

Sunkist Acres LLC

9811 N. La Cholla Blvd.

Tucson, AZ 85742

Boarding Agreement

THIS AGREEMENT is entered into on the date set forth below by and between Sunkist Acres LLC, hereinafter referred to as the "Provider," and _____, hereinafter referred to as the "Owner," to establish the terms of horse boarding services.

WHEREAS, the Provider offers horse boarding services; and

WHEREAS, the Owner wishes to board a horse with the Provider; and

WHEREAS, both parties wish to define their rights and responsibilities under this agreement;

NOW, THEREFORE, it is agreed as follows:

1. **Services Provided.** Provider agrees to:
 - a. Provide full board, including feed appropriate to the horse's individual needs;
 - b. Offer unlimited access to arenas, round pen, wash stalls, and riding trails;
 - c. Assign an individual stall to the Owner's horse.
2. **Fees.** Owner shall pay \$500.00 per month, in advance, for each horse boarded. Upon initiation, Owner shall pay a prorated amount for the current month plus the full amount for the following month. Monthly payments are due on the first day of each month. A \$50.00 late fee applies if payment is received after 5:00 PM on the 5th day of the month, plus \$10.00 per additional day thereafter.
3. **Notice to Vacate.** Owner must give 30 days' written notice prior to removing the horse from Provider's premises. Notice must be received by the 1st day of the month preceding the departure. Initial _____
4. **Deposit.** A non-refundable deposit of \$100.00 is due upon signing. This deposit will be applied toward the first month's board.
5. **Delinquency and Lien.** If Owner is more than 20 days delinquent, Provider may place a lien on the horse in accordance with Arizona law.
6. **Vaccinations.** Owner must provide current vaccination records from a licensed veterinarian prior to boarding and maintain up-to-date vaccinations throughout the horse's stay. Initial _____

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7. **Access Hours.** Owner agrees to follow posted hours of operation. Access outside of these hours must be prearranged with Provider.
8. **Condition on Arrival.** All horses must be in good health upon arrival. Provider is authorized to contact a veterinarian in case of emergency; however, Provider is not responsible for ensuring or covering veterinary care. Owner agrees to cover veterinary expenses incurred on their behalf.
9. **Liability.** Owner agrees to indemnify and hold harmless Provider for any injury, loss, theft, or damage to horse, tack, or other property on Provider's premises.
10. **Farrier Services.** Provider will generally be available to assist farriers at no charge but cannot guarantee availability. If farrier services are required, they must be scheduled and prepaid by Owner.
11. **Tack Storage.** Provider will supply a tack room. Storage is at Owner's risk. Provider is not liable for any loss or damage to items stored.
12. **Termination.** Provider reserves the right to terminate this agreement or exclude individuals who engage in conduct detrimental to others at the facility.
13. **Damages.** Owner shall reimburse Provider for any damage caused by their horse (e.g., broken water bucket, damaged stall fixtures).
14. **Insurance.** It is recommended that Owner carry insurance for their horse. Provider does not cover emergency care, loss, or injury to animals or equipment.
15. **Abandonment.** If Owner is delinquent in payment for over 20 days and fails to communicate or make payment arrangements, the horse may be deemed abandoned under Arizona law, and Provider may proceed accordingly.
16. **Liability and Indemnification.** In consideration for being permitted to board the horse at the Stable, the undersigned Owner hereby releases and discharges the Provider, including its employees, agents, successors, landowner, and assigns (collectively referred to as "Releasees"), from any and all liability for loss, damage, injury, or death to the horse, whether caused by the negligence of the Releasees or otherwise, arising directly or indirectly from the horse being boarded at the Stable.

The Owner further agrees to indemnify, defend, and hold harmless the Releasees from any and all claims, losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees) resulting from or related to injury or damage to the horse, whether caused by the negligence of the Releasees or otherwise. The Owner expressly assumes all risks associated with boarding the horse with the Provider.

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Any dispute arising under this agreement shall be resolved through binding arbitration. If the parties are unable to agree on a single arbitrator, each shall appoint one arbitrator, and the two selected arbitrators shall then appoint a third. The third arbitrator shall preside over and resolve the dispute. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in effect.

WARNING TO PARTICIPANTS

No one may ride on the premises unless:

1. They have permission from management and follow all barn rules;
2. They are aware of terrain and potential hazards;
3. They ride within their skill level and maintain control of their horse;
4. All tack and equipment has been inspected and deemed safe;
5. They have accurately disclosed their riding experience if renting or borrowing a horse;
6. ALL RIDERS UNDER 18 MUST WEAR AN ASTM-APPROVED HELMET.

NOTICE

Under A.R.S. § 12-553, participants in equine activities may not hold the facility or Provider liable for injury except in certain limited circumstances.

Owner's Name: _____

Address: _____

Email: _____ Phone: _____

How Did You Hear About Us? _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Date: _____ day of _____, 202_____

Sunkist Acres LLC Representative: _____

Horse Owner Signature: _____