

Crystal Falls Association Horse Boarding Application & Contract

Application Process:

Before any consideration is given for the permission of a member at Crystal Falls Association to board their horse (s), you must comply with all requirements as outlined below. Once these requirements have been completed and submitted to Crystal Falls Association (Office), the decision of acceptance or rejection will be determined by the Crystal Falls Association Board of Directors. Crystal Falls has the right to refuse any application without giving reasons for rejection.

Crystal Falls Association will refuse any contract submitted that doesn't meet requirements listed below

1. Complete the following sections
 - a. Horse Boarding Application Form
 - b. Boarding Agreement (with signatures)
 - c. Barn Rules (initial where requested)
2. Current Coggins test (if required by law)
3. Current worming and immunization record.
4. Upon arrival, horse will be examined for indications of past injuries or scars, behavior, and general appearance of health.
5. Payment of all fees as outlined
6. Current Picture of horse (s)
 - d. Front View and Side View
7. Obtain Start Date if approved by (Crystal Falls Assoc. Board)
8. Setup review date with Crystal Falls Wrangler

Horse Boarding Application Form

Owner's Name _____
Homeowner _____
Non-member _____
Lot # _____ Horse Board Account Number _____
Address _____
Phone Numbers: Home _____
Work _____
Horse's Name: _____
Veterinarian: Name _____
Telephone _____

I consent to emergency veterinary treatment of my horse in my absence up to \$
_____ for such treatment. I will be notified as soon as possible of any necessary
treatment.

Farrier: Name _____
Telephone _____

Vaccination record Provided	Yes	No	Key Deposit Paid	Yes	No
Tack Room Key Issued	Yes	No			
Boarding Contract Signed	Yes	No			
Release Signed	Yes	No			

Special Instruction For Horse's Care:

Check Number: _____ Total Fees Paid _____

Owner's Signature Date

CF Office Signature Date

Establish Start Date _____ Horse Removed Date _____

Board Selection:

Paddock only _____ Paddock with Stall & Number _____
Herd with Stall & Number _____ Herd _____ Other _____

The Crystal Falls Association
21725 Crystal Falls Dr
Sonora, California 95370
Office (209) 533-4877
Barn (209) 532-2218

Boarding Agreement

This AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, hereinafter called "owner" and Crystal Falls Assoc.

Crystal Falls Assoc. agrees to accept owner's horse (s) as described:

Name (Breed/Reg. #)	Age	Color	Sex
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It is the plan and intention of the owner to board only, the above noted horse (s). For and in consideration of the agreements hereinafter set forth, the owner and Crystal Falls Assoc. mutually agree as follows:

1. Acceptance of Animal:

- a. The above noted horse (s) shall be free from infectious, contagious or transmissible disease. As evidence thereof, the following are required:

Current Coggins Test ____: (if required by law) worming and immunization record _____. Crystal Falls Assoc. reserves the right to refuse the horse (s) within twenty (20) days of arrival if not in proper health.

- b. Crystal Falls Assoc. reserves the right to notify the owner within twenty (20) days if Horse (s), in Crystal Falls stables, in Managers opinion, is deemed dangerous or un-desirable for boarding/handling. In such case, owner is responsible for removing horse (s) within two (2) days and for all fees incurred during the horse (s) stay. After all fees have been paid, this contract is concluded.

- 2. Owners Responsibility:** Owner is obligated to notify Manager of any or all vices, behavior and/or attitude problems on the ground, including stall vices. Owner is liable for any deliberate misrepresentation of said horse (s) and liable for any resulting damages or injuries.

3. **Ranch Liability:** Owner agrees that Crystal Falls Assoc. and its agents or employees are not liable for the death, sickness, accidents and/or accidents including consequential damages caused to the horse (s), except if caused by the willful and wanton negligence of the Manager/employee. In addition, owner agrees to hold Crystal Falls Assoc. completely harmless and not liable for any injury whatsoever caused to the owner, and/or any loss or damage to any personal property. In the event of shutting down the stable, Manager will give owner thirty (30) days notice to remove the horse (s), and Manager will be held harmless.

4. **Examination:** A full examination of said horse (s) will be performed in the presence of the owner at the time of delivery to determine any current wounds, illnesses, scars, etc. And the findings will be noted:

5. **Vices and/or Problems (known):**

c. Owner: _____

d. Manager (observed during first 20 days)

6. **Board and care:** Owner shall pay Crystal Falls Assoc. for boarding services as described below:

_____ Private paddock

_____ Stall

_____ Group pasture

_____ Cleaning per stall

_____ Deposit tack room key

- a. Fees are subject to increase within a 30 day notification.
- b. Stalls must be cleaned 3 times a week minimum. If neglected, wrangler will clean without notification at cleaning charge plus bedding.
- c. Lost tack room keys will be replaced at the cost of \$5.00 per key.
- d. Owner agrees at their cost to annual horse (s) shot's (4 way + Rhino, West Nile, Strangles and Rabies)
- e. CFA personnel will provide water and food morning and evening on a regular schedule. CFA will provide a customary amount of feed for each horse, if the boarder feels that additional or different feed is required, it shall be provided by owner or the extra feed paid for. Horses are fed hay. Grain and supplements are not provided. Hay and feed may not be removed without prior notification.
- f. Shavings or bedding are not provided.
- g. CFA personnel do not give medication.

7. Barn and Stable Area Rules:

I agree to the following rules and regulations of Crystal Falls Assoc. for my own and others safety:

1. Procedures.

- a. The Crystal Falls Board of Directors is the final authority of the stables and horse boarding. The Board has the right to set and enforce policies at the stables.
- b. The wranglers work for and are subject to the direction of the Board, not the boarders. Any issues regarding the operation of the stables or horse boarding must be forwarded to the Board for consideration or action.
- c. The wranglers are employees of the Board and work at the direction of the Board. Any complaints or suggestions about the work of employees are to be Forwarded to the Board.
- d. Any harassment or rudeness to an employee, a Board member or visitor to the Barn by a boarder may lead to termination of the Horse boarding contract.
- e. The CFA stables and barn are part of the common property of the Association. Homeowners will be visiting the area. If you do not want your horse touched or have any special directions regarding visitors, please note it on your contract.
- f. No dogs allowed in the barn or stables area.
- g. Any item Boarders keep on CFA property will be clearly marked with the Boarder's identification.
- h. No riding on Saturday or Sunday mornings during our riding program, Memorial Day through Labor Day.

2. Riding Area.

- a. ALL beginning riders and minors will be required to ride with safety helmet at ALL times. Anyone whatever the level of expertise and/or skill, wishing to ride without a safety helmet will do so at their own risk having been verbally advised not to do so.
INITIAL_____
- b. ALL trails available on and around Crystal Falls are to be considered unmaintained trails to be used at the discretion of the rider and/or parent of minor at their own risk. Riders will refrain from riding in any area not designated for riding, INITIAL_____

3. Barn Rules

- a. Riding with unsafe equipment that interferes with the control of your horse is prohibited.
- b. No unauthorized people in tack room, barn, and/or corrals.

- c. Hours are 6 A.M. to 9 P.M. except upon prior approval by the Stable Manager, Board of Directors and Office Manager.
- d. Keep barn clutter-free to keep insurance cost and fire hazards down.
NO SMOKING IN BARN AREA INSIDE OR OUT.
- e. Children of boarders under the age of 18 may not bring guests to the barn without supervision of parents or CFA personnel.
- f. Children of boarders under the age of 14 must be accompanied by and under the supervision of parents .INITIAL_____

4. Tack Room

- a. All new horse owners of the Crystal Falls stable will receive one key, (any lost keys will be charges \$5.00 extra.) This key opens the tack room and main corral. A \$5.00 deposit is required.
- b. You will be assigned a saddle rack. You will be assigned a locker for you to bring your own lock and key be brought for brushes and other small equipment. The Association assumes no liability for items missing from the tack room.
INITIAL_____

5. Liabilities

- a. Owners can insure their horses through home owner's policy.
- b. Home renters can insure their horses through home renter's policy.
- c. Crystal Falls Homeowners Association is not responsible for lost, damages, or stolen property or injury to private horses.
INITIAL_____

8. Authority to Obtain Veterinary and Farrier Care: Owner hereby authorizes manager to obtain any and all necessary emergency veterinary and emergency farrier care to maintain said animal (s) in good health, and furthermore agrees to pay all such veterinary services, in full, on a timely basis. All other non-emergency care shall first be approved by the owner unless otherwise authorized hereunder. Owner requests a veterinary cost ceiling of \$_____ in cases he/she cannot be easily consulted at time of emergency.

Vet _____ Farrier _____

Owner also authorizes Manager to use discretion in picking a backup vet/farrier if the above noted vet/farrier is not available on a timely basis.

9. Contract Fees:

- e. Home owner upon execution of this contract, the homeowner shall be up to date with quarterly dues paid.
- f. Contract fees: Upon execution of this contract, the boarder shall pay forthwith to manager the sum of \$_____ (1st month's board), and \$100.00 security deposit. Upon late payment or non-payment of boarding charges, Manager may apply said security deposit to any and all expenses and charges incurred. In addition, in the event of late payment or non-payment, Manager may have recourse to remedies as set forth in paragraph ten (10) below.

Upon the conclusion or cancellation of this contract, Crystal Falls Association shall refund to owner any unexpended portion of the security deposit within fifteen (15) days thereafter.

10. Late Charges / Livestock Lien: All charges shall be payable on or before the 10th of the month and any payment not received by the 20th of said month by Crystal Falls Assoc. shall:

- a. Incur interest at a rate of 1.5% per month, 10% pr annum.
- b. Be subject to an additional handling charge in the sum of \$10.00.
- g. Entitles Crystal Falls Homeowners Assoc. to a lien against the horse (s) and or property for the amount due under Civil Code Section 3080 and following, permitting Crystal Falls Homeowners Assoc. to sell the horse (s) and /or pursue any and all other remedies provided by law including those listed under Civil Code Section 3080.02.
- h. Payments past due by thirty (30) days or more may result in the owner's horse (s) being impounded by order of the Crystal Falls Assoc. Board of Directors until account is paid in full.

11. Waiver of Notice: If owner fails to pay or is late in paying charges as set forth in Paragraph 10 above, owner hereby waives notice and services under Civil Code Section 3080.03 et seq., of the summons, complaint, application, affidavits, notice of application and hearing thereon, and any other documents with regard to such Livestock Lien, except as can reasonably and be given by mail or by personal service within Tuolumne Country. If owner expects or demands such notice and/or service of said documents, owner is required to keep Crystal Falls Assoc. apprised of owners current and correct address at all times.

12. Insurance and Indemnification:

- a. Insurance: Crystal Falls Homeowners Assoc. agrees to maintain sufficient liability insurance as dictated by the normal industry practices. Any insurance to protect said horse (s) must be carried by the owner for his protection. Accepted value of horse (s) per owner/manager is \$_____
- b. Indemnity: Except as covered by insurance provided, owner agrees to indemnify and hold Crystal Falls Assoc. harmless from all liability or claims.

13. Terms and Termination of Agreement: The terms of this agreement shall be on a month-to-month basis, terminating on demand with a 5 day notice to Crystal Falls Assoc. Office Manager, and a final accounting thereto based on a daily prorated basis shall be prepared by the manager of Crystal Falls Assoc. Any amounts due shall be paid by owner in full prior to the release of said horse (s). Pursuant to the livestock lien laws of Civil Code Sections 3080, et seq. No horse (s) will be released until all charges due are paid in full.

14. Law:

- a. This contract is non-assignable and non-transferable.
- b. This agreement shall be binding upon the assigns, heirs, executors and administrators of the respective parties.
- c. In the event that either party must take legal action to enforce this contract, the prevailing party shall be entitled to necessary court costs and reasonable attorney's fees.
- d. This contract represents the entire agreement between the parties. No other agreements or promises are a part of this agreement unless specifically stated in writing herein and approved by Board of Directors and Office Manager
- e. This agreement shall be interpreted and construed in accordance with the laws of the State of California, with jurisdiction and venue in Tuolumne Country, California.

I HEREBY DECLARE THAT I HAVE READ, FULLY UNDERSTAND AND AGREE WITH THE TERMS AND BINDING NATURE OF THE ABOVE CONTRACT.

Dated: _____ Owner: _____

Address: _____

Phone # (h) _____ (w) _____

Manager/Crystal Falls Agent _____

Signature _____ Date _____

MINORS MUST HAVE THE FOLLOWING LIABILITY SIGNED BY THEIR PARENT OR LEGAL GUARDIAN (S)

We the undersigned parent (s) of _____ for an in consideration of our child's participation in horseback riding and activities, state that we have read the waiver, release and hold harmless written above and we expressly agree that the terms and conditions of said waiver, release and hold harmless shall apply to and be binding upon us and our minor child insofar as it pertains to his/her participation and to any injury or damage said minor child or his/her horse may sustain or cause as a result of said participation. We further warrant we have health and accident insurance on said minor.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20____, at Sonora, Tuolumne Country, State of California.

Mother _____ Father _____

Address _____

Telephone _____ Lot # _____

Signature _____ Date _____

