



**FRANKLIN CANYON STABLES**  
 180 DUTRA ROAD, MARTINEZ, CA.94553-9608  
 OFFICE 925-228-1801 FAX 925-228-7022

Date \_\_\_\_\_  
 Tenant \_\_\_\_\_  
 Name \_\_\_\_\_ Social Security #: \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone Home \_\_\_\_\_ Work \_\_\_\_\_  
 Cell \_\_\_\_\_ Fax \_\_\_\_\_  
 Pager \_\_\_\_\_ E-Mail \_\_\_\_\_  
 Emergency Contact \_\_\_\_\_  
 Phone #'s \_\_\_\_\_  
 Veterinarian \_\_\_\_\_ Phone \_\_\_\_\_  
 Farrier \_\_\_\_\_ Phone \_\_\_\_\_  
 Your Birthday Month and Date Only \_\_\_\_\_  
 Horses Name \_\_\_\_\_

**HORSE BOARDING AGREEMENT**

1. (Mr.,Mrs.,Ms.) \_\_\_\_\_ agrees to pay the landlords for the use of Stall(s)# \_\_\_\_\_ and the property known as Franklin Canyon Stables, located at 180 Dutra Road, Martinez, Ca. 94553-9608. Mailing Address: P.O. Box 1455, Martinez, CA 94553 ,in the sum of \$ \_\_\_\_\_ per horse, per month for \_\_\_\_\_ horse(s) subject to the following conditions:

**FEEES**

1. In consideration of \$ \_\_\_\_\_ per horse per month paid by Tenant in advance on the **FIRST DAY OF EACH MONTH**, the stable agrees to board said horse beginning \_\_\_\_\_.
2. A late charge of \$35.00 will be assessed on the 5<sup>th</sup> of each month.
3. A charge of \$35.00 will be assessed on all returned checks.
4. In consideration of \$ \_\_\_\_\_ per Trailer per month paid by tenants.

### RISK OF LOSS

1. While this horse(s) is boarded at Stable, Stable shall not be liable for any sickness, disease, theft, death or injury suffered by the horse(s) or any other cause of action arising from or connected to the boarding of this horse(s). All risks are assumed by the Tenant. The Tenant agrees to hold Stable harmless from any loss or injury to said horse(s). All costs no matter how catastrophic connected with the boarding are borne by Tenant.

### RULES

1. All riders and handlers must wear protective gear at all times.
2. All children must be supervised by a parent or adult at all times.
3. **NO DOGS ALLOWED ON PREMEISES (NO EXCEPTIONS FOR HORSE BOARDERS)**
4. Any fixture you decide to put in stall or on the premises unless otherwise specified with owners is to stay on premises when and if you vacate. Please initial:

### EMERGENCY CARE

1. If medical treatment is needed, Stable will attempt calling Tenant, but, in the event Tenant is not reached, Stable has the authority to secure emergency veterinary and/or blacksmith care. Tenant is responsible to pay all costs relating to this care. Stable is authorized by Tenant as Tenants agent to arrange billing to Tenant for costs of emergency care.

### SHOEING, WORIMING AND SHOTS

1. Tenant agrees to implement a shoeing, worming and shot program consistent with recognized standards.

### TERMINATION

1. The landlord reserves the right to make changes in this agreement or to terminate this agreement after 30 days written notice, with or without cause for any reason.
2. Termination of this agreement by Tenant shall require 30 days written notice to landlord. A charge prorated by 30 days divided into monthly rent per day, per horse will be assessed for each additional day past that given as the final notice.
3. There will be a \$250.00 penalty for moving without a 30 day written notice.
4. Non-payment of boarding bill shall terminate this agreement immediately upon option of the landlord, who shall be authorized to take all steps necessary to obtain payments due, including all rights of lien.

### RIGHT OF LIEN

Stable has the right of lien as set forth in the law of the State of Californis for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

### INDEMNITY

1. It is fully understood that should Tenant or any person(s) authorized or permitted by Tenant who uses said properties contracted for as set forth herein and harms or injures anyone else, including another person(s) or their animal(s), they Tenant and/or Tenant's person(s) so

authorized and permitted to use said properties shall indemnify, hold harmless and pay to Franklin Canyon Stables and/or its owners Vincent Romeo the full amount of any loss incurred by them, including but not limited to costs and expenses incurred to defend any lawsuit which is attributable to said persons, including attorney' fees and payment of any claim or allegation, wherein injury or harm is alleged.

#### AGREEMENT AND RELEASE OF LIABILITY

1. I HEREBY ACKNOWLEDGE that I have voluntarily applied to participate in equestrian activities at the premises of Franklin Canyon Stables.
2. I AM AWARE THAT HORSEBACK RIDING AND OTHER EQUESTRIAN ACTIVITIES ARE HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH. PLEASE INITIAL: \_\_\_\_\_
3. AS LAWFUL CONSIDERATION for being permitted by Franklin Canyon Stables to participate in these activities and use their facilities, I hereby agree that I, my heirs, distributees, guardians, legal representatives and assigns will not make a claim against, sue, attach the property of, or prosecute Franklin Canyon Stables, Vincent Romeo for injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent, contractor, guest or patron of Franklin Canyon Stables as a result of my participation in equestrian activities. In addition I hereby release and discharge Franklin Canyon Stables, Vincent Romeo from all actions, claims or demands I, my heirs, distributees, guardians, legal representatives, or assigns now have or may hereafter have for injury or damage resulting from my participation in equestrian activities.
4. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND FRANKLIN CANYON STABLES, VINCENT ROMEO AND SIGN IT OF MY OWN FREE WILL.
5. The parties have enacted this agreement this \_\_\_\_\_ day of \_\_\_\_\_.

If you plan to have anyone else other than yourself riding or handling your horse(s), HAVE them read, understand and execute an Agreement of Release of Liability.

Tenant

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Parent or Guardian if under 18 fully understanding the Contract and its contents for minor

Stable

Signed \_\_\_\_\_

Landlords - Vincent Romeo

P.O. Box 1455, Martinez, Ca. 94553-9608