

Horse Boarding Agreement

Jan 19, 2025 version

This Horse Boarding Agreement (the "Agreement") is made on ______, 2025 between _______ ("Owner") and Varian Equestrian, LLC DBA Varian Equestrian Center ("Varian Equestrian" or "VEC"). Owner requests that Varian Equestrian provide services to any horses owned by Owner and boarded at VEC, including those listed on Schedule A herein ("Horse" or "Horses") pursuant to the terms of this Agreement. Owner should list all horse(s) it intends to board with Varian Equestrian herein but acknowledges and agrees that the terms and conditions of this Agreement shall apply to all horses Owner boards or otherwise brings onto the Ranch in the future, regardless of whether this list is updated.

1. <u>Scope of Services.</u> During the term of this Agreement, Varian Equestrian shall provide boarding services and/or training services at the horse ranch located at 1275 Corbett Canyon, Arroyo Grande, California 93420 (the "Ranch") as described in **Schedule "A"** attached hereto and incorporated herein by this reference, as may be amended from time to time, to the Owner's Horse pursuant to the Fee Schedule described in **Schedule "B"** attached hereto and incorporated herein by this reference, as may be amended from time to time, to the Owner's Horse pursuant to the Fee Schedule described in **Schedule "B"** attached hereto and incorporated herein by this reference, as may be amended from time to time.

2. Fees Schedule and Payments.

Payment: The Owner shall receive a log in to the horse boarding and billing software, Wise Option, which shall require Owner to input a credit or debit card or bank account information for payment of the services under this Agreement. The payment information shall remain on file with Wise Options's payment processing partner in a secure portal and shall be used for payment of services during the Term of this Agreement. A statement will be emailed and a copy of all statements may be found in the Owner's Wise Option portal. Owner agrees to update the account information, as may be needed, to maintain a valid method of payment and understands there will be NO CREDIT OR DEBIT CARD PROCESSING FEE ON ANY BOARD ACCOUNTS. Please note that you will receive a statement (not an invoice) around the last day of each month and if you do not pay when this is received your account will be charged automatically on the 5th day of the following month.

Payment Schedule – Monthly Boarders: Regular billing occurs on the 1st of each month. Owner agrees to be charged for boarding services in arrears for the remainder of the month in which boarding commenced, and IN ADVANCE thereafter. All additional non-recurring services will be billed in arrears. For example, if Boarder is in a box stall at \$700 per month and arrives on the 15th of the month, but has turnouts on some occasions throughout the month, half of the first month (15th – 30th) and all of the coming month will be charged on the 1st of month after which boarding commenced. Going forward, each month of boarding will be charged in advance and any non-recurring services incurred during the month will be charged in arrears.

Payment Schedule – Horses Onsite for Breeding Services

Daily, Weekly or Monthly Boarders: Owner shall be charged on the first of each month for boarding and other services provided, in arrears. All fees must be paid before taking Horse off the property. At this time the fees will be calculated based on time spent onsite by each horse. If the duration is less than one month then the daily or weekly rate shall be paid, and any discrepancy between the amount paid on the prior billing and the actual amount of time spent shall be paid. For example, if the intention was to stay for more than one month, and the monthly rate was calculated and paid on the first of the month in which the departure occurs, but then the contract is Terminated and the horse departs such that the total Term is less than one month, the rate to be calculated shall be a weekly rate which will include an increase to the amount paid on the first of the month. **Example:** Boarder commences boarding on the 15th of the month and plans on being there for 4 weeks until the 15th of the following month. In this scenario Boarder will be charged on the 1st of the month for the



prior 2 weeks, at the monthly rate, but if the horse leaves on the 7th, the amount due will be the 7 days of the current month and the difference between what was paid (monthly rate) and what is actually owed (weekly rate) for the 15 days of the prior month.

a. Fees for Services. The Owner agrees to pay for the services provided to the Horse pursuant to the "Fee Schedule," as set out in **Schedule "B."** Due to changes in feed and employee costs, the Fee Schedule is subject to change without notice to the Owner. Varian Equestrian shall maintain an up-to-date Fee Schedule at its website and refers the Owner to its website for current pricing. (www.varianequestrian.com/feeschedule).

OWNER AUTHORIZES AND GIVES EXPRESS WRITTEN CONSENT TO VARIAN EQUESTRIAN TO CHARGE ALL BOARD IN ADVANCE, AND IN ARREARS FOR SERVICES PERFORMED, INCLUDING APPLICABLE TAXES AND OTHER MISCELLANEOUS CHARGES, PROVIDED TO HORSE, PURSUANT TO THIS AGREEEMENT TO THE ACCOUNT INFORMATION OWNER PROVIDED TO VARIAN EQUESTRIAN.

b. Terms of Payment. Fees for monthly boarding services will be charged in advance due on the first day of each month and Varian Equestrian shall charge Owner's card on file on or around the first day of each month. If for some reason payment is not received, a 10% fee will be charged for all payments received after the 10th day of the month.

3. <u>Lien/ Security Interest in the Horse(s)</u>. To secure the prompt and complete payment, performance, and observance of all existing and future indebtedness and liability of Owner to Varian Equestrian including all obligations under this Agreement and attorney fees and costs incurred by Varian Equestrian in enforcing this Agreement or collecting payment under it (the "Obligations,") Owner hereby grants and assigns to Varian Equestrian a lien upon and a security interest on all of its right, title, and interest in, to, and under the Collateral. For purposes of this Agreement, "Collateral" means all right, title, and interest of Owner now owned or hereafter acquired in and to the Horse(s) or any horse Owner brings on the Ranch and/ or foals on the Ranch. If Owner fails to pay any of its Obligations under this Agreement, Varian Equestrian may exercise all rights and remedies available to a secured creditor after default, including but not limited to the rights and remedies of secured creditors under the California Commercial Code. Varian Equestrian's notice of the time and place of public sale of the Collateral, or the time on or after which a private sale or other disposition of the Collateral will be made, is reasonable if sent to Owner in the manner for giving notice at least 10 days before the public or private sale.

4. <u>Term and Termination</u>. The services provided under this Agreement are on a daily, weekly, monthly, or annual basis as per the fee schedule in Schedule B herein. Monthly and annual boarding Owners and Varian Equestrian shall provide the other with at least thirty (30) days written notice of their intention to terminate this Agreement without cause.

a. <u>Termination by Owner</u>. If the Monthly boarding option is chosen, if Owner terminates this Agreement or vacates the boarding facility with less than thirty (30) days' notice, Owner shall not be entitled to any refund and shall be responsible for any additional fees at the end of the month in which the Owner departed or terminated.



b. <u>Termination by Varian Equestrian</u>. In the event that any of the following occurs, it shall be cause for immediate termination of this Agreement by Varian Equestrian at which time Owner shall not be entitled to any refund. (i) Owner or any of Owner's family members, guests or invitees neglects or mistreats any animal at the Ranch; (ii) Owner fails to remain compliant with the Rules and Regulations of Varian Equestrian; (iii) Owner fails to make any payment within thirty (30) days of the delinquent date; (iv) Owner fails to maintain the required insurance coverage as required hereunder or fails to provide proof of said insurance; (v) Owner fails to provide vaccination certifications for any horse(s) located on the Ranch within five (5) days of written notice by Varian Equestrian.

5. <u>Owner's Obligations</u>. Owner agrees to the following obligations under this Agreement:

a. To comply with all current Rules and Regulations of Varian Equestrian which are attached hereto as **Schedule "C"** and incorporated herein by this reference.

b. Prior to bringing any horse(s) to the Ranch, provide Varian Equestrian with a copy of current vaccination certificates for all horses that will be provided services;

c. To obtain and to provide Varian Equestrian with proof of liability insurance with personal injury and property damage coverage for the Horse with a minimum coverage of \$1 million and name "Varian Equestrian, LLC" as "certificate holder." Owners with horses on property solely for the breeding services provided by the onsite breeding service do not need this insurance.

d. To refrain from destroying, defacing, damaging or removing any property or equipment at the Ranch or permitting any family member, guest or invitee to do the same;

e. Owner agrees not to disturb, annoy, endanger, or interfere with other owners, guests, employees, managers, staff or other horses on the Ranch;

f. Owner shall not use the Ranch for any unlawful purpose, violate any law or ordinance, or commit waste or nuisance in connection with his/her/their use of the Ranch

6. <u>Insurance Requirements.</u> Unless Owner's horse is onsite for breeding purposes only, and will not being ridden at Varian Equestrian Center, Owner agrees to obtain, maintain throughout the Term of this Agreement and to provide Varian Equestrian with proof of liability insurance for any horse being ridden by Owner or any individual who is not an employee of Varian Equestrian with personal injury and property damage coverage with a minimum coverage of \$1 million, and to also name "Varian Equestrian, LLC" as "certificate holder." Note: Owner is not obligated to use Laurel Fowler Insurance Services, (<u>https://www.laurelfowlerins.com</u> 1 (800) 700-6263) but Varian Equestrian suggests this company to meet the insurance obligations under this Agreement. Typical annual premiums are \$225 per horse, and lower if multiple horses are covered under the same policy.

7. Indemnification of Varian Equestrian Center. Owner and its heirs, successors, assigns, agents, guests and invitees agree to indemnify, defend and hold harmless Varian Equestrian and its heirs, successors, assigns, managers, contractors, employees, staff, representatives, organizers, sponsors, tenants, owners, members, shareholders, officers, directors, agents and lenders from any and all liability from and against any and all claims, causes of action, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising in any way from this Agreement for personal injuries, property damage or other losses on the property or in transit or elsewhere, caused by the negligent, willful, or intentional conduct of Owner and its heirs, successors, assigns, agents, guests and invitees.

8. <u>Release of Liability.</u>



a. Owner hereby releases, exonerates, and absolves Varian Equestrian, its heirs, successors, assigns, managers, contractors, employees, staff, representatives, organizers, sponsors, tenants, owners, members, shareholders, officers, directors, agents and lenders, of and from all liability whatsoever and agrees not to sue on account of or in conjunctions with any claim that causes injuries, damages, losses, or expenses (collectively "liabilities") arising out of the uses or presence upon, or in transit to or from, the Ranch and facilities of Owner or Owner's Horse, including without limitation such liabilities as may arise from death, personal injury, property damage, economic loss, including consequential damages.

b. The Owner agrees that Varian Equestrian shall not be held liable for damages to horse of any cause whatsoever, including but not limited to, loss by fire, theft, running away, death, illness, and/or accident. The owner further agrees he/she shall be responsible at all times for any and all acts of animal including, but not limited to damage to the Varian Equestrian's property such as stalls, buckets, lighting, wiring, fencing, etc. and claims, injuries, or loss of life that may be sustained by Owner, his/her family, invitee, agents, or any other persons on their property.

c. The Owner understand that portions of the Western United States are at elevated risk of wildfires throughout the year. Wildfires are, by their nature, fast-moving, unpredictable, and dangerous. Wildfires can change course, forcing the farm to undertake emergency evacuations of horses and, with sufficient time, equipment, from the farm's facilities. Wildfires can bring flames, sparks, and hot objects. However, despite its best efforts, Varian Equestrian cannot guarantee that it can prevent or limit all wildfire losses.

d. The Owner understands that in an emergency situation caused by wildfires in the area where the farm is located, Varian Equestrian, (as well as the farm's employees, agents, contractors, representatives, and/or assistants) will undertake reasonable evacuation and mitigation efforts in good faith to minimize injury to or loss of horses and equipment on the farm's premises and/or in the farm's care, custody, or control. Depending on numerous circumstances during a wildfire – including lack of availability of staff, trailers, trucks, fuel, traffic, visibility, severity of fire conditions, unstable ground or road conditions, risks to humans, and governmental directives restricting access or activity – Varian Equestrian response and mitigation efforts could potentially result in some horses receiving attention, while other horses may not receive attention.

e. The Owner acknowledges and agrees that Varian Equestrian will proceed as reasonably as possible should a wildfire emergency occur that threatens to cross the farm's property. However, I understand that even with the best advance planning, and the best efforts in response to a wildfire, there is never a guarantee that the farm can save every horse on its property and save all equipment on the farm's property.

f. Civil Code 1542 Waiver. This Agreement is intended to be a full general and mutual release, and to constitute a full and final satisfaction, extending to all claims of any nature that may exist between the parties to this Agreement, including, without limitation, claims for damages, claims to or against property and claims for equitable relief, whether known or unknown, suspected or anticipated, unsuspected or unanticipated, arising out of or related to the matters of this Agreement. Owner certifies that he has read, understands and expressly waives the following provisions of California Civil Code Section 1542:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.



9. Assumption of Risk.

a. Owner expressly acknowledges and assumes all risks involved in or arising from the use by owner or owner's horse, or their presence upon, or in transit to or from, the Ranch and facilities, including without limitation: equine related risks, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles/horses/objects, fire or explosion. Owner shall have sole responsibility for maintaining insurance coverage for and with respect to Owner's horse and other personal property, including without limitation appropriate policies of property and liability insurance.

b. Owner acknowledges and accepts the risks and dangers inherent in equine activities including, without limitation the propensity of the horse to behave in ways that may result in an injury or harm to, or the death of persons on or near the horse or result in injury or death to other animals; including Owner's horse, such as bucking, biting, kicking, rearing, shying, falling, or stepping on person or other animals. The unpredictability of a horse's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, collisions with other horses/animals/objects and the potential of another horse owner to not maintain control over his/her horse or horses.

c. Client fully understands, authorizes, and assumes the special risks inherent in boarding, training and transporting horses and acknowledges that mortality and is solely Owner's responsibility. All implied warranties, including fitness, marketability or otherwise, and all special, incidental, and consequential damages are hereby excluded, to the full extent permitted by law. In no event shall Client's remedy exceed the amount of the fee paid for the service complained of. Varian Equestrian and its heirs, successors, assigns, managers, contractors, employees, staff, representatives, organizers, sponsors, tenants, owners, members, shareholders, officers, directors, agents and lenders shall not be liable for any sickness, disease, estray, theft, death or injury that may be suffered by the Horse while in Varian Equestrian's custody, nor for any other loss, damages or injury arising out of or connected with the boarding, training, or other services pursuant to this Agreement, except as required by law.

10. <u>Miscellaneous Provisions.</u> This Agreement is the complete and exclusive agreement of the parties with respect to the subject matter hereof. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors-in-interest to each of the properties mentioned herein. No breach of this Agreement may be waived unless in writing; no waiver of any breach will be deemed as a waiver of any other breach of the same or other provisions. This Agreement shall be governed in all respects by the laws of the State of California. In any action or proceeding connected with this Agreement, the parties consent to the jurisdiction and venue of the Superior Court in and for the County of San Luis Obispo, California. In any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred therein. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Facsimile signatures, e-mail signatures and/or other electronic signatures on this Agreement in portable format or other accessible format (i.e. pdf, .gdf, .gif, .jpeg) shall be deemed and shall be acceptable as evidence of execution without the need for delivery of the original, executed document and shall be treated for all purposes as original signatures.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on said dated as first shown above.

"OWNER"

"VARIAN EQUESTRIAN"



Varian Equestrian, LLC a California limited liability company

Ву:_____

Simon Arkell: Co-Owner

Schedule "A"

By:

Description of Services

Boarding

The boarding services include twice a day feeding, stall cleaning and twice a day horse checks of all horses on the property.

Customized Services

Services can also be tailored to your horse's specific needs as far as transportation, feeding, medications and/or rehabilitation.

Training

Training services from long time Varian trainers Mike Perez, Jaime Hernandez, and Sophie Arkell. Descriptions of services can be found at <u>https://www.varianequestrian.com/training</u>

Clinics

VEC hosts regular clinics which will be announced on our website at www.varianequestrian.com

Trailer Parking

Trailer parking is available in the parking area on Verde Canyon Road across from the Blue Hay Barn. Please park there and not on the main grounds unless it is for drop off or short durations. VEC boarding clients may park at no charge. Non-boarders' trailer parking fee is \$100 per month. **This area is not gated or locked.** VEC will not be responsible for lost property or stolen trailers in this area and it is strongly recommended that Owners secure their trailers including tow hitch locks to reduce the risk of theft.



Schedule "B"

Fee Schedule – Please check the appropriate items. *****THERE WILL BE NO CREDIT OR DEBIT CARD PROCESSING FEES ON ANY BOARD ACCOUNTS.** For more than 6 horses please print additional pages and add those to the boarding agreement. Other services (Ferrier, vet etc.) will be charged at market rates. Owners with 2 or more horses qualify for a 5% discount on all boarding.

Horse #1 Name:			
	 Daily	Weekly	Monthly
Pasture (Students \$495 per month)	\$40	\$224	\$550
Pipe Stall (24x24). (24x48 shared also available – price is per horse)	\$50	\$280	\$700
Shed Row and Meadow Row Box Stalls (inc. shavings)	\$60	\$336	\$800
Clock Barn and Museum Barn Stalls (inc. shavings)	\$75	\$420	\$900
OTHER			
Daily Turnout (5/week; 20/month)	\$10	\$40	\$140
Daily Blanketing	\$5	4	4.5.5
Grass Hay Add-On	\$3	\$20	\$80
Add'l Shavings Platinum Supplement (inc. Service)	\$10 \$5		\$80
Special Grain/Supplements/Meds Admin Fee	\$5	\$28	\$105
Foal Pasture or Paddock (with Mother)	\$10	\$56	\$180
Ground Training (5/week; 20/month)	\$25	\$100	\$350
Conditioning (5/week; 20/month)			\$200
Stallion Collection Fee	\$250		
Stallion Training Collection Fee	\$350		
Horse# 2 Name:	– Daily	Weekly	Monthly
		· · · · ·	
Pasture (Students \$495 per month)	\$40	\$224	\$550
Pipe Stall (24x24). (24x48 shared also available – price is per horse)	\$50	\$280	\$700
Shed Row and Meadow Row Box Stalls (inc. shavings)	\$60	\$336	\$800
Clock Barn and Museum Barn Stalls (inc. shavings) OTHER	\$75	\$420	\$900
Daily Turnout (5/week; 20/month)	\$10	\$40	\$140
Daily Blanketing	\$5	<i>Ş40</i>	<i>9140</i>
Grass Hay Add-On	\$3	\$20	\$80
Add'I Shavings	\$10		
Platinum Supplement (inc. Service)	\$5		\$80
Special Grain/Supplements/Meds Admin Fee	\$5	\$28	\$105
Foal Pasture or Paddock (with Mother)	\$10	\$56	\$180
Ground Training (5/week; 20/month)	\$25	\$100	\$350
Conditioning (5/week; 20/month)	ćaro 🗌		\$200
Stallion Collection Fee Stallion Training Collection Fee	\$250 \$350		
	\$550 <u> </u>		
Horse# 3 Name:	– Daily	Weekly	Monthly
	,		
Pasture (Students \$495 per month)	\$40	\$224	\$550
Pipe Stall (24x24). (24x48 shared also available – price is per horse)	\$50	\$280	\$700
Shed Row and Meadow Row Box Stalls (inc. shavings)	\$60	\$336	\$800
Clock Barn and Museum Barn Stalls (inc. shavings)	\$75	\$420	\$900
OTHER Delik Terrer (5 (and 20 (and th)	ć10	ć 10	ć1.40
Daily Turnout (5/week; 20/month)	\$10	\$40	\$140
Daily Blanketing Grass Hay Add-On	\$5 \$3	\$20	\$80
Add'I Shavings	\$10	<i>\$</i> 20	<i>980</i>
Platinum Supplement (inc. Service)	\$5		\$80
Special Grain/Supplements/Meds Admin Fee	\$5	\$28	\$105
Foal Pasture or Paddock (with Mother)	\$10	\$56	\$180
Ground Training (5/week; 20/month)	\$25	\$100	\$350
Conditioning (5/week; 20/month)			\$200
Stallion Collection Fee	\$250		
Stallion Training Collection Fee	\$350		



lorse #4 Name:	 Daily	Weekly	Monthly
	Duny	WEEKIY	wontiny
Pasture (Students \$495 per month)	\$40	\$224	\$550
Pipe Stall (24x24). (24x48 shared also available – price is per horse)	\$50	\$280	\$700
Shed Row and Meadow Row Box Stalls (inc. shavings)	\$60	\$336	\$800
Clock Barn and Museum Barn Stalls (inc. shavings)	\$75	\$420	\$900
OTHER			
Daily Turnout (5/week; 20/month)	\$10	\$40	\$140
Daily Blanketing	\$5		
Grass Hay Add-On	\$3	\$20	\$80
Add'l Shavings	\$10		_
Platinum Supplement (inc. Service)	\$5		\$80
Special Grain/Supplements/Meds Admin Fee	\$5	\$28	\$105
Foal Pasture or Paddock (with Mother)	\$10	\$56	\$180
Ground Training (5/week; 20/month)	\$25	\$100	\$350
Conditioning (5/week; 20/month)			\$200
Stallion Collection Fee	\$250		
Stallion Training Collection Fee	\$350		
lorse #5 Name:			
erse #5 Humer	Daily	Weekly	Monthly
Pasture (Students \$495 per month)	\$40	\$224	\$550
Pipe Stall (24x24). (24x48 shared also available – price is per horse)	\$50	\$280	\$700
Shed Row and Meadow Row Box Stalls (inc. shavings)	\$60	\$336	\$800
Clock Barn and Museum Barn Stalls (inc. shavings)	\$75	\$420	\$900
OTHER			
Daily Turnout (5/week; 20/month)	\$10	\$40	\$140
Daily Blanketing	\$5		
Grass Hay Add-On	\$3	\$20	\$80
Add'l Shavings	\$10		
Platinum Supplement (inc. Service)	\$5		\$80
Special Grain/Supplements/Meds Admin Fee	\$5	\$28	\$105
Foal Pasture or Paddock (with Mother)	\$10	\$56	\$180
Ground Training (5/week; 20/month)	\$25	\$100	\$350
Conditioning (5/week; 20/month)	. —		\$200
Stallion Collection Fee	\$250		
Stallion Training Collection Fee	\$350		
lorse #6 Name:			
	Daily	Weekly	Monthly
Pasture (Students \$495 per month)	\$40	\$224	\$550
Pipe Stall (24x24). (24x48 shared also available – price is per horse)	\$50	\$280	\$700
Shed Row and Meadow Row Box Stalls (inc. shavings)	\$60	\$336	\$800
Clock Barn and Museum Barn Stalls (inc. shavings)	\$75	\$420	\$900
OTHER			
Daily Turnout (5/week; 20/month)	\$10	\$40	\$140
Daily Blanketing	\$5		
Grass Hay Add-On	\$3	\$20	\$80
Add'l Shavings	\$10		
Add i Shavings	\$5		\$80
Platinum Supplement (inc. Service)		\$28	\$105
-	\$5	7	
Platinum Supplement (inc. Service)	\$5 \$10	\$56	\$180
Platinum Supplement (inc. Service) Special Grain/Supplements/Meds Admin Fee			
Platinum Supplement (inc. Service) Special Grain/Supplements/Meds Admin Fee Foal Pasture or Paddock (with Mother)	\$10	\$56	\$180
Platinum Supplement (inc. Service) Special Grain/Supplements/Meds Admin Fee Foal Pasture or Paddock (with Mother) Ground Training (5/week; 20/month)	\$10	\$56	\$180 \$350



Schedule "C"

Rules and Regulations

The Owners and their family members, guests and invitees are required to always abide by the following rules and regulations. Anyone who is not compliant with these rules and regulations is cause for termination of their Agreement with Varian Equestrian.

- 1. No improper conduct, obscenities, verbal or physical threats will be tolerated. Actions by any person of any nature on the Ranch and/or on social media, or towards Owners, their family members, guests which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. These include noise, intoxication, quarreling, any form of harassment, threats, picketing, fighting, offensive or abusive language or rowdy and mischievous behavior.
- 2. For reasons of safety and public policy, the Participant acknowledges and agrees that the possession and/or consumption of illegal drugs and/or alcoholic beverages on Varian Equestrian's premises and facilities are strictly prohibited. Any violation of this policy shall be a cause for immediate removal of the Participant from the premises. Varian Equestrian shall not be responsible for any loss or damage caused by a Participant under the influence of illegal drugs and/or alcoholic beverages in violation of this policy.
- 3. Abuse or harassment of any kind of Varian Equestrian's staff, managers, contractors and employees or hindering them in the performance of their duties is prohibited.
- 4. Horses and any other animal, other than the Horse(s) that are the subject of this Agreement, are prohibited to be brought onto the Ranch by Owner.
- 5. In the event that someone other than the Owner wishes to be in contact or ride the horse, such person must have written permission signed by the Owner to remove or ride the horse, and release of liability must be signed to be on the Ranch.
- 6. Horses must be tied in cross ties or at hitching rails. Horses may not be left unattended when not in their own paddocks, stalls or pastures.
- 7. Owners and their family members, guests and invitees may only be on the Ranch during operating hours. Special arrangements may be made with Varian Equestrian to ride outside of these hours. Owners are responsible for notifying Varian Equestrian if the horse is going to a show, trip, etc. Expected time and date of return is to be conveyed to management as well.
- 8. Varian Equestrian will notify Owners of special and/or private events being held on the Ranch.
- 9. Individuals under the age of 12 must wear a helmet when on horseback on the Ranch. Varian Equestrian strongly recommends individuals under the age of 18 to use helmets. Varian Equestrian requires any rider under the age of 18 to be supervised by an adult.
- 10. No Owner is to feed additional hay or grain belonging to Varian Equestrian. Owner may supply their own additional hay, grain, or supplements. Varian Equestrian is not responsible for the wellbeing of any animal receiving amounts of feed determined unsuitable by Varian Equestrian.



Schedule D

Please upload the below information into our Wise Option software or fill in the below:

Please give dates of Horse's last annual booster, or all dates of series, if applicable

Influenza*	Tetanus Toxoid*	Rabies*			
Enceph*	Rhino*	Strangles*			
Booster Series	West Nile Virus				
Neg. Coggins	Date last wormed*				
Wormer Used					
Frequency of deworming					
 To your knowledge, has your Horse ever had an allergic reaction to: 					
vaccination; deworming; antibiotics;					
Other:					
If so, please explain (include dates and drugs used in treatment)					
• Your Horse and/or foal can be included in our hoof-care program, i.e., trimming all around every 6-8					

weeks for horse and every 4-6 weeks for Foal. Indicate the most recent date of your farrier's services for your:

Horse: _____ Foal: _____

*You may use your own farrier and/or vet for your needs. Please indicate that above.