



## Summit Ranch Equine Center, LLC. dba Summit Ranch

1. **PARTIES:** This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between SUMMIT RANCH, whose address is P.O. Box 178, ALAMO CA 94507, and Customer:

Name		Address	
City	State	Zip	Drivers License #
Residence Phone	Work Phone	Cell Phone	Email Address
Credit Card Type (Mandatory)	Credit Card #	Name on Card	Exp. Date

Billing Address

Please check one: I prefer to make payment by: Check \_\_\_\_\_ Credit Card \_\_\_\_\_

2. **HORSE:** This contract pertains to:

Name of Horse	Breed	Color	Age	Sex
Name of Horse	Breed	Color	Age	Sex

3. **OWNERSHIP:** Customer: (mark one)

( ) has full title and registration, ( ) leases horse, ( ) manages horse, ( ) sponsors horse, or ( ) has purchased the horse installment contract with final payment due \_\_\_\_\_, 20\_\_\_\_, and full title and registration are currently held by:

Name	Address	Zip	Phone
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4. **SERVICE PROGRAM:** SUMMIT RANCH agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animals. Customer acknowledges Customer has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are as posted in the office of SUMMIT RANCH and are subject to change at management's discretion.

5. **EXERCISE AND TURNOUT PROGRAM:** All horses under contract for exercise and turnout program will be handled by SUMMIT RANCH staff personnel or designated trainer.

6. **LIMITATION OF LIABILITY AND INDEMNIFICATION:** In addition to that set forth on Exhibit A, SUMMIT RANCH AND ITS SUBSIDIARIES, AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY THE HORSE WHILE IN SUMMIT RANCH CUSTODY, nor for any other loss, damages or injury arising out of or connected with the breeding, boarding, conditioning, training, or other services pursuant to the contract, except as required by law. Customer fully understands, authorizes and assumes the special risks inherent in conditioning, training, breeding, and transporting horses, and acknowledges that mortality and other insurance is solely Customers responsibility. ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, to the full extent permitted by law. In no event shall Customer's remedy exceed the amount of the fee paid for the service complained of.

7. **ACCEPTANCE:** This contract is not effective until approved and executed by SUMMIT RANCH, which reserves the right to reject any horse at its sole discretion, and to return any unruly horse at Customer's expense. SUMMIT RANCH reserves the right to discontinue any service program.

8. **RELEASE OF ALL CLAIMS:** All Customer's, and their guests, must sign and agree to the RELEASE OF ALL CLAIMS (Exhibit A hereto) prior to the effectiveness of this Agreement and use of the facilities.

9. **VACCINATIONS:** Customer warrants that the horse is free of all communicable diseases upon deliver to SUMMIT RANCH. On or prior to arrival, the Customer shall provide a record of current vaccinations. VACCINATION RECORD (Exhibit B), including Strangles, Equine Influenza, Tetanus, Sleeping Sickness, West Nile Virus, and a negative Coggins (Swamp Fever) test performed within six (6) months prior to arrival if the horse is arriving from out of state. This record should include the dates of

the vaccinations and the name of the attending veterinarian. If this horse arrives without records of such vaccinations and tests, SUMMIT RANCH may, at its option, not accept the horse or provide the vaccinations and test at Customer's expense.

10. **EMERGENCY CARE:** SUMMIT RANCH agrees to attempt to contact Customer should SUMMIT RANCH feel that medical treatment is needed for said horse(s), but if SUMMIT RANCH is unable to contact Customer, SUMMIT RANCH is then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care incurred, including transportation, shall be paid by Customer within fifteen (15) days from the date Customer receives notice thereof, or SUMMIT RANCH is authorized, as Customer's agent, to arrange direct billing to Customer.

11. **BILLING:** Statements will be emailed on the twentieth (20<sup>th</sup>) of each month. All billings are due and payable by the first (1<sup>st</sup>) day of the month. Credit Card is the preferred method of payment, and cards will be charged by the third (3<sup>rd</sup>) of the month. If payment is made by check, and not received by the fifth (5<sup>th</sup>) of the month, your credit card will be automatically charged.

12. **RELEASE OF HORSE:** Customer agrees that all outstanding balances due for board, veterinary care, farrier work, and all other fees, charges and expenses pursuant to this contract shall be paid prior to SUMMIT RANCH's release of the horse. Customer shall make arrangements with SUMMIT RANCH for the horse's release at least 48 hours in advance. Customer is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates, whether through SUMMIT RANCH veterinarians or otherwise. Upon commencement of loading the horse for shipment, Customer assumes full responsibility or liability for the horse's health, soundness, breeding condition, transportation and care.

13. **BARN RULES:** Customer hereby acknowledges receipt and understanding of the current Barn Rules (Exhibit C), which are incorporated by reference in full. Owner agrees he/she and his/her guests and invitees will be bound and abide by these Barn Rules, and accepts responsibility for the conduct of his guests and invitees according to these Barn Rules. SUMMIT RANCH may revise these Barn Rules from time to time and Customer agrees any posted revision shall have the same force and effect as current Barn Rules. Failure, as determined in SUMMIT RANCH's sole and absolute discretion, of Customer or Customer's guests and invitees to abide by Barn Rules may result in SUMMIT RANCH declaring customer in default hereunder and result in termination of this Agreement.

14. **LIEN:** Customer grants SUMMIT RANCH a lien upon security interest in the horse and any foal produced by a breeding at SUMMIT RANCH to secure all obligations and amounts due under this or any contract with SUMMIT RANCH or any of its affiliates. SUMMIT RANCH may, at any time until all amounts due hereunder are fully paid, file a photocopy of this contract in the county and state in which is believed the horse or foal to be kept, or where the Customer resides, and when so filed the copy should be effective as a financing statement as well as the security agreement. At any time the Customer's balance is unpaid for thirty (30) days, or Customer is otherwise in default of this or any other contract with SUMMIT RANCH of any of its affiliates, SUMMIT RANCH may foreclose its security interest in the horse in accordance with California law. Ten (10) days notice shall be deemed reasonable notice of any foreclosure sale. Time is of the essence.

15. **TACK STORAGE:** Customer may store certain tack and equipment on the premises of SUMMIT RANCH at no additional charge to Customer according to specifications listed in the Barn Rules. However, SUMMIT RANCH shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Summit Ranch as same is stored at the Customer's risk. SUMMIT RANCH shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.

16. **ASSIGNABILITY:** Customer may not assign any rights or duties under this contract without the written consent of SUMMIT RANCH.

17. **TERMINATION AND WAIVER:** Service Programs may be terminated by SUMMIT RANCH upon thirty (30) days written notice. No delay or failure by SUMMIT RANCH to exercise any right or remedy shall be deemed a waiver of that or any other right or remedy. Termination of this agreement requires thirty (30) days written notice.

18. **ENTIRE AGREEMENT; CONTRUCTION; JURISDICTION; ATTORNEYS FEES:** This contract contains the entire understanding of the parties concerning its subject matter, may be modified only in writing except as otherwise provided. Headings are for convenience only and not part of the contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. The contract shall be construed and governed by the laws of California. At SUMMIT RANCH's option, jurisdiction and venue for all disputes connected with this contract shall be proper only in CONTRA COSTA COUNTY, CALIFORNIA. If a lawsuit is filed with respect to this contract, or SUMMIT RANCH forecloses its security interest, the prevailing party shall be entitled to collect all reasonable attorneys fees and costs.

19. **FEE SCHEDULE:** All fees are due the first of each month and an additional \$75 fee is assessed if not received by the 5<sup>th</sup> day of each month due. If no payment is received by the 10<sup>th</sup> day of the month, your credit card on file will be charged, including the late fee payment of \$75. A \$50 charge may be applied to Customer's monthly billing if a check is returned unpaid from the bank. Fees are listed on Fee Schedule (Exhibit D) and may be changed by SUMMIT RANCH as necessary.

20. **HORSE'S EXPECTED ARRIVAL DATE:** \_\_\_\_\_

Customer has read all of the terms of this agreement.

CUSTOMER:

SUMMIT RANCH:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_



**Summit Ranch Equine Center, LLC. dba Summit Ranch  
RELEASE OF ALL CLAIMS – Exhibit A**

**Assumption of Risks:** Horseback riding and boarding, by their very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Horses have the propensity to behave in such ways that may result in injury, harm or death to persons on or around the horse; have unpredictable reactions to such things as sound, sudden movement and unfamiliar objects, persons or animals, and are susceptible to certain hazards such as surface or subsurface conditions, collisions with other horses or objects; propensities include kicking, biting, rearing and other actions. Tack equipment can fail resulting in falling or loss of control; and those and their related activated have the potential of participants to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over a horse. Equine activities are inherently dangerous. The undersigned acknowledges and understands the foregoing and agrees that he/she, on behalf of themselves and their minors and guests are assuming the foregoing risk and those associated with it.

As additional consideration for the boarding and other rights granted under the Agreement, the undersigned, being of lawful age, does hereby (1) release SUMMIT RANCH EQUINE CENTER LLC, SUMMIT RANCH PROPERTIES LLC, and their officers, agents, members, employees, successors, heirs, assigns and their insurance companies ("Releasees"), from any and all liabilities, claims, actions, cross-actions, causes of action, loss of service, demands, rights, claims for damages, indemnification, contribution, costs, attorney's fees, expenses and compensation whatsoever, which have or hereafter accrue on account of/or in any way arising out of any and all known, foreseen and/or unforeseen, bodily and personal injuries and property damage and the consequences thereof resulting or to the result from the accident, casualty or event which may occur to the undersigned, their minors, horses, guests or other personal property, while on the property of SUMMIT RANCH EQUINE CENTER LLC and/or SUMMIT RANCH PROPERTIES LLC or connection with the boarding of their horse and (2) assumes any and all liability for damage or injury caused by their horse or the actions of the undersigned, their minors, horses, guests, or related to their personal property and (3) shall indemnify, defend and hold harmless the Releasees from any and all liabilities, claims, actions, cross-actions, causes of action, loss of service, demands, rights, claims for damages, indemnification, contribution, costs, attorneys fees, expenses and compensation whatsoever, which have or hereafter accrue on account of/or in any way arising out of their actions or the actions of their minors, horses, guests or related to their personal property.

WE AGREE NOT TO SUE THE RELEASEES IF WE GET HURT OR INJURED IN ANY WAY AS THE RESULT FROM ANY PARTICIPATION IN ANY PROGRAMS WHATSOEVER OFFERED BY SUMMIT RANCH EQUINE CENTER LLC and/or SUMMIT RANCH PROPERTIES LLC.

The undersigned further declared and represents that no promise, inducement or agreement now herein expressed has been made to the undersigned, and this release contains the entire agreement between the parties hereto.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT AND HAS RECEIVED A COPY IN ITS ENTIRETY.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Minor's Name(s) \_\_\_\_\_

Relationship to Minor(s) \_\_\_\_\_

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

Signature: \_\_\_\_\_

Owner of Horse: \_\_\_\_\_ Name of Horse: \_\_\_\_\_

Summit Ranch Equine Center, LLC. Dba Summit Ranch  
P.O. Box 178, Alamo, CA 94507  
(925) 945-0267



**Summit Ranch Equine Center, LLC. dba Summit Ranch  
VACCINATION REPORT – Exhibit B**

**Please provide the last date each vaccination was given to your horse and what veterinarian administered the vaccine.**

**Horse Name:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

<u>Vaccine</u>	<u>Date</u>	<u>Veterinarian</u>
West Nile Virus	_____	_____
Equine Influenza	_____	_____
Sleeping Sickness	_____	_____
Tetanus	_____	_____
Strangles	_____	_____
Coggins (if arriving	_____	_____
from outside	_____	_____
California)	_____	_____
Other	_____	_____



**Summit Ranch Equine Center, LLC. dba Summit Ranch**  
**SUMMIT RANCH RULES – Exhibit C**

(Please keep for your records)

1. **Summit Ranch is a private boarding facility. Please obey all rules while you are visiting. Tenants must obey all Summit Ranch rules and are responsible to update themselves through Bulletins and Newsletters posted at the Ranch or mailed with their billing. Failure to follow the rules will result in tenant being asked to leave Summit Ranch.**
2. **Summit Ranch is not to be used for public access to the trails in Mt. Diablo State Park. Public parking and trail access are located at Livorna Road. Do not bring friends to access trails through Summit Ranch.**
3. **Ranch hours are 7 AM to 10 PM. Special permission must be obtained from Management in advance to visit outside of these hours.**
4. **Park in designated striped parking stalls at all times. No parking anywhere else on Ranch property.**
5. **The concrete pad is for trailer loading and unloading, supply deliveries, and staging area for trail riders to mount and dismount.**
6. **Keep your speed down and obey all traffic laws and signs – 25 mph on Serafix – 15 mph on the Ranch driveway – 5 mph in the Ranch parking lot.**
7. **You must have a signed Release for any and all guests you bring to Summit Ranch before they are allowed to enter Summit Ranch property. Additional Release forms are available in the lobby. Horse owners are responsible for the safety and behavior of children and all guests they bring. Guests are not allowed unless accompanied by a horse owner at all times while on Summit Ranch property. Children must always be attended by an adult. Any and all guests should never be left unattended and must have a signed release.**
8. **Guest horses, riders, trailers and equipment are not allowed at Summit Ranch without prior permission from management. Our arenas, parking lots, barns, turnouts, and trails are for our tenant's use only. The Ranch is not a public trail head or staging area. All guests must have a signed Release form and pay any haul in fee's that may apply.**
9. **All children must be under adult supervision at all times while at Summit Ranch. No running or loud uncontrolled activities are allowed in the barn area. No unattended children in the lounge or anywhere around the ranch. Please be with your children at all times.**

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**Summit Ranch Equine Center, LLC. dba Summit Ranch**  
**SUMMIT RANCH RULES – Exhibit C**

10. No dogs, bicycles, or scooters are allowed anywhere on Summit Ranch property. Come here to enjoy your horse only, leave your other pets and toys at home.
11. Do not feed any horse treats without the permission of individual owner.
12. No tenants are allowed in hay barn, shavings bin, shop building or employee housing for any reason.
13. Emergency phone numbers for staff, management, and veterinarians are posted on the main white board. Tenants should use these contacts before handling a situation alone.
14. All riders under the age of 18 must wear a proper riding helmet while riding anywhere on Summit Ranch property.
15. Do not tie your horse to any fencing, stall fronts, pipe panels, etc.
16. Be considerate of other boarders; limit your time in the crossties and the wash racks to 10 minutes such that others are not made to wait unreasonably, limit turnout in small turnouts to 30 minutes.
17. Conserve water – use water sparingly when washing your horse.  
  
Do not wash anything down the storm drains. Pour water buckets (water only) into storm drains or tree wells.
18. Manure buckets in the crossties are for cleanup of the grooming areas only. Do not fill grooming area manure buckets with waste from your stall.
19. Do not litter or leave trash and garbage lying around – clean up after yourself, your horse and your guests everywhere on Summit Ranch property.
20. Pick up and properly dispose of your horse's manure if it occurs anywhere on the Ranch other than in the arenas or on the trail.
21. Do not ride your horse in the hallways or mount your horse anywhere indoors other than the indoor arena or indoor roundpen.
22. Do not ride your horse through a bowed gate (gate with a top bar) – always dismount and lead your horse through bowed gates. Such as the gate to the outdoor arena and the outdoor roundpen.



**Summit Ranch Equine Center, LLC. dba Summit Ranch**  
**SUMMIT RANCH RULES – Exhibit C**

23. The outdoor arena is locked after a heavy rain, do not use it until the main gate is unlocked.
24. All tack must be kept in a single tack box or single location in a tack room as assigned by Summit Ranch management. A tenant is allowed either a triple rack and hook space in an inside tack room, or a “tall box” in the outer large tack room – one per horse, if available. Triple racks may have small boxes placed underneath them as long as they fit easily underneath and do not interfere with the nearby racks or aisle. One tack box or location per horse – no additional boxes. All boxes, cans and buckets must be marked with owner and horse name so that management can monitor storage. One grain bin is allotted per horse (trash can size). The maximum size of tack boxes in the outer storage area is 3’ x 3’ x 6’. New boxes can only be brought in by prior permission of Management. Existing boxes can only be sold or traded with prior permission of Management. Larger boxes may stay but may not be resold. These large boxes must be removed when tenant abandons.
25. Summit Ranch is not responsible for the loss of any items or valuables left or stored by tenant.
26. Do not add any additional footing (sand, shavings, etc.) to any paddock (Mare Hotel or Stall/Run).
27. Do not add shavings to stalls.
28. No cleaning of stalls or removal and replacement of shavings by tenants is allowed. Tenants are allowed on Sunday (only) to clean their stalls.
29. Turn off all lights behind you when not in use and when leaving the Ranch in the evening.
30. Tenants may not use feed, shavings or Ranch equipment. All tools and carts in the shop building are “off limits” to tenants. Use only designated tools and carts and return them to their proper locations when finished.
31. Tenants may make special requests for feed items for a certain event a minimum of 2 (two) days prior to their need.
32. Always properly close all gates when passing through. Always close gates behind you when you enter or leave the arenas, turn out pens, trails and paddocks.



**Summit Ranch Equine Center, LLC. dba Summit Ranch**  
**SUMMIT RANCH RULES – Exhibit C**

33. Always close and latch gates in the Mare Hotel after taking your horse from its paddock. Open gates can be dangerous in the center aisle.
34. Remain on the trail at all times above the parking lot to the back gate.
35. Notify Ranch management immediately if you or your horse are injured or involved in an accident. This includes damage to Ranch property, fencing, stalls, crossties, gates, lighting, etc. Immediately notify Ranch management if you notice any hazardous conditions on the premises.
36. Tenant is responsible for all injuries and damages caused by their horse.
37. While discipline may be necessary, physical abuse of any horse will not be tolerated.
38. All rent payments are due and payable on the first day of the month. Late charges will be assessed on the fifth day of the month. Late fee is \$75.00.
39. First and last month's rent is required upon move-in.
40. Tenants must provide 30 days' notice of the 1<sup>st</sup> of the month in which they intend to leave or they will be charged an additional month's full board.
41. If Ranch management has problems with you or any of your guests continuously not abiding by these rules, openly disregarding, or not following the directions of Ranch staff, you will be asked to leave the premises permanently. We reserve the right to evict you from the property with 48 hours' notice.

I hereby acknowledge that I have read and understand the above Summit Ranch Rules. Any items that I did not understand, I discussed with Summit Ranch Management and I now have an understanding of. I agree to observe the rules while on the premises and to practice common courtesy towards other visitors, guests and Ranch Personnel. I have been provided a copy of these rules and acknowledge that I assume any and all liability for incidents that may occur as a result of not following these rules and further that by not abiding with these rules, I risk losing the privilege of using the facility and of boarding my horse with Summit Ranch, (Diablo Summit Ranch, Inc. dba Summit Ranch).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_





**Summit Ranch Equine Center, LLC. dba Summit Ranch**  
**SUMMIT RANCH RULES – Exhibit C**

**I have read and retained a copy of Exhibit C, Summit Ranch Rules.**

**Signed:** \_\_\_\_\_

**Dated:** \_\_\_\_\_



**Summit Ranch Equine Center, LLC. dba Summit Ranch**  
**SUMMIT RANCH RATE SHEET – Exhibit D**

Effective April 1, 2016

**BOARDING**

Partial Covered Paddock (Mare Motel)	\$570.00 per month
Box Stall- no exterior window	\$560.00
Box Stall- with exterior window	\$630.00
Box Stall- large with window	\$650.00
Box Stall- with paddock	\$680.00
Trailer Parking	\$50.00

Daily Stall Fee:	\$30.00
Trailer-in Fee:	\$10.00

*\*Boarders with more than 1 horse receive \$25 discount per horse, beginning with the 2<sup>nd</sup> horse.\**

**SERVICES**

Blanketing	Mon-Sat	\$85.00/month
	Mon-Sat	\$95.00/month
	AM or PM only (Mon-Sat)	\$50.00/month
Turn Out	Mon-Sat	\$85.00/month
	3 days/week	\$50.00/month

All fees are due and payable to Summit Ranch on the first day of each month. An additional charge of \$75.00 is assessed if not received by the 5<sup>th</sup> day of each month. Your credit card on file will be charged if no payment is received by the 10<sup>th</sup> day of the month, including the \$75.00 fee. A \$50.00 charge may be applied to Owner's monthly statement for a returned, unpaid check from the bank. Payments should be mailed to P.O. Box 178, Alamo, CA 94507.

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**Summit Ranch Equine Center, LLC. dba Summit Ranch  
Recurring Payment Authorization Form**

*\*Only Fill if Using a Credit Card as Preferred Method of Payment\**

Please complete the Credit Card Information section below and sign the form. All requested information is required. Upon approval, we will automatically bill your credit card for the amount indicated and your total charges will appear on your monthly credit card statement. You may cancel this automatic billing authorization at any time by contacting us.

Boarder Name: \_\_\_\_\_

**Credit Card Information**

Card Type:  Master Card     VISA     Discover     AMEX

Other \_\_\_\_\_

\_\_\_\_\_  
Cardholder Name (as shown on the card, if different from Boarder Name)

\_\_\_\_\_  
Card Number

Expires: \_\_\_\_\_ / \_\_\_\_\_  
Month    Year

**Billing Address**

\_\_\_\_\_  
Street

\_\_\_\_\_  
City    State    Zip Code

I authorize Summit Ranch Equine Center, LLC to automatically bill the card listed below for Board, Services, and Additional Charges (such as late fees) on a monthly basis to be started on:

\_\_\_\_\_  
Month    Day    Year

\_\_\_\_\_  
Cardholder's Signature

\_\_\_\_\_  
Date

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