

HORSE BOARDING AGREEMENT

THIS HORSE BOARDING AGREEMENT is made and entered into on the _____ (day) of _____ (month), 20____ by and between Gibson Ranch ("Gibson Ranch") and the person(s) named in the Client and Horse Information portion of this document ("Client").

SERVICES; DISCLAIMERS; VACATING STALL; EMERGENCY CARE; WORKERS

Services and Disclaimers

So long as Client performs Client's duties under this Agreement, Gibson Ranch shall provide the facilities and services described in Exhibit A ("Services") for the horse(s) identified in Schedule A attached to and incorporated in this Agreement ("Horse") at Gibson Ranch's stable and riding facilities at 9655 Wentworth Street,, Sunland, CA 91040 ("Facility").

Except for feeding the Horse as part of the Services, Gibson Ranch shall not be responsible for any care of the Horse, including but not limited to, grooming, exercise, health, or safety of the Horse. Gibson Ranch shall not have any liability of any kind or nature whatsoever related in any manner whatsoever to any illness, disease, injury, lameness, disability, theft, loss, or death of the Horse from any cause, condition, or circumstance, including (without limitation) any other horse or person present at the Facility, participation of the Horse or any other horse or person in any activity at the Facility, or any negligence of Gibson Ranch, any of the Gibson Ranch Parties, or any other person or entity, nor shall Gibson Ranch or any of the Gibson Ranch Parties have any liability of any kind or nature whatsoever for theft or loss of or damage to personal property, including (without limitation) tack, trailers, other equipment, or any personal property anywhere at the Facility or in any vehicle at the Facility from any cause whatsoever, including (without limitation) the negligence of Gibson Ranch or any of the Gibson Ranch Parties (all the foregoing collectively, "Losses") none of which is covered by Gibson Ranch's insurance and for all of which Client shall carry insurance. Client shall be solely responsible for performing or providing for the care, grooming, exercise, health, and safety of the Horse and for maintaining the insurance coverage required by this Agreement to cover any injury to or loss of the Horse or any of Client's personal property present at the Facility from any cause.

Vacating the Stall

If Client vacates the stall where the Horse is boarded (the "Stall") without giving Gibson Ranch at least 30 days prior written notice of same, Client remains liable for payment of Fees for a period of no less than 30 days from the date Gibson Ranch receives notice that the Stall has been vacated. If the Stall is unoccupied for longer than 14 consecutive days without prior notice to Gibson Ranch it will be treated as vacated and Client shall not have any right to return the Horse to it.

Emergency Care

Should Gibson Ranch become aware of the need for emergency veterinary or farrier treatment of the Horse, Gibson Ranch shall attempt to contact the Horse's Trainer or Client using the contact information provided by Client on Schedule 1, as updated by Client in writing. If Gibson Ranch does not receive a response within 1 hour, or sooner if circumstances require, from either the Horse's Trainer, or Client, Client authorizes Gibson Ranch to obtain emergency veterinary or farrier care for the Horse as recommended by the Doctor of Veterinary Medicine or farrier Gibson Ranch selects (respectively, the "Vet" and the "Farrier"), including (without limitation) (a) emergency minor surgery that can be performed at the Facility, unless Client has previously delivered to Gibson Ranch written notice that Client directs Gibson Ranch not to permit any surgery on the Horse and accepts the risk of the Horse's permanent injury or death if surgery is not performed, and/or (b) euthanizing the Horse if the Vet advises

Gibson Ranch that surgery is not appropriate and there is no alternative to euthanizing Horse. Gibson Ranch may choose to defer euthanizing Horse until it can obtain authorization from the Horse's Trainer or from the Client, without incurring liability of any kind to Client for either choice. Gibson Ranch will not authorize performance of any surgery that requires transport of the horse to a veterinary hospital or any other location and Client assumes the risk that Gibson Ranch will not be able to contact the Horse's Trainer or Client to obtain the necessary authorization. Client shall pay the Vet or Farrier directly and shall indemnify Gibson Ranch from any liability for the Horse's care or euthanization as described in this Section.

Workers

Should Client ask any person who works at the Facility (a "Worker") to perform any services for Client, those services shall be performed only after the Worker's hours of work at the Facility for that day have been otherwise completed. Gibson Ranch shall have no responsibility whatsoever for the work performed by the Worker at Client's request. Client shall be solely responsible for compliance with all statutes, laws, rules, and regulations applicable to the Worker during the time the Worker performs services for Client and for any loss, cost, claims, liability, or expense caused by or related in any way to the Worker's performance of that work. Client shall indemnify, defend with counsel acceptable to Gibson Ranch and hold Gibson Ranch and its managers, members, agents, employees, or representatives (collectively "Gibson Ranch Parties") harmless from and against any and all claims of any kind or nature made against Gibson Ranch or any of the Gibson Ranch Parties arising out of or related in any manner to the work the Worker performs for Client.

DURATION

This Agreement shall commence on the date set forth above and shall continue until terminated by either party by delivering written notice of termination to the other no less than 30 days prior to the termination date, unless sooner terminated as provided in this Section. If at any time Gibson Ranch determines that the Horse has caused any injury to any person, any other horse, or any property or that the Horse is or poses a potential for danger to any person, other horses, or property or for good cause Gibson Ranch may terminate this Agreement and require Client to remove the Horse from the Facility within 48 hours after Gibson Ranch delivers written notice. Gibson Ranch retains the right to amend and/or replace this Agreement on no less than 30 days prior notice.

PAYMENT; SECURITY DEPOSIT; LATE CHARGES

Payment and Security Deposit

On or before the tenth day of each calendar month during the term of this Agreement, Client shall deliver to Gibson Ranch at the Facility or another location designated in writing by Gibson Ranch, in advance, in lawful money of the United States, without offset or deduction, the monthly and/or other fees set forth in the latest Fee Schedule delivered to Client by Gibson Ranch (the "Fee Schedule"). **Note that Gibson Ranch may change any and all fees and prices by delivering an updated Fee Schedule to Client on no less than 30 days' notice of amendment.** Concurrently with Client's execution of this Agreement, Client shall deliver to Gibson Ranch advance payment of the first month's fee and a security deposit equal to one month's fee. Gibson Ranch may use the security deposit to pay any sums owed to Gibson Ranch at any time on account of this Agreement or the presence of the Horse at the Facility and Client shall replenish the security deposit within five days after receipt of notice from Gibson Ranch. Gibson Ranch shall not be a fiduciary of the security deposit, may commingle it with Gibson Ranch's other funds, and shall not pay Client any interest on it. If all sums payable pursuant to this Agreement or on account of the Horse's presence at the Facility are paid, Gibson Ranch shall return any unused security deposit to Client within 30 days after the expiration or termination of this Agreement.

Acceptable methods of payment of Gibson Ranch fees are by Cash, Check, or Zelle bank transfer.

Late Charges

Acceptance of a payment less than the amount then due or when Client is in default shall not be a waiver of Gibson Ranch's right to payment of the balance regardless of any legend on the payment instrument. If any payment is not received as and when due, Client shall pay Gibson Ranch a late charge equal to 10% of the amount due, but no less than \$10, which shall be due and payable the day after the due date of any late payment. If payment is not received in a timely manner when due, a further Late Fee shall be assessed every ten days after the first past due date, at the rate of 10% per ten day period, until all fees are paid in full.

If any check, draft, or other payment instrument from Client is dishonored for any reason Client shall pay Gibson Ranch all charges imposed by Gibson Ranch's bank and a \$50 collection fee in addition to the late charge provided in this Section. Gibson Ranch may then require all future payments be made by wire transfer, credit or debit card, or cashier's check. Payments shall be applied first to accrued late charges and attorney's fees, second to accrued interest, then to current sums due, and any remaining amount to any other outstanding charges or costs.

OWNERSHIP; HORSE(S)'S HEALTH

Client represents and warrants to Gibson Ranch that:

1. Client owns the Horse and has full authority to enter into and perform this Agreement;
2. The Horse is in good health and condition, free of any diseases, disorders, illnesses, or infirmities;
3. The Horse has received and will continue to receive all necessary shoeing or trimming and deworming and all appropriate vaccinations, including (without limitation) for tetanus and sleeping sickness, and Client shall, if requested by Gibson Ranch, deliver proof of vaccination prior to or concurrently with the Horse's arrival at the Facility and then each year when vaccinations are administered;
4. If the Horse has been outside the State of California, Client has had a Coggins test administered and the results were negative; if the Horse is subsequently taken outside the State of California Client will have a Coggins test administered to the Horse and immediately remove the Horse from the Facility if the results of the Coggins test are positive.

LIABILITY RELEASE; INDEMNITY; GRANT OF PUBLICITY RIGHT

Client's Specific Liability Acknowledgements:

1. The Facility is occupied by other horses that are not owned by or under Gibson Ranch's control.
2. Horses are by nature dangerous animals whose behavior is unpredictable and not subject to control by Gibson Ranch or even by the horse's owner or trainer, and being around or on horses is an inherently dangerous activity.
3. All equine activities (including just being in the presence of horses) are inherently dangerous and that danger cannot be eliminated.
4. All persons entering the Facility assume all risk of being on the Facility grounds and Client is solely responsible for insuring against the loss or death of the Horse, injury to or death of Client's guests, invitees, and service providers (collectively, "Client's Invitees"), or damage to or loss of any personal property belonging to Client or Client's Invitees from any cause.

Client's Assumption of Risk, Release, and Waiver.

As a material part of the consideration received by Gibson Ranch for this Agreement, Client:

1. Assumes all risk of being or having Client's Invitees at the Facility.
2. Accepts sole responsibility for providing for the health and safety of the Horse and for maintaining the insurance coverage required by this Agreement to cover any death or injury to or loss of any horse, Client, or Client's Invitees or damage to or loss of any personal property belonging to Client or any of Client's Invitees from any cause.

Client's Indemnification of Gibson Ranch

As a material part of the consideration received by Gibson Ranch for this Agreement, Client shall indemnify, defend, and hold harmless Gibson Ranch and the Gibson Ranch Parties and their respective successors from any and all loss, claims, costs, liability, duties, obligations, actions, causes of action, or expenses of any kind or nature whatsoever (including, without limitation, actual attorneys' fees) of any kind or nature whatsoever arising out of or related in any manner whatsoever to the Horse, Client's use of the Facility, the presence of any horse at the Facility, or the presence at the Facility of Client or any other person (including, without limitation, Client's Invitees) or any personal property belonging to Client or Client's Invitees.

Client's Insurance; Gibson Ranch Additional Insured

Client represents and warrants that Client has and will maintain in full force and effect throughout the term of this Agreement primary liability insurance with a liability limit of no less than \$1,000,000 insuring against any Losses or any loss or damage caused by or to or related to the Horse and insurance on the life of the Horse with a liability limit no less than the Horse's value, all of which shall name Gibson Ranch as an Additional Insured and contain waivers of subrogation in favor of Gibson Ranch. Concurrently with Client's execution of this Agreement and no less than 30 days prior to the expiration of any coverage, Client shall deliver to Gibson Ranch a certificate or certificates of insurance evidencing the coverage required by this Agreement.

Grant of Publicity Right.

Client consents to Gibson Ranch's making of photographs, videos, and other electronic reproductions (collectively, "Images") of Client while using any part of Facility and to Gibson Ranch's use of those for advertising, promotion, and other commercial purposes, including (without limitation) on social media, on its website, and otherwise on the internet. Client transfers, assigns, and grants to Gibson Ranch sole and exclusive ownership of all right, title, and interest in all Images and all copyrights and other intellectual property rights in them in any jurisdiction throughout the universe in perpetuity.

RULES AND REGULATIONS; PROTOCOLS

Client shall abide by and shall cause Client's Invitees to abide by all Facility rules and regulations and all biosecurity and other protocols and policies from time to time posted at the Facility or delivered to Client by Gibson Ranch by any means.

DEFAULT AND TERMINATION

Gibson Ranch may terminate this Agreement immediately if Client fails to pay any sum due under this Agreement as and when due, fails to obtain and maintain any insurance required by this Agreement, or fails to comply with any rule, regulation, protocol, or policy as required by this Agreement. Gibson

Ranch may terminate this Agreement if Client fails to perform any obligation under this Agreement not described by the preceding sentence and does not cure that failure within seven days after delivery of written notice. Upon termination, Client shall immediately remove the Horse from the Facility and pay all sums due to Gibson Ranch through the date of termination and Gibson Ranch may retain any fees paid that are applicable to any period after the termination without waiving the right to recover for any other loss or damages it incurs.

LITIGATION; COLLECTION AND TERMINATION COSTS: LIEN

Attorneys' Fees

Should any action, or proceeding be brought to enforce rights pursuant to any portion of this Agreement (a "Proceeding"), the prevailing party shall be entitled to recover all costs and attorney's fees incurred in connection with that Proceeding (including, without limitation, expert witness fees and all fees and costs incurred in connection with any appeal) as costs of suit (and not as damages).

Lien

Gibson Ranch shall have all lien rights provided by California law for all sums due it for the Services and may, without process of law, retain the Horse and Client's personal property until the indebtedness is discharged. Gibson Ranch's assertion of the lien shall not require Gibson Ranch to continue to provide any of the Services. If Gibson Ranch exercises its lien right, this Agreement shall constitute a Bill of Sale from Client to Gibson Ranch and Client's authorization to Gibson Ranch to initiate a transfer application for any breed registration for the Horse upon affidavit by Gibson Ranch's representative setting forth the material facts of the default and foreclosure as well as Gibson Ranch's compliance with the foreclosure procedure provided by law.

NOTICES

Addresses

All notices and demands required or permitted to be given pursuant to this Agreement shall be given in writing and personally delivered or sent by facsimile transmission, email, overnight courier service, or United States registered or certified mail, postage prepaid, addressed as follows:

To Gibson Ranch:
Gibson Ranch
19360 Rinaldi Street, Unit 711
Porter Ranch, CA 91326

To Client:

The physical address, facsimile number, or electronic mail address set forth in the Client and Horse Information portion of this document below.

The notice information set forth in this Section may be changed by giving notice in writing (via regular mail, by hand to Gibson Ranch management, or by email) of that change as soon as practicable by Gibson Ranch or Client.

CONSTRUCTIVE RECEIPT

Notice shall be deemed to have been received upon delivery as to communications that are personally delivered or sent by overnight courier service, upon facsimile or electronic mail transmission if transmitted

any business day before 5:00 p.m. local time at the place of receipt, or on the next business day if transmitted after 5:00 p.m. local time, and upon the earlier of actual receipt or three mail delivery days after deposit in any United States mail post office box in the state to which the notice is addressed or five mail delivery days after deposit in any United States mail post office box other than in the state to which the notice is addressed, postage prepaid and addressed as set forth in this Section.

MISCELLANEOUS

Successors and Assigns

This Agreement shall apply to, be binding upon, inure to the benefit of, and be enforceable by the respective personal representatives, successors in interest, heirs, and assigns of Gibson Ranch and Client, provided that any successor to Client shall have been approved by Gibson Ranch and personally execute a copy of this Agreement.

Severability and/or Modification

If any term, covenant, or condition of this Agreement or the application of it to any person, entity, or circumstance is held invalid or unenforceable to any extent by a final decision of a court of competent jurisdiction, after all appeal rights have been exhausted or have expired, that term, covenant, or condition shall be deemed amended to the extent and for purposes of that application so as to render it enforceable to the fullest extent permitted by law. The remainder of this Agreement, or the application of that term, covenant, or condition to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable shall not be affected and shall be valid and enforced to the fullest extent permitted by law. Except as otherwise provided in this Section, no amendment to or modification of this Agreement shall be effective unless set forth in a writing signed by Gibson Ranch and Client.

Entire Agreement

This Agreement is intended to be a final expression of the agreement between Gibson Ranch and Client regarding boarding of the Horse at the Facility; its terms may not be contradicted by evidence of any prior or contemporaneous agreements. Gibson Ranch and Client further intend this Agreement to be a complete and exclusive statement of the terms of their agreement regarding the boarding of the Horse at and use of the Facility; no extrinsic evidence other than the related agreements to which reference is made in this Agreement may be used to interpret, explain, or supplement this Agreement.

Headings

The headings in this Agreement are for convenience only and shall have no effect on its interpretation.

Waiver

No waiver by either party of any of its rights pursuant to this Agreement shall be effective unless set forth in a writing delivered to the other party. No course of dealing, delay in exercising any right, power, or remedy, acceptance of payments, late charges, or performance from a party when that party is in default, or enforcement of any remedy shall operate as a waiver or otherwise prejudice a party's rights, powers, or remedies pursuant to this Agreement.

Remedies Cumulative

All rights and remedies of the parties pursuant to this Agreement shall be cumulative and none shall exclude any other right or remedy given by this Agreement or applicable law. The exercise by a party of any right or remedy provided by this Agreement or by applicable law shall not prejudice, exclude, or waive that party's right to avail itself of any other right or remedy provided by this Agreement or by applicable law and shall not act as or be deemed an election of remedies.

Governing Law

The laws of the State of California and the County of Los Angeles, other than its law or conflicts of law, shall govern validity, construction, performance, and enforcement of this Agreement.

IN WITNESS WHEREOF, Gibson Ranch has caused this Agreement to be executed by its duly authorized agent and Client has executed this Agreement, all as of the date written above on the first page of this contract..

GIBSON RANCH

Signature _____

Printed Name & Title _____

CLIENT

Signature _____

Printed Name (Title, if any) _____

Entity Name, if any _____

CLIENT AND HORSE INFORMATION

Client's Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Telephone (1): _____

Telephone (2): _____

Telephone (3): _____

Email address: _____

Horse #1

Name: _____

Breed: _____

Gender: _____

Age: _____

Color/Markings: _____

Horse #2

Name: _____

Breed: _____

Gender: _____

Age: _____

Color/Markings: _____

Horse #3

Name: _____

Breed: _____

Gender: _____

Age: _____

Color/Markings: _____

Horse Insurance Information

Is Horse #1 insured? _____ Yes _____ No

Insurance Company: _____

Policy Number: _____

Telephone Number: _____

Is Horse #2 insured? _____ Yes _____ No

Insurance Company: _____

Policy Number: _____

Telephone Number: _____

Is Horse #3 insured? _____ Yes _____ No

Insurance Company: _____

Policy Number: _____

Telephone Number: _____

Client's Veterinarian

Name: _____

Telephone: _____

Email Address: _____

Client's Farrier

Name: _____

Telephone: _____

Email Address: _____