is not the Stable's responsibility.

Cleanliness. Owners agree to clean up after themselves and their horses in common areas, which helps manage flies and pests.

Feeding. Owners who customize feeding may fill and store measured grain bags in the designated metal cans for their horse. If bags are not filled or run out, staff will feed one scoop of the designated grain until more bags are available.

Pest control. Reasonable fly and pest management is ongoing; the Stable uses no poison or treatment toxic to horses, dogs, people, or other creatures, and Owners agree not to place any such toxins near the Stable.

Staff. The Stable works with multiple staff members responsible for feeding, cleaning, and care. They are to be treated with respect at all times. Please route specific requests through the Stable rather than directing staff individually.

13. Termination

Either party may terminate this Agreement on thirty (30) days' written notice to the other. Owner may not assign this Agreement unless the Stable agrees in writing.

14. Waiver

The waiver of any notice, condition, or provision of this Agreement by either party is not a waiver of any other notice, condition, or provision, or of the same provision in any other Owner's board contract.

15. Security Cameras

Owner acknowledges the presence of six security cameras (all in plain view) at the stable, and that Owner will be given access to view their horse via a ring camera while the horse is in the stall.

Owner understands and agrees (signature): _____

IT IS SO AGREED.

OWNER

Signature / Date

Printed name

Address

Phone(s) / Email

LITTLE BIRD STABLES, LLC

By (signature) / Date

Name / Title: _____, Managing Member

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Not legal advice. Have a licensed California attorney review before relying on this Agreement.