



## Boarding Agreement

**Daebling Farms, LLC dba Daebling Ranch is a full-service facility for breeding and training Thoroughbred horses for the racetrack.**

This Agreement for Boarding Services is made by and between **DAEHLING FARMS, LLC** a California limited liability company (hereinafter referred to as the “**DF Ranch**”) and the Persons(s) or business entity set forth below (hereinafter referred to as the “**Boarder**”) for the board of a horse(s) at the DF Ranch property commonly located at 10045 Grant Line Rd, Elk Grove, CA 95624 (the “**Property**”), pursuant to the terms and conditions set forth herein, and conditional upon timely payment of the applicable standard board rate set forth herein.

**BOARDER(s) NAME:** \_\_\_\_\_

**(If Syndicate, list all members)** \_\_\_\_\_

**NUMBER OF HORSES:** \_\_\_\_\_

**EFFECTIVE DATE:** \_\_\_\_\_

**PREFERRED METHOD OF PAYMENT:** Check One

Check  Credit Card on File

**1. USE AND TERM.** This Agreement is a permit for Boarder to board the horse(s) listed in **Attachment “A”** hereto (hereinafter referred to as “**Horse**”) at the DF Property and does not provide Boarder with any right or title in or to the land or property on which horse is boarded. This Agreement shall remain in effect until all payments due from Boarder for all boarding fees are paid in full and horse(s) is/are removed from DF Property or at any time by DF Ranch for any breaches by Boarder(s) of any of the terms and conditions of this Agreement.

The DF Ranch Property is a private horse boarding and training facility and no person or horse shall be allowed on the Property except by the express consent of DF Ranch and only after the Boarder(s) provide a signed Boarding Agreement and agree to be bound to the terms of this Agreement. If a Boarder wishes to ride or train their own horse on the DF Ranch Property, they will be required to (i) obtain written consent from the DF Ranch, and (ii) execute and deliver a release and waiver form.

**2. PAYMENT OF BOARD AND RATES FOR SERVICES.** The DF Ranch Rate Sheet is attached hereto as **Exhibit “B”**. DF Ranch shall be entitled to change the Rate Sheet at any time upon thirty (30) days written notice to Boarder(s). DF Ranch shall calculate the Board, fees and costs associated with the Boarder(s) horses on a monthly basis and issue a written invoice to Boarder(s). Boarder(s) shall pay the invoice by no later than the 25<sup>th</sup> of each month. **Any invoice not timely paid will be deemed late, and a late fee of 5% will be added to the next invoice.** Boarder understands and agrees that if any amount due under this Agreement remains unpaid for a period of more than sixty (60) days after the due date, DF Ranch may charge against Boarder’s credit card (as set forth in Exhibit “C”) and/or take legal action to collect all amounts due. The Boarder hereby agrees to reimburse DF Ranch for any and all expenses incurred in the collection of such amounts, including, but not limited to, attorney’s fees and court costs.



All Boarders, new clients, or clients from outside the state of California must complete **Exhibit "C"** attached hereto which is a credit card authorization form. This authorization form permits DF Ranch to charge your credit card on file for any invoices issued to Boarder for Board which has gone unpaid for a period of over sixty (60) days. This credit card authorization is ongoing until cancelled in writing and acts as a guarantee of payment.

**3. RISK OF LOSS AND STANDARD OF CARE.** DURING THE TIME THAT THE HORSE(S) IS/ARE ON THE PROPERTY OR IN CUSTODY OF DF RANCH, DF RANCH SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY PERSON OR OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S), EXCEPT IN THE EVENT OF GROSS NEGLIGENCE ON THE PART OF DF RANCH, ITS AGENTS, AND/OR EMPLOYEES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL INJURY OR DISABILITY THE HORSE(S), BOARDER, OR BOARDER'S GUEST, MAY RECEIVE ON THE PROPERTY.

Boarder fully understands that DF RANCH does not carry any insurance on any horse(s) not directly owned by DF RANCH, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the Property are to be borne exclusively by the Boarder. DF RANCH strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Boarder.

THE STANDARD OF CARE APPLICABLE TO DF RANCH IS THAT OF ORDINARY CARE OF A PRUDENT HORSE BOARDING FACILITY AND NOT AS A COMPENSATED BAILEE. IN NO EVENT SHALL DF RANCH BE HELD LIABLE TO BOARDER FOR EQUINE DEATH OR INJURY. BOARDER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF TWENTY THOUSAND DOLLARS (\$20,000), AT BOARDER'S EXPENSE, OR WAIVE, RELEASE AND FOREGO ANY CLAIM FOR AMOUNTS. BOARDER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO BOARDER'S INSURANCE COMPANY AND PROVIDE DF RANCH WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT BOARDER'S RISK.

**4. HOLD HARMLESS.** Boarder(s) and his/her/its agents agree to indemnify and hold DF RANCH and its owners, employees, and agents harmless from any and all claims arising from damage or injury caused to anyone by Boarder's horse(s) or agents, or any of their activities on the Property, and defend DF RANCH from any such claims.

**5. EMERGENCY CARE.** DF Ranch does not have a veterinarian on the Property 24/7. However, DF Ranch consults with a veterinarian on a reoccurring basis. In the event that Boarder(s) horse(s) required medical attention, treatment or care, DF Ranch agrees to attempt to contact Boarder to discuss the horse(s) condition. If DF Ranch is unable to reach Boarder, DF Ranch is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse(s), and in conjunction with Boarder(s) Authorization for Emergency Care set forth on **Exhibit "A"** hereto. All costs of such care incurred shall be paid by Boarder within fifteen (15) days from the date Boarder receives notice thereof, or DF Ranch is authorized, as Boarder's agent, to arrange direct billing to Boarder. As appropriate, invoices for veterinary care may be sent to the Boarder directly.

DF RANCH SHALL ASSUME THAT BOARDER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS DF RANCH IS INSTRUCTED HEREIN BY BOARDER NOT TO RENDER CARE OR IF THE HORSE IS NOT A SURGICAL CANDIDATE, OR OF THE AUTHORIZATION FOR EMERGENCY CARE PROVIDES A LIMIT OF COST NOT TO EXCEED.



It shall be the sole responsibility of Boarder and Boarder shall notify DF Ranch of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Boarder in the event of an emergency. In the event Boarder departs for vacation or is otherwise unavailable, prior to departure Boarder shall notify DF Ranch as to what party is authorized to make decisions in the Boarder's place with regard to the health, well-being, and/or medical treatment of the horse.

**6. LIMITATION OF ACTIONS.** Any action or claim made or asserted by Boarder against DF Ranch for breach of this Contract or for loss due to gross negligence must be brought within one (1) year of the date such claim or loss occurs.

**7. VET CARE AND TRAINING.** At Boarder(s)' sole cost and expense, Boarder shall cause the Horse(s) to receive all appropriate vet care, including but not limited to, annual vaccinations, worming and shoeing (if appropriate). On behalf of Boarder(s), DF Ranch is authorized to arrange for such regular vet care and/or treatment. Such expense shall be the obligation of Boarder, and upon presentation by DF Ranch of the bill for such vet services rendered, including service charges, shall be paid within fifteen (15) days from the date the invoice is submitted to the Boarder. It shall be the obligation of the Boarder to retain and pay for the services of a Trainer separately. This Agreement does not cover any training services provided by DF Ranch or any third party. As appropriate, veterinary invoices for care may be sent to the Boarder directly.

**8. RULES AND REGULATIONS.** The Boarder agrees to abide by all the reasonable rules and regulations of DF Ranch. In the event someone other than the Boarder(s) shall call for the horse(s) after the satisfaction of any amounts due to DF Ranch paid in full, such person/agent shall have written authority signed by the Boarder to take possession of Boarder(s)' horse(s), or in the alternative, Boarder shall inform **Justin or Julia Oldfield, DF Ranch Managers @ 916-996-0887** to make appropriate arrangements and obtain approval.

**9. RIGHT OF LIEN.** The Boarder is put on notice that DF Ranch has a right of lien as set forth in the laws of the state of California, for the amount due for the board and keep of Boarder(s)' horse(s), and shall have the right, without process of law, to retain said horse until the amount of said indebtedness is discharged. In the event DF Ranch exercises its statutory lien rights for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by DF Ranch's representatives setting forth the material facts of the default and foreclosure as well as DF Ranch's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Boarder(s) agree to pay all attorney's fees, costs, and other related expenses.

**10. INHERENT RISKS AND ASSUMPTION OF RISK.** The undersigned Boarder(s) acknowledge there are inherent risks associated with equine activities on the DF Ranch Property such as described below and hereby expressly assumes all risks associated with entering upon the DF Ranch Property. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.



**11. CONFIDENTIALITY.** As a Boarder on the DF Ranch Property, Boarder(s) and his/her/its agents may have access or be privy to information relating to DF Ranch, its owners, employees, horses, and businesses, or other Boarder(s)' horses. Boarder agrees at all times to hold all such information in confidence and to not disclose, use, copy, publish, summarize, or remove from the DF Ranch Property any Confidential Information, unless otherwise expressly agreed to or instructed to do so by DF Ranch personnel.

"Confidential Information" means all confidential, proprietary, personal or sensitive information or material, whether disclosed orally or in writing, to which Boarder may be given access to, and includes without limitation trade secrets and proprietary information, financial data and statements, budgets, forecasts, bookkeeping and accounting information, tax information, legal information, health information, personnel information, business plans, marketing plans, business opportunities, strategies, protocols and models, client and prospect lists, portfolio information, schedules, travel plans, and may also include digital, video and still photographic or electronic images ("Images"). In no event, shall Boarder make, retain, publish or disseminate any images of DF Ranch or the horses boarding there unless otherwise expressly agreed by DF Ranch. **Boarder is entitled to and free to take as many photos of Boarder(s) own horses, foals and mares as Boarder likes and post them to social media.** This Confidentiality term will be in effect for a period of three (3) years from the Effective Date even if Boarder is no longer boarding with DF Ranch.

**12. ENTIRE AGREEMENT.** This Agreement together with **Exhibits "A", "B" and "C"** hereto which are expressly incorporated by reference, represent the entire understanding between the parties with regard to the subject matter of this Agreement. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated. This Agreement is made and entered into in the State of California, and shall be enforced and interpreted in accordance with the laws of said State.

**13. NO ASSIGNMENT.** Boarder(s) shall not assign or transfer all or any part of its interest in this Agreement, whether to another party or entity, or by virtue of a change of ownership or control of Boarder, without the prior written consent of DF Ranch, which may be withheld for any reason or for no reason at all.

**14. VENUE.** This Agreement shall be governed by and construed under and pursuant to the laws of the State of California, provided, however, the terms of this Agreement shall not be construed strictly for or against either party hereto, but shall be construed according to the fair meaning thereof and the intentions of the parties at the time of execution hereof. Venue of any dispute shall be the County of Sacramento.

**15. ENFORCEABILITY OF CONTRACT.** Should any provision of this Agreement be declared or be determined by any court to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and the illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

**16. COUNTERPARTS AND COPIES.** This Agreement and its Exhibits may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties may execute this Agreement by DocuSign or Adobe signature and such electronic signature shall be deemed authentic and original. Facsimile signatures and signature pages sent by email shall be binding as though they are originals.

SIGNATURES ON NEXT PAGE



THE UNDERSIGNED BOARDER(S) HAVE READ AND DOES/DO UNDERSTAND THE TERMS OF THIS AGREEMENT, AND KNOWINGLY AND VOLUNTARILY AGREE TO BE BOUND BY ALL TERMS AND PROVISIONS.

Signature of Boarder (or Authorized Agent): \_\_\_\_\_

Print Name(s): \_\_\_\_\_

Billing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Approved by DF Ranch: \_\_\_\_\_  
(Signature of Manager of Daebling Farms, LLC dba Daebling Ranch)



**EXHIBIT "A"**  
**TO DAEHLING FARMS, LLC BOARDING AGREEMENT**

**Identification and Description of Horse(s) Boarded**

*(Fill out for each Horse/Mare)*

Name: \_\_\_\_\_ Jockey Club #: \_\_\_\_\_

Breed: \_\_\_\_\_ Year of Birth: \_\_\_\_\_

Age: \_\_\_\_\_ Sire: \_\_\_\_\_

Color/Markings: \_\_\_\_\_ Dam: \_\_\_\_\_

Insurance Co: \_\_\_\_\_

Owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**HEALTH HISTORY**

*It is required that all horses boarded with DF Ranch are current on vaccinations to ensure the health and safety of all horses on the Property. If vaccination records are not provided before or on the date the horse(s) arrive at the Property, then DF Ranch shall have the right to vaccinate the horse(s) at the Boarder's expense.*

Date of Last Vaccination: 5/6Way \_\_\_\_\_ Strep \_\_\_\_\_ Rabies \_\_\_\_\_ West Nile \_\_\_\_\_

Name and Phone Number of Vet: \_\_\_\_\_

List any Special Issues such as colic, laminitis, infections, problems foaling or special medications:

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**MARE INFORMATION**

Mare's Status: Barren ( ) Aborted ( ) Maiden ( ) Not Bred ( )

If Mare Bred – Date of Breeding: \_\_\_\_\_

If Mare Foaled Out – Date of Foaling: \_\_\_\_\_

Is Foal Along Side? Yes ( ) No ( )

Sire of Foal: \_\_\_\_\_

Color/Sex of Foal: \_\_\_\_\_

Mare's Produce Record (last 2 years): \_\_\_\_\_

\_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

*In the event of an emergency, DF Ranch will make every effort to contact the Boarder(s). However, if we are unable to reach the Boarder(s), please list a contact who is authorized to make veterinary care decisions in your absence.*

Name of Emergency Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**AUTHORIZATION TO PROVIDE EMERGENCY CARE**

Mark the Appropriate Box.

*In the event of a medical emergency, Boarder(s) hereby authorize DF Ranch to render immediate medical intervention by calling a veterinarian. Boarder(s) authorize the veterinarian to do whatever is deemed appropriate and/or necessary to assist the horse(s) and to save the horses life.*

*In the event of a medical emergency, Boarder(s) hereby authorize DF Ranch to render immediate medical intervention by calling a veterinarian. Boarder(s) authorize the veterinarian to do whatever is deemed appropriate and/or necessary to assist the horse(s) and to save the horses life up to a limit of not more than \$ \_\_\_\_\_ (estimated). Costs of horse care should not exceed this amount.*

*In the event that an attending veterinarian determines that Boarder(s) horse cannot be saved for the limit on costs that Boarder has established above, then DF Ranch is authorized to have the horse euthanized and Boarder agrees to pay for that service and cost.*

Boarder(s)' Signature and Authorization: \_\_\_\_\_



## EXHIBIT "B"

### STANDARD RATE SHEET

(Effective January 1, 2023)

Daehling Farms, LLC dba Daehling Ranch is located in Northern California outside the metropolitan Sacramento area in Elk Grove. Or primary focus is to provide our clients a quality full service boarding, training and breeding facility. We have a full-time staff (not vet) to accommodate most needs of the Thoroughbred racing community. DF Ranch is a convenient and economical choice for racing owners, trainers and breeders.

**Boarder should check the box for their preferred method of receiving DF Ranch's monthly invoice.**

Regular US Mail  or Email

## *Boarding & Rates*

Horses boarded at Daehling Ranch are raised on lush irrigated pasture and daily receive grain and other supplements formulated by a consulting equine nutritionist. The ranch also features individual stalls and paddocks for horses that require additional care. Stallions, broodmares, weanlings, yearlings, prospects, and layups are all welcome for temporary or permanent boarding at any time during the year.

### *Prices*

**PASTURE BOARDERS - \$17/DAY**

**PRIVATE PADDOCKS/STALL - \$22/DAY**

**STALLION PADDOCKS - \$25/DAY**

**BREAKING & TRAINING - \$42/DAY**

**EUROXCISER - \$30/DAY**

**BREEDING FEE - \$275**

**FOALING - \$400**

**SUCKLINGS - \$4/DAY**

**WEANING/HALTER BREAKING - \$400**





**EXHIBIT "C"**

**AUTHORIZATION TO RUN CREDIT CARD FOR INVOICES**

By Signing the Authorization Form Below, You Authorize Daehling Farms, LLC dba Daehling Ranch to charge your credit card for all Board and fees incurred by You for your Horse(s) boarded on the DF Ranch Property. The permission granted by this authorization form is ongoing until revoked in writing. If Boarder fails to make payment by check for a period exceeding sixty (60) calendar days after issuance of an invoice, then Daehling Farms, LLC dba Daehling Ranch shall be entitled to and have the right to charge your credit card for any outstanding amounts.

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Credit Card Information
Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other _____
Cardholder Name (as shown on card): _____ Cardholder Address for Card: _____ Cardholder Phone Number: _____
Card Number: _____ Card Security Pin: _____ Expiration Date: _____ (mm/year)

I, the Cardholder named above, authorize **Daehling Farms, LLC dba Daehling Ranch** to charge my credit card above for Boarding services, fees, costs and expenses associated with boarding my horse(s) on the DF Ranch Property. I understand that my information will be saved to file for future transactions on my account.

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Customer Signature

Date