

Friends of Westwind, Inc.
Horse Boarding Agreement - 2006
For Stall, Feeding Pasture, and Byrne Pasture Boarders

Name of Boarder _____ Name of Horse _____
Boarder's Home Phone () _____ Business Phone () _____
Car/Cellular Phone () _____ Pager () _____
Emergency Contact if you are injured/sick:
_____ Phone () _____
Emergency Contact in your absence if horse is injured/sick:
_____ Phone () _____
Name of horse owner¹ _____ Phone () _____
Owner Address _____ City² _____ State _____ Zip _____
Name of Agent _____ Phone () _____
Breed _____ Age _____ Sex _____ Color _____ Height _____ Papered _____
Estimated Value \$ _____ Is horse insured? _____ Authorization Phone _____
Veterinarian _____ Phone _____
Farrier _____ Phone _____ S
Special Instructions _____

*******It is your responsibility to make sure that the information is updated as needed.*******

Friends of Westwind (hereinafter Westwind) agrees to:

1. Keep the horse in a stall or pasture described as follows: _____.
2. Provide feed, water, and care for the horse in accordance with standard practice.
3. Notify the Boarder, Owner and/or Agent at the above phone numbers if the horse becomes ill or injured. If neither the Boarder nor Agent can be informed or does not answer the notice, or the horse's health requires immediate action, Westwind has the right to use its best judgment regarding measures to be taken for the welfare and health of the horse.

If the Boarder or owner/agent designated above cannot be reached, the Boarder authorizes Westwind to incur veterinary expenses not to exceed \$ _____.

Westwind and Boarder mutually agree:

1. Westwind accepts no responsibility for the health or condition of said horse or for any injury caused while said horse is on or off Westwind property.
2. This Boarding Agreement, the Release of Liability, and the Membership Agreement constitute the entire agreement between the parties. There are no other agreements between the parties.
3. Priority for boarding is given to residents of Los Altos Hills. Waiting lists are maintained for all areas. All boarders are limited to two horses, only one of which can be in Byrne Pasture. See the Byrne Pasture Policy for more information.

I have read the Westwind Rules and Regulations and agree to abide by them.

_____ Print name of Boarder (or Guardian if under 18 years)	_____ Signature of Boarder (or Guardian if under 18 years)	_____ Date
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_____ Print name of Owner (if different from Boarder)	_____ Signature of Owner	_____ Date
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_____ Print name of Barn Manager	_____ Signature of Barn Manager	_____ Date
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Please list the names of the Westwind boarders, facility users, and approved instructors permitted to ride your horse on the back of the signature (first) page. Keep the last two pages for your reference.

¹ A notarized bill of sale is required if more than one owner is claimed.

² Los Altos Hills residents must provide a PG&E or tax bill to demonstrate residency.

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The Boarder agrees to:

1. Pay in advance all boarding charges in accordance with the current rate sheet. New boarders pay a security deposit of \$100, \$50 of which is refunded when you provide 30 days notice of your intention to leave. Pay your board on the first of the month. If you do not pay before the tenth, you are responsible for an additional \$25.00 late fee. If your check bounces, you are responsible for a \$25.00 returned check fee, plus the late fee if clearance occurs after the tenth. A \$25.00 fee is payable each time any check does not clear the bank. If you do not pay by the 28th of the month, you may be subject to loss of membership. In addition, Westwind may exercise the Stableman's Lien, which allows for "seizure and sale" of the horse(s) to cover the debt owed to Westwind, (See Section 3080 of the California Civil Code.) Westwind shall have, and is hereby granted, a lien for any and all unpaid boarding and other charges resulting from boarding of said horse. No horse shall be allowed to be removed from the stable unless the bill is paid in full.

Westwind may exercise its lien rights and, ten days after written notice to the Owner at the address above, may dispose of said horse for the unpaid charges at private or public sale and the Owner waives all other legal notice. In the event the sale does not secure a price sufficient to pay costs and charges, the Owner shall be liable for the difference. Any sum realized over and above costs and charges shall belong to the Owner.

2. Maintain a minimum of \$50,000 liability insurance for personal and property damage caused by your horse. Proof of this coverage is required before bringing your horse to the facility. Westwind, its directors, or employees shall not be liable for any damage that may accrue from any cause or as a result of fire, theft, running away, state of health, injury to horse, person, or property.

3. Respect the authority of the Barn Manager.

4. Abide by the Westwind rules and regulations, policies, and guidelines.

5. Abide by Westwind's instructor policy, which among other things, states that only approved instructors can teach at Westwind.

6. Provide care and exercise for the horse, including all arrangements for the periodic shoeing or trimming of the horse's feet, all at the expense of the Boarder. Provide verification that your horse is current on all vaccinations that Westwind requires; see Vaccination Policy. Keep current all immunizations, worming, and teeth checks.

A boarder whose horse cribs is required to manage the cribbing with spray and/or cribbing collars as indicated by the severity of the cribbing, to be determined by the barn manager. If the cribbing is unmanageable, the boarder may be asked to remove the horse.

7. If your horse is injured or becomes ill, arrange for proper care of the horse and see that it receives proper medical attention. Pay all medical fees incurred. Westwind shall have no liability therefor. Westwind has limited rehabilitation facilities; if rehab requires special accommodations or takes more than one month, owner may be asked to move the horse temporarily to a stable with more suitable facilities.

If your horse dies, arrange for proper and prompt disposal.

8. Visit and exercise your horse at least once a week. Notify the barn manager who is responsible for your horse when you are away on vacation or business and leave a contact number.

9. The turn-out paddocks, like the stalls, are assigned initially on an as-available basis; notify the Barn Manager if you would like to be considered for a different stall or paddock when one

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becomes available. If possible, one flat paddock is temporarily set aside for a horse recovering from a persistent lameness; the horse will be returned to its assigned paddock when recovered.

If your horse is turned out, clean the paddock and water tub at least once a week except when wet weather makes paddock cleaning impractical. If you board your horse in the Feeding Pasture, you are required to participate in cooperative tasks, most importantly, weekly cleaning of the water troughs and removing manure from the most accessible areas.

10. Notify the Barn Manager if the horse will be absent from the property for one or more nights. Barn Manager will obtain Boarder approval before allowing any horse to occupy the space. During the first month, a holding fee of 50% of the current monthly boarding fee will be charged to retain the stall or pasture space. During the second month, a holding fee of 75% of the current monthly boarding fee will be charged to retain the space. Subsequent months will be charged at 100% of the current monthly boarding fee to retain the space. You may not hold a space for more than six months in any 12 month period.

Stall and feeding pasture boarders can arrange with the Barn Manager to sublet their space for two to six months. It is the sole right and responsibility of the Manager to locate a sublessee. If none is found, you are required to pay the 'holding' fee or forfeit the space. The Manager may ask you to remove your tack, trunk, and grain bins during your absence.

11. Report breakage or damage immediately to the Barn Manager. You are responsible for the cost of time and materials to repair damage / breakage beyond normal wear and tear. Repeated damage may result in a request to vacate.

12. Submit all construction/installation requests to Barn Manager. You may not make any physical changes to your stall or paddock without prior approval. All improvements become property of Westwind.

Except for the winter holiday period, stall decorations are limited to name plates and message signs.

13. The tack rooms are for tack only (one saddle rack and bridle hook per horse), not for storage. One tack box/trunk is allowed per horse. Keep supplies in your tack trunk. Storing seasonal and rarely used supplies at home helps make space available for others.

Stall boarders are allowed to use the space in front of their stall for tack trunks. Trunk size should not exceed 38" high, 48" wide, and 24" deep (front to back). Smaller sizes are preferred. Pasture boarders are allowed to keep a tack box in the barn as space permits.

14. Grain is stored in rectangular trash cans with lids. Brown is the preferred color. Your name must be on each bin. Do not store grain sacks in the barn. No more than two grain bins per horse are allowed. When possible, grain bins are stored on the walls away from the stalls.

15. Notify the Barn Manager in writing if anyone else is permitted to ride or handle your horse. Keep the list current.

16. Notify the Barn Manager in writing in advance if someone else is going to call for your horse and trailer it away when you are not present.

17. Take the annual Westwind Emergency Preparedness Tour by June 30 (or within 30 days of membership initiation). If you fail to take the tour, you may be assessed a \$25.00 penalty each month until you complete the tour.

18. Notify the Barn Manager if you wish to park a trailer at Westwind. Parking is limited and costs \$50 per month.