

RDP BOARDING AGREEMENT

Definition of Terms

The term "Boarder" shall herein refer to the owner, part-owner, or lessee of the animal(s) which are contracted to be boarded under this Agreement. The terms "Horse" "Equine" and "Animal" shall herein refer to all equine species, and also to the specific animals to which this agreement refers. The terms "Board" and "Boarding" shall herein refer to the provision for compensation of daily routine husbandry, food and physical space for animals. The term "Rider" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. Hereinafter, "RDP" refers to Rancho del Paso de Chapala; and includes the agents, employees, representatives, contractors, and volunteers of the same as well as the premises associates with, or owned by, the same.

Agreement

This agreement is made on the _____ day of _____, 20____, between RDP and

(sometimes hereinafter referred to as "Boarder"), the owner of the horse(s) described in the Horse Information section below, for board and care of said horse, pursuant to the terms and conditions as set forth herein and conditional upon timely payment of the applicable board rate.

Boarder Contact Information

Name: _____

Address: _____

Home Number: _____ Other riders names: _____

Cell Phone: _____ Email: _____

Date horse is expected to arrive at Rancho del Paso: _____

Horse's Information

Registered Name: _____

Barn Name: _____

Breed: _____

Color: _____ Sex: ____ Age: _____

Markings: _____

Height: _____ Brand: _____

New horse . First month charges

1 month deposit	4700
Deposit for the gate clicker	800
First month's board	4700
Chia and linaza supplement if desired	300

	10500

Fees & Services

STALL BOARD is available at a rate of **4800 pesos** a month. Stall board includes: A dedicated 12'x12' stall with attached private 12' x 22' paddock, Daily stall cleaning, Fresh Water available at all times, Small Group Turn-Out on a limited basis, Mixed feed/grano, solvado and Grass Hay 2x Day, 3 times per year worming.

Board fees are payable in advance on the first day of the month. A minimum of one month's notice must be given if leaving RDP. No multiple horse discounts are available. **ADDITIONAL SERVICES:** Numerous "A la Carte" Services are available through RDP. The most common services and fees are listed in detail on the RDP Stable Rules. Any items not specifically listed in the Stable Rules as included in boarding fees, will be considered to be outside the scope of those fees.

New Boarder Deposits

- Clients will be issued an RDP gate clicker upon payment of a 800 peso deposit, to cover replacement cost.
- New clients must pay their first month's board, plus a deposit equal to one month's board. Plus, 200 pesos/day for

any partial month's board. Board payments are due and payable on the first day of each month.

Deposits, a signed contract and first month's boarding fees are due before the horse(s) may enter RDP.

The clicker deposit will be returned once the clicker is returned; if a clicker is lost for any reason then its deposit will be used to pay for a new clicker; and the boarder will have to provide a new deposit for the replacement clicker.

If a boarder has provided 30 days written notice that they wish to leave AND if any other monies owed to RDP have been paid, then the deposit may be used for the last month's board. Note that no ancillary or "extra" services will be available during that last month, unless the boarder has either pre-paid for them, or left money on deposit to cover extra services. Any damage done to the stables by horse or boarder in that last month will be invoiced immediately. The boarder's horse will not be permitted to leave the stable until all accounts have been settled and the boarder has a zero balance with Rancho del Paso.

Hours of Operation

The stables and parking area are accessible through the north gate, which says "Rancho del Paso". The RDP gate should be kept closed at all times; the gate is not automatic—it needs to be opened AND closed, both coming and going from the Rancho using the clicker provided. Clients should use the gate clicker to open and close the gate. The barn, arena, tack room and other facilities are open 7 days a week, and a stable manager or worker will be available, from 8 am – 6:00 pm, Monday to Friday; and on Saturday and Sunday mornings. Please respect the privacy of the owners, whose house is adjacent to the riding arena.

Terms

Payment of the Board Rate is due on the 1st day of each month in advance of the services being rendered. BOARDER acknowledges and understands that BOARDER'S ability to keep their horse on the RDP Equestrian Center premises is a privilege and not a right. BOARDER agrees to make timely payment of the Board Rate in advance without notice from RDP. If not paid in full by the 10th day of the month, a 10% surcharge will be added to the bill. If these charges are still not paid by the 20th of the month, the horse will have to leave RDP, and the owner's deposit will be forfeit. Ongoing and regular extra services rendered, including any services deemed necessary by RDP for the welfare of the horse(s), shall be invoiced at the end of the month. Payment for these services shall be due the 1st day of the next month.

Boarding fees for the month shall be prorated per day to begin on the date horse(s) arrive at RDP. If an increase in the board rate and/or additional services is warranted a 30 day notice will be given. Payment is in cash or bank transfer, in Mexican pesos. Payments should be given to the barn manager.

Right of Lien and Seizure

RDP has the right of lien for the amount due for board and additional services and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

In the event BOARDER is more than 60 days in arrears in payment of bill, RDP has the right without process of law, to seize boarded horse(s) as settlement, and offer them for sale. In this event, BOARDER agrees to sign over all registration papers and titles of seized horse(s) to RDP without compensation other than settlement of indebtedness.

Status of Horse Health and Routine Care

Upon entering the RDP premises each horse to be boarded is guaranteed by its owner to be free from transmittable diseases, current on worming and current on immunizations.

WORMING: RDP has an established worming program which all horses must participate in at RDP'S expense. This worming program is designed to promote the health and well-being of all horses under the care of RDP. Horses will be paste wormed on a regular basis. The only exceptions to this program include horses on a daily wormer provided by the BOARDER. **FARRIER:** Contact information for local farriers can be provided if needed. BOARDER must notify RDP if they wish their horse held for a farrier. BOARDER is solely responsible for all farrier scheduling and costs.

Vet and Farrier care

Each owner is responsible for scheduling and arranging for vet or farrier care for their horse(s). You must be the one who communicates with the vet and the farrier, and must be at the stables when the vet or farrier is treating your horse.

As a courtesy, RDP's owners will advise boarders of the dates when a farrier is coming to trim their own horses; advise them if you want the farrier's services at that time, and what services your horse(s) will require; the cost of the farrier's work will then be added to your monthly bill.

Emergency Care

In the event of Emergency, RDP reserves the right to provide or secure additional services for the horse(s) if, in management's discretion, the Horse(s) is seriously in need of such emergency services and the BOARDER cannot be reached, or the BOARDER after request by management, fails to provide or secure such services for the Horse(s). RDP shall first attempt to notify BOARDER of any emergency situations as soon as reasonably practical. If the state of the Horse(s) health requires immediate action, RDP is hereby authorized to provide or request such services of a veterinarian of RDP's choice or to give any other services that appear necessary. If RDP is not able to reach BOARDER, or the BOARDER does not give RDP instructions regarding the immediate care of the Horse(s), RDP will attempt to secure the services of the providers specified by the BOARDER to care for the Horse. BOARDER 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 RDP has the permission to otherwise secure the care necessary to guard the welfare of the Horse(s). All financial responsibility for care provided to the Horse(s) shall rest and remain solely with the BOARDER, and agrees to hold RDP harmless from any costs of such care.

Stable Rules

BOARDER acknowledges receipt of a copy of the "RDP Stable Rules and Pricing", that s/he has read and understands them, and agrees that s/he and any persons s/he brings to RDP premises will conduct themselves in accordance with the RDP rules.

_____Initial Here

Liability Waiver

BOARDER acknowledges that activities undertaken at RDP are at their own risk, and RDP can not be held liable for any injuries or damage which occurs while BOARDER is on the RDP premises. BOARDER also agrees that any persons s/he brings to RDP will likewise not incur any RDP Liability.

_____Initial Here

Damage to Property

Any repairs needed from damages to property by horse(s) deemed by RDP to be excessive shall be the responsibility of the BOARDER. This includes, but is not limited to, damage to stalls, automatic waterers, fencing, feeders, gates, doors, etc. The costs of repairing such damages will be billed to the BOARDER of said horse.

Acceptance of Responsibility

BOARDER acknowledges that: BOARDER has inspected premises and/or has in some other way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for BOARDER'S horse(s), and BOARDER, BOARDER'S family members, and invitee(s) who enter the premises. BOARDER is responsible for any and all damages, injuries, loss of life caused by or to the horse(s) while in the care, custody or control of the BOARDER, BOARDER'S family members, and invitee(s) or other handler or agent appointed by them.

Visitor Permission to Handle Horses

In the event someone other than the BOARDER has been given permission by the BOARDER to ride their horse, such activity must be under the supervision of the BOARDER. BOARDER agrees that anyone riding or handling their horse(s) will agree to RDP's liability release and will follow facility rules.

Indemnity

BOARDER agrees to hold RDP harmless and indemnify from any claim caused by said horse(s) and agrees to pay all costs, including but not limited to attorneys' fees incurred by RDP in defense of a claim resulting from damage by said horse(s).

Risk of Loss/Hold Harmless

RDP shall have no liability or responsibility for the personal property of the BOARDER and said property is stored on the premises of RDP at the sole risk of the BOARDER. Personal property includes, but is not limited to, horse(s), tack, equipment, trailer(s), automobiles etc.

The BOARDER hereby assumes and shall bear the entire risk of loss and damage of any kinds and nature, whether or not caused by the active negligence of RDP, to BOARDER, the Horse(s) and/or any other property of the BOARDER, RDP, or third party, while at RDP, and to hold RDP harmless for the same. Likewise, the BOARDER assumes the risk of any loss or damage to the person or property of others caused either by the Horse(s) or the actions of the BOARDER or the BOARDER'S agents or guests, while at RDP.

During the time that the horse(s) is in the custody of RDP, RDP shall not be liable for any sickness, disease, stray, theft, injury or death which may be suffered by the horse(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s). This includes, but is not limited to, any personal injury or disability the horse(s) may receive while on the RDP premises.

Termination

Either party may terminate this Agreement, for any reason, or no reason at all, by giving the other party 30 days written notice thereof. RDP reserves the right to give less than 30 days written notice when the health and/or safety of others is at risk, or boarder has not met their financial obligations, or if the boarder must be asked to leave due to bad behavior, as specified in the Barn Rules. RDP is entitled to retain possession of said horse(s) until all amounts due RDP are paid in full. RDP reserves the right to immediately terminate this agreement in the event that a horse or horse/rider combination is deemed dangerous.

Notice/Construction/Non-Assignment

Any notice to RDP required by this Agreement will be deemed given if delivered to RDP Management in hand, or emailed to RDP at rdplakechapala@hotmail.com. Any notice to the BOARDER, if of a general nature, shall be deemed given when posted in the RDP Equestrian Center Office, and if to the BOARDER specifically, when delivered to the BOARDER'S hand, or emailed to the BOARDER'S last known email address. All terms of this Agreement shall be construed in accordance with the laws of the State of Jalisco and the court of that state shall have exclusive jurisdiction over matters arising under this Agreement. This Agreement shall be legally binding upon BOARDER, BOARDER'S legal heirs, legatees, attorneys and trustees. The BOARDER cannot assign this agreement.

I/We, the undersigned, have read, and do understand the terms of this agreement, warnings, and assumptions of risk and knowingly release and waive liability against RDP. I/We further attest that all facts are true and accurate.

Signature of Boarder: _____ Date: _____

RDP Agent: _____ Date: _____