

STABLING AGREEMENT

This STABLING AGREEMENT (the "Agreement"), entered into on _____, 20__ (the "Effective Date") is made by and between RDLA, Inc., a California corporation, doing business as Rancho De Los Amigos (hereinafter referred to as "RDLA"), with address at 12350 Cull Canyon Road, Castro Valley, California 94552, and _____, with address at _____ (hereinafter referred to singly or collectively as the "Owner"). RDLA and Owner are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. RDLA is the owner of an equestrian stabling business (the "Business"), located on a tract of land with improvements and surrounding acreage at 12350 Cull Canyon Road, Castro Valley, California 94552 (the "Property").
- B. Owner is the owner of that the following horses (singly or collectively the "Horse"):
- (1) Horse named _____, of the following breed: _____
and further described as: _____ ;
- (2) Horse named _____, of the following breed: _____
and further described as: _____ ;
- (3) Horse named _____, of the following breed: _____
and further described as: _____ ;
- C. Owner desires to store, house, board and/or stable the Horse with the Business on the Property.
- D. RDLA desires to store, house, board and/or stable the Horse with the Business on the Property.
- E. The Parties warrant that they each have the authority and right to enter into this Agreement.
- F. The "Recitals" are hereby incorporated into the Agreement and made a part hereof.

In consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Stabling Fees; Late Fees; Deposit.

a. Stabling Fees. Owner shall pay the sum of \$ _____ per month (the "Stabling Fee"), to RDLA for RDLA's services in storing, housing, boarding and/or stabling the Horse. The Stabling Fee shall be paid by Owner in advance, on the first day of each month, on a month to month basis. Partial months shall be paid on a pro-rata basis based on the numbers of days boarded in a standard thirty (30) day month.

b. Late Fees. In the event that the Stabling Fee is paid between the sixth (6th) and fifteenth (15th) day of the current month due, the Stabling Fee for that month shall be subject to a late fee of \$25.00 (the "Initial Late Fee"). In the event that the Stabling Fee is paid after the sixteenth (16th) day of the current month due, the Stabling Fee for that month shall be subject to an additional late fee (over and above the Initial Late Fee) of \$35.00 (the "Additional Late Fee") (The Initial Late Fee, the Additional Late Fee and any other fees related to the delinquent payment of any and all sums due under this Agreement shall be collectively referred to as the "Late Fees").

c. Deposit. Owner, upon execution of this Agreement agrees to, and shall deposit with RDLA, the sum of \$ _____ as a security deposit ("Deposit"). The Deposit shall be held by RDLA as security for the faithful performance by the Owner of all provisions of this Agreement. If the Owner fails to pay the Stabling Fee, the Late Fees or other sums due under this Agreement, or defaults with respect to any provision of this Agreement, RDLA may use, apply or retain all or any portion of the Deposit for the payment of the Stabling Fee, the Late Fees or other sums owed or in default, for the payment of any other sums to which RDLA may become obligated because of the Owner's default, or to compensate RDLA for any loss or damage that RDLA may suffer as a consequence of the Owner's actions. If RDLA uses or applies the Deposit, the Owner shall, within ten (10) days after demand, deposit cash with RDLA in an amount sufficient to restore the Deposit to the full amount required under this Agreement, and the Owner's failure to do so constitutes a material breach of this Agreement. RDLA shall not be required to keep the Deposit separate from RDLA's general accounts. If the Owner performs all of the Owner's obligations under this Agreement, the Deposit or the amount not applied by RDLA shall be returned, without interest, to the Owner upon the termination of this Agreement and vacating by Owner. No trust relationship is created between RDLA and the Owner with respect to the Deposit.

2. Representation of Owner Regarding the Status of the Horse; Notification Requirements; Medical Conditions.

a. Ownership of the Horse; Condition of the Horse. The Owner represents that the Owner is the sole Owner of the Horse and that there are no liens or mortgages against the Horse, that all of the information stated herein is true and correct to the best of the Owner's knowledge, and that the Horse is in good health and condition and is free from exposure to contagious or infectious diseases, other than those set forth herein. In addition, The Owner warrants that he/she/it will, if requested by RDLA, provide a negative Coggins test.

b. Notification. The Owner agrees to notify RDLA immediately, in writing, of any health problems, illnesses, accidents or exposure to contagious or infectious diseases of which the Owner becomes aware and which may affect the Horse.

c. Medical Conditions. The Horse has the following special medical conditions and/or requirements:

<u>Name of Horse:</u>	<u>Special Medical Conditions</u>
_____	_____
_____	_____
_____	_____

3. Required Vaccinations; Other Regular Care.

a. Required Vaccinations. The Owner covenants and agrees to provide the Horse with the following vaccinations, at the stated frequencies, all of which are required by RDLA (the "Required Vaccines"):

- i. Four (4)-way and rhino vaccine three (3) to four (4) times per year;
- ii. _____; and
- iii. _____.

The Owner shall provide documentation by a licensed veterinarian that the Horse has had the Required Vaccines within the aforementioned required time periods prior to the delivery of the Horse to RDLA. While the Horse is at RDLA, the Owner shall arrange for a licensed veterinarian to provide the Required Vaccines to the Horse at the Owner's sole responsibility and expense at a time that is permitted by RDLA.

b. Other Regular Care. It shall be the Owner's responsibility to arrange for regular veterinary, dental and farrier care for the Horse. The Owner may use the health care providers of his/her/its choice. However, said providers shall submit provide proof of insurance to RDLA for any and all providers, their employees and/or agents tendering services on the Property.

4. Routine Care Obligations of RDLA. RDLA represents, warrants and agrees that it shall provide the Horse with normal and reasonable care, as determined at the sole discretion of RDLA, in maintaining the health and well being of the Horse. RDLA shall be responsible for the following:

a. Feed. RDLA shall provide Grass/Alfalfa mix/or Alfalfa to the Horse two (2) times per day. Any additional amounts of feed, vitamins or additional supplements may be provided, subject to additional charges.

b. Water. Fresh water shall be provided at all times.

c. Stall Maintenance. The Horse's respective stall shall be cleaned once daily and bedding shall be provided as deemed necessary by RDLA. The Owner may request additional bedding as needed, but said requests shall be provided to RDLA and shall be made in writing. Furthermore, the Owner shall be required to pay additional charges, in an amount to be determined by RDLA, for any and all additional bedding.

d. No Further Obligations. RDLA is not responsible for providing any services in addition to those expressly referenced in this Paragraph 4.

5. **Equipment Supply Obligations of the Owner.** The Owner shall furnish to RDLA, prior to the delivery of the Horse to RDLA, all blankets, halters, saddles, lead rope and any other equipment reasonably used in connection with the Horse, subject to approval by RDLA. RDLA shall not be responsible for the theft, loss, damage, or disappearance of any tack or equipment or other property stored at RDLA as the same is stored at the sole risk of the Owner. RDLA shall have no liability or responsibility for the personal property of Owner.

6. **Shoeing.** The Owner agrees to provide the necessary shoeing of the Horse as is reasonably necessary, at the Owner's expense, and provide proof of the same if requested by RDLA.

7. **Worming.** The Owner agrees to have the Horse wormed on a regular schedule as is reasonably necessary, at the Owner's expense, and provide proof of the same if requested by RDLA.

8. **Representations by the Owner.** The Owner hereby makes the following representations, warranties and covenants to and with RDLA, which representations, warranties and covenants are a material inducement to RDLA to enter into this Agreement:

a. Condition of the Facilities. The Owner represents that he/she/it understands and acknowledges that he/she/it has inspected all of the facilities and finds the same to be safe and in proper working order for those services referenced herein.

b. No Insurance by RDLA. The Owner represents that he/she/it understands and acknowledges that RDLA is not expected to carry any insurance on any horse(s) not owned by it for boarding, stabling or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding, stabling, or storing of the Horse, or for any other reason connected to the Horse on the premises of RDLA, are to be borne by the Owner.

c. Complete Disclosure by Owner of Dangerous Propensities of the Horse. The Owner represents that the following is a complete list of any and all hazardous or dangerous propensities of the Horse that are either known or were knowable by the Owner prior to the

Effective Date and that no other such conditions are known or could reasonably be known by the Owner:

<u>Name of Horse:</u>	<u>Dangerous Propensities</u>
_____	_____
_____	_____
_____	_____

9. **Rules and Regulations.** The Owner agrees to abide by all of the rules and regulations of RDLA in full force and effect as of the Effective Date, as may be modified, amended or changed by RDLA from time to time.

10. **Emergency Care.** RDLA agrees to attempt to contact the Owner, at the following emergency telephone number (_____), should RDLA reasonably determine that medical treatment is needed for the Horse; provided however, that in the event RDLA is unable to so contact the Owner within a reasonable time, which time shall be judged and determined solely by RDLA, RDLA is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by RDLA, as RDLA determines is required for the health and well-being of the Horse. RDLA shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless RDLA is instructed herein or on the Owner's information sheets, that the Horse is not a surgical candidate. Any and all costs, expenses and/or fees, of any kind, in any way relating to such care secured shall be the sole responsibility of the Owner and in the event that RDLA cannot arrange for the direct billing by said care provider to the Owner, such costs, expenses and/or fees reimbursable to RDLA shall be due and payable to RDLA within fifteen (15) days from the date that the Owner receives notice thereof.

11. **Risk of Loss.** The Owner hereby assumes and shall bear the entire risk of loss and/or damage of any kind and nature--whether or not caused by the active or passive negligence of RDLA-- to Owner, the Horse and/or any other property of the Owner, RDLA or third party, while the Horse is at RDLA or on the Property, and to hold RDLA harmless for the same. Likewise, the Owner assumes the risk of any loss or damage to the person or property of others caused either by the Horse or the actions of the Owner or the Owner's guests while the Horse is at RDLA or on the Property.

12. **Duty to Indemnify; Duty to Defend.**

a. **Duty to Indemnify.** To the fullest extent permitted by law, the Owner (the "Indemnitor") shall defend, indemnify, protect and hold harmless RDLA and any other person or entity designated by RDLA, and the officers, directors, shareholders, members, partners, representatives, agents, attorneys, contractors, and employees of each of them (referred to herein

each as an “Indemnitee,” and collectively as the “Indemnitees”), from and against any and all claims, demands, causes of action, proceedings damages, liabilities, losses, attorneys’ fees, costs and expenses (collectively referred to as “Claims”), arising out of or relating in any way to any action or inaction on the part of Indemnitor with respect to this Agreement, the Horse and/or the boarding, training and/or stabling of the Horse at the Property, regardless of whether or not such claims are caused, or were caused, in part by an Indemnitee. This indemnity shall cover Indemnitees if Indemnitees are made a party or are threatened to be made a party to any threatened, pending or completed claim, action, or proceeding. Indemnitor shall pay all reasonable expenses incurred by Indemnitee in connection with such actions or proceedings. Such obligations shall not extend to claims determined by final judgment or award to have resulted from the sole negligence or willful misconduct of an Indemnitee. Nothing contained herein shall be deemed to abridge the rights, if any, of RDLA to seek contribution from others where appropriate. The indemnity obligations of the Owner set forth in this Agreement shall survive the termination of the Agreement, and shall be binding upon Indemnitor’s heirs, successors and assigns.

b. Duty to Defend. The Owner shall defend each Indemnitee, through counsel approved by the Indemnitee(s), in any action, proceeding or arbitration brought against any Indemnitee by reason of any such Claims.

13. **Warning; Disclaimer; Acknowledgement.**

a. Warning. CURRENTLY, IN THE STATE OF CALIFORNIA, THERE IS NO EQUINE LIMITED LIABILITY ACT. HOWEVER, HORSEBACK RIDING IS CLASSIFIED AS A "RUGGED ADVENTURE RECREATIONAL SPORTING ACTIVITY," AND THERE ARE OBVIOUS AND NON-OBVIOUS INHERENT RISKS ALWAYS PRESENT IN SUCH ACTIVITY DESPITE ALL SAFETY PRECAUTIONS. BY SIGNING THIS AGREEMENT, OWNER IS AGREEING THAT RDLA SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY, OR INJURY TO, OR THE DEATH OF THE OWNER, INVITEES OF THE OWNER, AND/OR THE HORSE RESULTING FROM THE INHERENT RISKS OF EQUINE RELATED ACTIVITIES. HORSES ARE 5 TO 15 TIMES LARGER AND 20 TO 40 TIMES MORE POWERFUL AND 3 TO 4 TIMES MORE FASTER THAN A HUMAN. HORSEBACK RIDING IS THE ONLY SPORT WHERE A SMALLER, WEAKER PREDATOR ANIMAL (A HUMAN) TRIES TO CONTROL THE MOVEMENTS OF A LARGER, STRONGER PREY ANIMAL (THE HORSE), EACH HAVING A LIMITED UNDERSTANDING OF EACH OTHER. OWNER IS ASSUMING THE INHERENT RISKS OF PARTICIPATING IN THIS EQUINE RELATED ACTIVITY.

b. Assumption of Risks and Disclaimer. There are a number of inherent risks associated with an Equine Related activity. A horse may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, falling, or butting. A horse may act unpredictably to conditions, including, but not limited to, a sudden movement; loud noise; an unfamiliar environment; or the introduction of unfamiliar persons, animals, or objects. A horse may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a person fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in activity with the horse, including failing to maintain reasonable control of the

animal or failing to act in a manner consistent with the person's abilities. Owner acknowledges that he/she is aware of the risks and hazards of horse ownership, including the likelihood of serious bodily injury or death, and that such injuries and damages may arise by the maintenance, care, and use of any horses boarded upon the premises of RDLA, and/or by the conduct of any person with regard thereto, including RDLA, its principals, officers, directors, agents, attorneys, contractors, and employees. Owner expressly assumes the risk of any and all injury or damage arising from the maintenance, care, or use of any horse upon the RDLA Property, including those animals the subject of this Agreement, and from the conduct of RDLA, its owners, employees, contractors, agents, and other boarders with regard thereto. Owner agrees to hold RDLA, and its principals, officers, directors, agents, attorneys, contractors, and employees, harmless from the occurrence of any such risks

c. Acknowledgement. I, THE UNDERSIGNED, HAVE READ, AND DO UNDERSTAND THE TERMS OF THIS AGREEMENT, WARNINGS, ASSUMPTIONS OF RISK AND KNOWINGLY RELEASE AND WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, LIABILITY AGAINST RDLA. I FURTHER ATTEST THAT ALL FACTS STATED HEREIN ARE TRUE AND ACCURATE.

“OWNER”

“RDLA”

RDLA, INC., dba Ranch de Los Amigos

By: _____

By: _____

Printed Name: _____

Leslie A. Hardy, President

d. Limitation of Liability.

i. *Source of Recourse.* Owner represents, warrants and agrees that should any Claims arise out of this Agreement or RDLA's ownership of the Business, the Owner's first source of recourse for compensation, if any, shall be Owner's policy of insurance, which remedy must be exhausted before any claim may be made against RDLA, if at all, under this Agreement, whether or not RDLA is required to indemnify the Owner for such Claims pursuant to the terms of this Agreement or any other agreement between the Parties.

ii. *Limitation of Liability of RDLA.* Owner represents, warrants and agrees that in no event shall RDLA's liability, if any, for any and all Claims exceed the sum of those amounts received by RDLA from Owner, pursuant to this Agreement. In no event shall RDLA be liable for any special, incidental, consequential, exemplary or punitive or other such indirect damages (including, without limitation, loss of revenues, profits or opportunities) whether arising out of or as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise.

iii. *Liability Not Personal.* Owner represents, warrants and agrees that the obligations of RDLA under this Agreement, if any, are the sole obligation of RDLA and are not

personal obligations of the individual directors, officers, shareholders, agents or employees of RDLA.

14. **Possessory Lien and Lien Sale:** Owner acknowledges a possessory lien upon the horses subject to this Agreement. If any fees for boarding or other services provided by RDLA are not received by RDLA prior to the end of the calendar month in which such amounts are due, then RDLA shall have the right, at its discretion, to lock the stable space(s) and prevent the removal of the Horse until all accrued rents, late charges, and other charges are paid. If at any time owner is two (2) months or more in arrears in payment of the sums specified in this Agreement, RDLA shall enforce the possessory lien upon such Horse as are the subject of this Agreement, and shall have the right, at the option of RDLA, to sell the said Horse to anyone whomsoever, without notice to owner, in satisfaction of said lien, and apply the proceeds of the sale to the arrearage. If the proceeds of the sale exceed the amount of the arrearage, RDLA will remit such excess to owner within thirty (30) days of the sale. Owner expressly agrees herewith to defend and hold harmless RDLA against any equitable, legal, or lien claim by any stranger hereto upon the animals which are the subject of this Agreement, including for any attorneys' fees and costs which could be incurred as a result of a lien sale.

15. **General Provisions.**

a. Entire Agreement. This Agreement, the Rancho De Los Amigos Rules, Release of Liability, and Training Agreement (if applicable) and the exhibits attached hereto, represent the entire agreement between the Parties in connection with the transactions contemplated hereby and the subject matter hereof, and with the exception of the agreements mentioned above in this paragraph, this Agreement supersedes and replaces any and all prior and/or contemporaneous agreements, understandings and communications between the Parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements of any kind existing between the Parties relating to this transaction which are not expressly set forth herein.

b. Amendment of Agreement. This Agreement may not be amended or modified except by a written instrument signed by all the Parties.

c. Attorneys' Fees. If either Party brings any legal action arising out of any provision of this Agreement to enforce this Agreement, the prevailing party in the litigation shall be entitled to recover reasonable attorneys' fees and costs from the other party, in addition to any other relief that may be granted to such prevailing party.

d. Notices. Any notice required or permitted to be given under this Agreement shall be written, and may be given by personal delivery, by facsimile transmission or by registered or certified mail, first-class postage prepaid, return receipt requested. Notice shall be deemed given upon actual receipt in the case of personal delivery, upon receipt of facsimile transmission, or upon mailing. Mailed notices shall be addressed as follows, but each Party may change its address by written notice in accordance with this Paragraph 15(d):

To Owner: _____

Fax #: _____

To RDLA: RDLA, Inc.
Attn: Leslie A. Hardy, President
12350 Cull Canyon Road
Castro Valley, CA 94552
Fax #: _____

e. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any action brought to clarify or enforce the terms of this Agreement shall be brought in Alameda County, California.

f. Agreement Construction. The Parties acknowledge that this Agreement, as executed, is a product of negotiation between the Parties and that it shall be construed fairly, and in accordance with its terms, and shall not be construed for or against either Party. No inferences as to the intention of the Parties shall arise from the deletion of any language or provision of this Agreement.

g. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision was omitted and had never been part of the Agreement.

h. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart, whether by original, faxed, or scanned signature, shall be deemed to be effective the same as if an original instrument.

i. Rights and Remedies. The duties and obligations imposed by this Agreement and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

j. Waiver. No waiver by any Party, at any time, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any Party shall require the consent or approval of another Party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

k. Captions and Headings. The captions and the paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of this Agreement.

l. Time of Essence. Time is of the essence with respect to all matters contained in this Agreement.

m. No Third-Party Beneficiary Rights. This Agreement is entered into for the full benefit of Parties, and no other parties are intended to be direct or incidental beneficiaries of this Agreement. No third party shall have any right in, under or to this Agreement.

n. Incorporation of Exhibits. Each and all the exhibits attached to this Agreement, if any, are incorporated herein by reference as if set forth in full in this Agreement.

o. Binding Effect. This Agreement shall be binding upon and enure to the benefit of the Parties hereto, their respective heirs, legal representatives, administrators, successors, and assigns.

p. Assignment. No Party to this Agreement shall assign any right, benefit, liability, or obligation arising under this Agreement without the prior written consent of the other Party to this Agreement.

q. Read and Understood. By his/her/its respective signature below, each Party acknowledges that he/she/it has read this Agreement, understands this Agreement, and agrees to be bound by its terms.

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed it effective on the date first above written.

“OWNER”

“RDLA”

RDLA, INC., dba Ranch de Los Amigos

By: _____

By: _____

Printed Name: _____

Leslie A. Hardy, President