

## New Client Info Packet



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CHAD MAHAFFEY STABLES (CMS) IS DEDICATED TO EQUESTRIAN TRAINING, RIDING AND SHOWING. SPECIALIZING IN COMPETITIVE SHOW JUMPING AT BOTH THE LOCAL AND "A" CIRCUIT LEVELS, CMS OFFERS YEARS OF EXPERIENCE AND A VARIETY OF SERVICES TO MEET YOUR OBJECTIVES AND REACH YOUR GOALS, REGARDLESS OF YOUR CURRENT RIDING SKILLS OR TRAINING LEVEL OF YOUR HORSE.

THE ITEMS LISTED BELOW CONTAIN GENERAL INFORMATION ON OUR SERVICES AND NECESSARY AGREEMENTS ARE INCLUDED IN THIS NEW CLIENT PACKET FOR YOU TO REVIEW. UPON ESTABLISHING SERVICES WITH CMS, THE ASTERISK MARKED DOCUMENTS MUST BE SIGNED AND RETURNED PRIOR TO INITATING SERVICES:

- SERVICE LIST
- SERVICE PARTNERS
- CLIENT INFORMATION SHEET\*
- RELEASE OF LIABILITY\*
- TRAINING CONTRACT\*
- BARN GUIDELINES
- EQUESTRIAN ACTIVITIES WAIVER, RELEASE, AND INDEMNITY AGREEMENT\*

\*REQUIRED IF MOVING A HORSE INTO FULL TRAINING AT MALIBU VALLEY STABLES

AS A PROFESSIONAL COURTESY, UPON MOVING YOUR HOURSE TO CMS WE WILL CONTACT YOUR PRIOR TRAINER TO OBTAIN INFORMATION ON YOUR HORSE THAT MAY BE RELEVANT TO YOUR TRAINING AND ENSURE ALL DEBT IS FREE AND CLEAR. IF YOU HAVE ANY CONCERNS REGARDING OUR COURTESY CALL, PLEASE NOTIFY ME DIRECTLY IN ADVANCE OF MOVING IN.

I LOOK FORWARD TO A LONG LASTING RELATIONSHIP!

CLISNE

CHAD MAHAFFEY, TRAINER/RIDER

HUNTERS • EQUITATION • JUMPERS • PONIES • LESSONS • SALES



## **SERVICE LIST & RATES**

#### FULL TRAINING AND CARE SERVICES - \$2,500/MONTH (PER HORSE)

#### STALL - \$1,200/MONTH

- INCLUDES HAY (ANY) 2-3X/DAY, SHAVINGS, FLY SYSTEM
- MUCKING 2X/DAY
- COMPLETE MANAGEMENT OF CARE FOR YOUR HORSE

#### FULL TRAINING WITH CARE- \$650/MONTH

- 5-6 TRAINING DAYS
- LESSONS AND TRAINING RIDES TAILORED TO RIDER & HORSE(S) NEEDS
- TRAINING RIDES ON NON-LESSON DAYS
- COMPLETE MANAGEMENT OF CARE FOR YOUR HORSE

#### FULL GROOM CARE - \$550/MONTH

- COMPLETE CARE MANAGEMENT
- TURN OUTS
- TACKING/GROOMING
- BATHING/ROUTINE FACE & LEG CLIPPING, MANE PULLING
- BLANKETING, WRAPPING
- THERAPLATE, ICE BOOTS AND OTHER THERAPY SERVICES

#### BASIC SUPPLIMENTS\*, SUPPLIES AND LAUNDRY SERVICES - \$100/MONTH

#### **ADDITIONAL SERVICES/FEES**

BODY CLIPPING	\$200
DOUBLE FEEDING	\$200
<ul> <li>SCHOOLING RIDE W/GROOMING</li> </ul>	\$100
• LESSON	\$200
• HAUL IN (DAY)	\$150
<ul> <li>NON TRAINING (DAY)</li> </ul>	\$200

\*SUPPLEMENT FEEDING INCLUDES: BRAN MASH, GRAIN, AND PELLETS. ADDITIONAL CHARGES WILL BE APPLIED FOR HORSES THAT REQUIRE EXTRA FEED AND/OR SUPPLIES AT TRAINER'S DISCRETION.

ALL MEDICATIONS ARE AT THE OWNERS EXPENSE AND IF SUPPLEMENTED BILLED ACORDINGLY. SHOW, AND TRAINING HORSES REQUIRE FULL CMS TRAINING AND GROOMING FOR COMPLETE CARE MANAGEMENT.



## **Horse Show Price Sheet**

#### CMS SERVICES FEES

<ul> <li>TRAINING (PER DAY)</li> <li>GROOMING (PER DAY W/BASE GRATUITY INCLUDED)</li> </ul>	\$90 \$85
• SUPPLIES, SETUP AND SHOW EQUIPMENT	\$150 (PER WEEK)
NON TRAINING CLIENTS (GUESTS)	
• TRAINING (CLIENT-PER DAY)	\$150
<ul> <li>GROOMING (PER DAY W/BASE GRATUITY INCLUDED)</li> </ul>	\$85
<ul> <li>SUPPLIES, SETUP AND SHOW EQUIPMENT</li> </ul>	\$250 (PER WEEK)
<ul> <li>DIVISION FEE (HORSE ONLY)</li> </ul>	\$200
INDIVIDUAL ROUND	\$50

\* SHOW FEES INCLUDING, BUT NOT LIMITED TO, FEED, BEDDING, AND GENERAL SUPPLIES TO BE SPLIT BETWEEN ALL SHOWING CMS HORSES.

\*\* ALL MEDICATIONS ARE AT THE OWNERS EXPENSE AND IF SUPPLEMENTED, BILLED ACORDINGLY.

#### **OUTSIDE SERVICE FEES**

- OFFICE CHARGES
  - VARRY BY VENUE, DIVISION, HORSE, RIDER
- BRAIDING
  - \$90/DAY, \$50 SUPPLY FEE, \$30 MANE PULL
- HAULING (APPROX. ESTIMATES ~ VARIES BY LENGTH OF STAY, DISTANCE, ETC.)
  - HANSEN DAM/LAEC
    - o **\$250 \$350**
  - THE OAKS/SHOWPARK
    - \$450 (SUBJECT TO CHANGE)
    - THERMAL
      - \$650 (SUBJECT TO CHANGE)
  - TEMECULA
    - \$550 (SUBJECT TO CHANGE)
- HOTEL

•

- VARIES BY VENUE
- ALL CLIENTS TO SPLIT COST OF TRAINER AND GROOM LODGING

\*NOTE: ALL OUTSIDE FEES ARE APPROXIMATE AND SUBJECT TO CHANGE.

4/19/2022

CHAD MAHAFFEY STABLES, INC.



## SERVICE PARTNERS

#### **INITIAL POINT OF CONTACT**

310.496.9005 - malibuvalleystables@gmail.com

#### BOOKKEEPING

MICHELE BORRE mborre123@yahoo.com

#### CHIROPRACTOR

DR. KEN BELSLY

760.310.9448 - kbelsly@gmail.com

#### **CMS TRAINING CONTACT**

CMS ADMIN 213.819.2447 – chadmtraining@gmail.com

#### EQUINE INSURANCE SERVICES

DONNA PARKER, PARKER GENERAL INSURANCE - 818.321.2651 KAREN MONROE, AON INSURANCE SERVICES - 818.321.5383

#### FARRIER & PODIATRY SERVICES

SHANE TOGAMI - CALIFORNIA EQUINE PODIATRY CENTER P.O. BOX 1056 - SOLVANG, CA 93464 - 877.805.2372

#### **FEED & SUPPLEMENTS**

BEST VALLEY FEED (ROUTINE DELIVERS TO MALIBU VALLEY STABLES)

#### **HAULING & TRANSPORTATION**

RICHIE (EMERGENCY 24/7 TO WEST COAST EQUINE) 818.357.8294

#### LASER TREATMENT

DENISE LEEPER 661.857.5205

#### **RIDING APPAREL AND TACK**

CALABASAS SADDLERY - 818.591.0292

VALENCIA DADDLERY - 818.834.5500

#### SCHEDULING & CANCELLATIONS

818.918.1799 - chadmstables@gmail.com

#### **VETERINARY CARE**

DR. JOSH HALL – ANACAPA EQUINE 561.313.4515

DR. KENT SULLIVAN - WEST COAST EQUINE 4310 SAND CANYON ROAD - SOMIS, CA 93066 - 805.396.7151

#### CMS CLIENT/HORSE INFORMATION SHEET

GENERAL INFORMATION:	
Owner's Name	_Phone No. (H)(C)
Address:	
Horse's Name	_Horse's USEF #:
AgeColor	_Breed
Anticipated Arrival Date	_Microchip:
Does horse have any dangerous propensities? If yes, please	describe:
MEDICAL HISTORY OF HORSE:	
Injections	_Frequency
Suspensory/Tendon	_When
Colic	_When
Medications	
Allergies, if known	
Other	
Date of last worming	_
FEEDING PROGRAM	
AM FeedingPM Feeding	Lunch Feeding
Supplements	
Pellets	_Amount
Known Allergies to Feeds	
Special Care Requirements	
Habits	

#### EMERGENCY AND INSURANCE

To be Contacted in Case of Emergency, If Owners Cannot be Reached

Name		Phone		
Is Horse Insured?				
Insurance Carrier				
Carrier's Address				
	Street	City	State	Zip
Insurance Contact fo	or Emergencies		Phone	
Veterinary Emergen	cy Contact Name		Phone	
BILLING INFORMAT	ION			
Name of Person or B	usiness			
Please Bill the Sa	me Address Reflected	l Under General		
Information Phone <u>(</u>	Н)	(C)		
Email Address				
Address				
Street		City	State	Zip
Please email copie	es of all invoices to the b	illing email address.		
Please email copie	es of all invoices to the fo	ollowing email address(es):		
I have read and reviewed the Chad Mahaffey Stables Services List and Understand that Payment is due by the 5th of each month. I understand that a late fee of \$50.00 will be applied for any payment not received by the 7 <sup>th</sup> of each month. If payment is not received by the 10 <sup>th</sup> of the month, my credit card on file will be charged and I am responsible for all fees and charges incurred.				
Owners Initials				
This horse is/is not c	considered a surgical c	andidate in the event of colic o	or serious illness (select or	ne).
🗆 Is				
□ Is Not				
Owners Initials				

#### **TRAINING CONTRACT**

WITNESS THIS AGREEMENT this \_\_\_\_\_day of \_\_\_\_\_, 2021, by and between CHAD MAHAFFEY STABLES Inc. (CMS), hereinafter referred to as "Trainer" and \_\_\_\_\_\_, hereinafter referred to as "Owner," and if Owner is a minor, Owner's parent or guardian. Trainer agrees to acceptOwner's horse \_\_\_\_\_\_, for training, and it is the plan and intention of the Owner to place this horse into training. It is understood and agreed that the events or purpose for which the horse as above-described is accepted for training are as follows:

Fees, Term, and Location. Owner shall pay the Trainer for professional services and care as described below, the fee of <u>\$2500</u> per month or \$125 per day, for training services for a minimum of <u>N/A</u> months. All fees for training shall be payable thirty (30) days in advance. Changes in monthly rates or other charges are subject to alteration upon thirty (30) days notice to Owner. All expenses incurred for veterinarians, shoeing, or other out of pocket cost shall be billed after the incurrence thereof upon the next billing by Trainer.

2. <u>Payment of Invoices</u>. Invoices are payable upon receipt. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from Trainer's possession until all expenses are paid in full. In the event payment is overdue by fifteen (15) days, Trainer shall be entitled to a lien against the horse and/or equipment stored upon Trainer's premises in the full amount due. Enforcement of said lien shall be at the discretion of Trainer who may sell the horse and/or equipment for amounts outstanding in accordance to the appropriate laws of the State of California. Monthly training invoices will be invoiced via email in advance of the upcoming month and are due by the 5th. A late fee of \$50 will be charged if payment is not received by the 7th. If payment is not received by the 10<sup>th</sup>, the credit card on file will be charged and Owner will be held responsible for all fees and charges incurred.

3. <u>Veterinarian, Shoeing and Related Services</u>. Trainer assumes responsibility for arranging veterinarian and farrier services as necessary. Trainer will use a veterinarian and farrier of his choice to provide ordinary and necessary care. All veterinarian, farrier and medicine expenses shall be paid by Owner, as further described herein. Owner agrees to provide Trainer with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule. Trainer is authorized to arrange for such treatment, such expense for same shall be the obligation of Owner, and upon presentation by Trainer of the bill for such services rendered, including service charges, such bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner. Trainer reserves the right to refuse any horse upon the premises if same does not appear to Trainer to be in good health, or is deemed dangerous or undesirable.

4. <u>Training of Horse</u>. The Trainer shall train horse and perform all services in accordance with generally accepted professional standards. Trainer cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal on the individual physical and mental ability of each horse. Trainer shall oversee all labor, ensure suitable facilities and care for horse in an adequate manner with feed being determined by the Trainer. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof. Owner shall submit a fully completed Owner's Information Sheet for each horse on the premises belonging to Owner within forty eight (48) hours of delivery.

5. <u>Showing of Horse</u>. Unless specifically advised by the Owner not to exhibit said horse, Trainer shall, at Trainer's discretion, have the horse shown at the horse shows of his choice. When professional horse transportation services are utilized, Owner agrees to pay all said applicable charges. Owner shall pay for any and all entry fees, ground fees, stall and bedding fees, or other related charges incurred while horse is being shown or transported, including any and all lay over charges in transit. This consists of \$90.00 Training and \$85.00 Grooming per day and/or an allocation of the horse Owner's prorated expenses for ALL horses being shown by Trainer at the time said expenses were incurred in order to reimburse Trainer for Trainer's and Trainer's employee's expenses, costs of grooms and related expenditures incurred while away from the Farm. There will be no short-term discounts for away shows where additional expenses are incurred for Trainer, Trainer's employees, or other non-local staff.

The CMS Barn Guidelines reflects all items required by the rider and/or horse(s) for competition. New clients will have three months to purchase any items necessary for competition. After three months from this contract date, any necessary items required by CMS for competition will be automatically rented for \$50/item/event and billed to the client.

All invoices for services either managed by or overseen by CMS will be billed within two weeks of competition and require payment in full before the horse leaves for the respective event. Cancellations within a week of the event will be subjected to the full invoice amount as well as any additional cancellation fee's charge by the respective competition.

6. <u>Purchase, Sale and Leasing of Horse(s).</u> CMS will charge a standard 10% commission for any horse(s) purchased, sold, or leased, priced over \$50,000 by or through CMS. CMS will charge a standard 15% commission for any horse(s) purchased, sold, or leased, priced under \$50,000 by or through CMS. Client shall pay for any and all charges incurred while a CMS agent is off-site either looking for or representing the horse(s). A day fee of \$200 may be charged for all off-site trials to assist with covering the costs of being away from the barn.

7. <u>Death of Horse</u>. It is hereby agreed that in the event of the death of the horse, sale of the horse, or if the horse becomes unfit to train, Trainer has the option of accepting another horse, in accordance with this condition set forth herein within seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees.

8. <u>Feed, Facilities, and Services</u>. Trainer agrees to oversee adequate feed supplied by the facility, provide supplemental feeding at an additional cost, and facilities for normal and reasonable care required to maintain the health and well being and development of the animals in training. Owner acknowledges Owner has inspected the facilities and finds same in safe and acceptable order.

9. <u>Risk of Loss and Standard of Care</u>. During the time that the horse(s) is/are in custody of Trainer, Trainer shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding/training of said horse(s), except in the event of negligence on the part of Trainer, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Trainer's premises.

The Owner fully understands that Trainer does not carry any insurance on any horses not owned by it for boarding/training or for any other purpose, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding/training or for any other reason for which the horse(s) in the possession of, and on the premises of Trainer are to be borne by the Owner.

The standard of care applicable to Trainer is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall Trainer be held liable to Owner for equine death or injury in an amount in excess of Five

Thousand Dollars (\$5,000) per animal. Owner agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at Owner's expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000). Owner agrees to disclose this entire agreement to Owner's insurance company and provide Trainer with the company's name, address and policy number. Failure to disclose insurance information shall be at Owner'srisk.

10. <u>Inherent Risks and Assumption of Risk</u>. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. 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.

#### WARNING

You are advised that there are inherent risks, including the risk of serious injury or death, while engaging in equine activities. By engaging in equine activities and in accordance with the terms of this agreement you hereby assume all risks of injury or death.

11. <u>Hold Harmless</u>. Owner agrees to hold Trainer harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone, and defend Trainer from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Trainer. Trainer reserves the right to notify owner within seven (7) days of the horse's arrival if said horse, in Trainer's opinion, is dangerous, untrainable, unhealthy, handicapped, or otherwise unfit for training. Upon such notification, Owner shall remove said horse within seven (7) days, and all expenses incurred for the horse's stay shall be paid prior to departure. Upon payment of all fees, this contract shall be deemed terminated.

12. <u>Emergency Care</u>. Trainer agrees to attempt to contact Owner should Trainer determine veterinary treatment is needed for said horse(s), but, if Trainer is unable to contact Owner, Trainer is then authorized to secure emergency veterinary, and farrier care required for the health and well being of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Trainer is authorized, as Owner's agent, to arrange direct billing to Owner.

Trainer shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic, or other life threatening illness, unless Trainer is instructed herein by Owner or on Owner's Information Sheets, that the horse(s) is/are not surgical candidates.

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

13. <u>Limitation of Actions</u>. Any action or claim brought by Owner against Trainer for breach of this Contract or for loss due to negligence must be brought within one (I) year of the date such claim or loss occurs.

14. <u>Changes or Termination of This Agreement</u>. It is agreed by the Parties that this Agreement may be changed or terminated by Trainer upon thirty (30) days notice, regardless of the rental or training period. All notices must be issued in writing unless otherwise agreed upon by the parties. Email notifications to the billing email address on file with CMS or updated New Client Packets reflecting the updated rate schedule located in the Trainer's office or on the barn website cmstables.com shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Trainer.

15. <u>Rules and Regulations</u>. The Owner agrees to abide by all the rules and regulations of the Trainer noted in the CMS Barn Guidelines. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

16. <u>Right of Lien</u>. The Owner is given notice that Trainer 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 such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, Trainer will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s.) In the event Trainer exercises Trainer's lien rights as above described 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 Trainer's representatives setting forth the material facts of the default and foreclosure as well as Trainer's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.

17. <u>Property and Equipment</u>. Owner may store certain tack and equipment on the premises of Trainer at no additional charge to Owner. However, Trainer shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at the facility as same is stored at the Owner's risk. Trainer shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Owner is responsible for all equipment used and the upkeep and replacement of any and all items used on the respective horse(s).

18. <u>Entire Agreement</u>. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of Trainer's stable, and shall be enforced and interpreted in accordance with the laws of said State.

19. <u>Enforceability of Contract and Severability</u>. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

I certify that I have read and reviewed the Chad Mahaffey Stables, Inc. Service List and am aware of all service fees I may be billed based on my needs.

Initial:

I certify that I have read and reviewed the Chad Mahaffey Stables, Inc. Barn Guidelines and understand that my conduct and cooperation are essential to maintaining a fitting business relationship with a Horse Show Barn and the image it must maintain.

Initial:

Billing email:	
Contact Phone:	
OWNER (OR AUTHORIZED AGENT)	
By: OWNER'S PARENT OR GUARDIAN (IF MINOR)	
NAME OF MINOR (IF APPLICABLE)	
CHAD MAHAFFEY STABLES	
By:	
NAME/TITLE	



OUR IMAGE IS KEY TO OUR SUCCESS AS A TEAM. THE FOLLOWING LIST OUTLINES THE BARN REQUIREMENTS PERTAINING TO EQUIPMENT AND RIDING ATTIRE. PLEASE NOTE, ANY NEW EQUIPMENT PURCHASED SHOULD BE IN BARN COLORS (BURGUNDY, NAVY AND BEIGE).

#### BARN EQUIPMENT AND ATTIRE

HALTERS/LEADS WORK OUT PADS/POLO'S NAME PLATES FRONT OR HIND BOOTS BLANKETS/DAY SHEETS

- BROWN LEATHER WITH BLACK NYLON
- BLACK

- CHROME, BEVELED EDGE, TIMES ROMAN

- SUFFICIENT TENDON SUPPORT, SUBJECT TO APPROVAL
- OFFERED THROUGH EQUITEX & BACK ON TRACK "CMS"

#### ATTIRE:

- PADDOCK BOOTS AND ½ CHAPS OR TALL BOOTS
- RIDING BREECHES
- SHIRTS WITH SHOULDERS COVERED AND TUCKED IN (NO BELLY BUTTON SHOWING)
- BLACK GLOVES
- APPROVED HELMET (BLACK FOR COMPETITIVE RIDERS)
- CMS JACKETS AND SPORTSWEAR

#### **HORSE SHOW EQUIPMENT AND ATTIRE -** *REQUIRED FOR COMPETING CLIENTS WITH CMS APPROVAL PRIOR TO PURCHASE*

SHIPPING BANDAGES	- WHITE OR BLACK "BACK ON TRACK" BANDAGES
STABLE SHEETS	- BLACK ORDERED THROUGH "BACK ON TRACK"
DRESS SHEETS	- ORDERED BY CMS DIRECTLY - EQUITEX
SCRIM SHEET OR KNIT	- ORDERED BY CMS DIRECTLY - EQUITEX
FRONT OR HIND BOOTS	- BROWN LEATHER, OPEN FRONT - CALABASAS SADDLERY
TACK BOXES	- ORDERED THROUGH CALABASAS SADDLERY

#### ATTIRE:

- HUNT COAT (APPROVED BY CMS TRAINER). MUST BE DARK FOR EQUITATION RIDERS.
- TAN BREECHES, WHITE FOR CLASSIC'S & DERBIES (MEN). GREY OPTION FOR JUMPER RIDERS.
- BLOUSE WITH WRAP OR SNAP COLLAR (LADIES), DRESS SHIRT AND TIE (MEN).
- BLACK LEATHER BOOTS, GLOVES AND HELMET (HAIR IN HAIR NETS AT ALL TIMES).

• REMEMBER TO PRESENT YOURSELF RESPECTFULLY WHEN RIDING WITH CMS AT ALL TIMES. •

## CHAD MAHAFFEY STABLES, INC BOARDING AGREEMENT

THIS EQUESTRIAN CENTER BOARDING AGREEMENT (this "**Agreement**") is made and entered into as of \_\_\_\_\_\_, by and between Chad Mahaffey Stables, Inc., 2200 Stokes Canyon Road, Calabasas, California 91302 ("**CMS**") and

\_\_\_\_\_("Owner").

CMS and Owner hereby agree as follows:

1. **Fees and Location**. In consideration of the payment of the "**Boarding Fee**" (as described on <u>Exhibit "A"</u> to this Agreement) to be paid by Owner to CMS, CMS agrees to board the horse described in Section 2 of this Agreement (the "**Horse**") at the facilities operated by CMS and generally located along Stokes Canyon Road in Calabasas, California. CMS reserves the right to change the Boarding Fee upon thirty (30) days written notice to Owner. The boarding shall commence

on\_\_\_\_\_(*insert first day of boarding*). The Boarding Fee shall be paid in advance on the first (1st) day of each calendar month during the term of this Agreement.

In addition to the security deposit specified in Section 3 of this Agreement, prior to delivery of the Horse to CMS, Owner shall pay CMS the following amount:

(a) If the commencement date of the boarding is the first (1st) day of a calendar month, a sum equal to the first (1st) full calendar month's Boarding Fee.

(b) If the commencement date of the boarding is other than the first (1st) day of a calendar month but <u>prior</u> to the fifteenth (15th) day of a calendar month, a sum equal to a pro rata amount of the Boarding Fee for the first partial calendar month.

(c) If the commencement date of the boarding is other than the first (1st) day of a calendar month but <u>after</u> the fifteenth (15th) day of a calendar month, the sum of (i) a pro rata amount of the Boarding Fee for the first partial calendar month; and (ii) the first (1st) full calendar month's Boarding Fee.

#### 2. <u>Description of Horse</u>.

<u>Name</u>		<u>Sex</u>	Age
<u>USEF</u>		Microchip	
<u>Color</u>	Height	Markings	Breed and Reg. No.
Insured		Va	lue:
[If not incured indice	te "net incured" add emount e	fourrent incurable value	

[If not insured indicate "not insured" add amount of current insurable value]

3. <u>Security Deposit</u>. Prior to the delivery of the Horse to CMS, Owner shall deposit the sum equivalent to one month of the Training Fee (the "Security Deposit") with CMS as security for Owner's faithful performance of Owner's obligations under this Agreement. If Boarding Fee increases during the term of this Agreement, Owner agrees to increase Security Deposit by the same proportion as the increase in the Boarding Fee. In the event of a default by Owner in the performance of any of Owner's obligations under this Agreement, CMS shall be entitled, but shall not be obligated, to draw upon the Security Deposit to cure such default. In the event that CMS elects to draw upon the Security Deposit to cure a default of Owner, Owner shall, within ten (10) days after written demand therefor, promptly replenish any portion of the Security Deposit so drawn up by CMS. Upon Termination of this Agreement, such portion of the Security deposit as may not have previously been drawn upon by CMS to secure a default shall be refunded to Owner not later than fifteen (15) day after the effective date of termination.

4. **Late Charges.** The parties hereto acknowledge that it would be impractical or extremely difficult to fix the amount of extra expenses involved in handling a delinquent payment if such payment is not made when due. Monthly boarding invoices will be invoiced via email in advance of the upcoming month and are due by the 5th. A late fee of \$50 will be charged if payment is not received by the 7th. If payment is not received by the 10<sup>th</sup>, the credit card on file will be charged and Owner will be held responsible for all fees and charges incurred. Owner agrees that the foregoing late payment fees are a reasonable estimate of the extra expense and labor CMS will incur if there is a late payment. The foregoing is not intended nor should it be construed to in any way limit the rights of CMS under this Agreement, or otherwise, to compel prompt performance hereunder or to exercise any other right or remedy to which CMS is lawfully entitled.

5. <u>Feed and Facilities</u>. CMS agrees to provide adequate feed, water, and facilities for normal and reasonable care required to maintain the health and well being of the Horse. CMS shall feed the type of hay to the Horse which coordinates with the Boarding Fee option chosen by the Owner from <u>Exhibit "A"</u>. No vitamin supplementation will be given to the Horse by CMS. Owner retains the right to personally provide vitamin supplementation to Owner's Horse.

Emergency Care. CMS shall have all reasonable authority and discretion with 6. respect to the keeping, maintenance, care, management and supervision of the Horse. CMS shall have the right to have the Horse examined, and provide treatment of any condition (including, without limitation, surgical procedures), by a qualified veterinarian selected by CMS, when, in the opinion of CMS personnel such examination and treatment is necessary or desirable, subject to the instructions provided by Owner on the Emergency Care Instruction Sheet, attached hereto as Exhibit "B". CMS will attempt to contact Owner at the telephone number shown below regarding proposed extraordinary veterinarian decisions or actions, but CMS's failure for any reason to contact Owner shall in no way abrogate the authority and discretion hereinabove granted. However, the parties acknowledge that CMS has no duty to secure such emergency care and shall have no liability to Owner or to any other party for failure to secure such care. The cost of any such examination and treatment shall be paid by Owner within ten (10) days after Owner receives and invoice from CMS reflecting the amount of such costs. The parties further agree that in lieu of paying such costs on Owner's behalf, CMS is hereby authorized by the Owner to arrange for direct billing to Owner by the providers of such care. In the event the Horse is found to suffer from infection or disease, or have a disposition, which in the opinion of Farm personnel constitutes a risk to the health and safety of other animals on CMS or to Farm personnel, upon request of CMS, Owner agrees to promptly remove such Horse, and CMS reserves the right to return the Horse to the Owner at Owner's sole expense.

A list of the Outside Providers used by CMS as of the date of this Agreement is attached as <u>Exhibit "C"</u>. CMS reserves the right to change the Outside Providers it uses at any time in its sole and absolute discretion without notice to Owner.

7. **Risk of Loss.** Owner expressly assumes and shall singularly bear the entire risk of loss and damage to the Horse from any and every cause whatsoever. CMS shall not be liable to Owner for any sickness, disease, theft, injury, or death which may be suffered by the Horse, except to the extent that any such condition may be caused by the active negligence or willful misconduct of CMS. Owner expressly assumes and shall singularly bear all responsibility and risk to Owner and Owner's family members, relatives, contractors, agents, employees, guests and invitees while participating or engaging in equestrian activities or any other activities on the property of CMS or any property on which CMS boards horses or conducts its operations. Owner agrees to indemnify, protect, defend, and hold harmless Brian Boudreau, Robert K. Levin, Malibu Canyon L.P., Spectrum Development, Inc., Diamond West Realty, Inc. and CMS and their respective officers, directors, shareholders, employees, and agents (and each of them) from and against any and all claims, losses, proceedings, damages, causes of action, liability, cost, or expense (including, without limitation, attorneys' and expert witness fees and expenses), which arise out of, result from, or are in any way related to any act, omission, or negligence of Owner or Owner's family members, relatives, contractors, agents, employees, guests or any damage or injury caused by the Horse.

8. **Insurance**. CMS will carry no insurance on any Horse or other animals subject to this Agreement. Owner/Lessor/Lessee is responsible for maintaining any and all insurance on each Horse. Unless the Horse's insurance information is included in the Emergency Instructions attached as <u>Exhibit "B"</u>, and the form is returned to CMS, CMS will assume that the Horse is uninsured.

9. <u>Waiver, Release and Indemnity</u>. Owner agrees that prior to the entry by Owner or any of Owner's family members, relatives, contractors, agents, employees, guests or invitees on the facilities operated by CMS (including without limitation, any riding or caretaking by any such person of Owner's horse(s) on property which is part of, or adjacent to, such facilities), Owner shall obtain from each such person and deliver to CMS's farm manager, a signed original of an *"Equestrian Activities Waiver, Release and Indemnity Agreement"* (the CMS Release), attached hereto as <u>Exhibit "D"</u>. Blank copies of the CMS Release will be provided to Owner upon request to CMS's farm manager. No family member, relative, contractor, agent, employee, guest to invitee of Owner will be allowed on the CMS facilities unless a signed original of the CMS Release covering such person has been delivered to CMS's farm manger. THERE WILL BE NO EXCEPTIONS TO THIS REQUIREMENT. IT IS OWNER'S RESPONSIBILITY TO ENSURE THAT EACH OF OWNER'S FAMILY MEMBERS, RELATIVES, CONTRACTORS, AGENTS, EMPLOYESES, GUESTS OR INVITEES HAS COMPLETED AND SIGNED THE CMS RELEASE.

10. **Representation and Warranties of Owner**. Owner hereby represents and warrants to CMS that: (a) Owner has absolute title to the Horse, subject to no other liens, encumbrances, or claims of third parties, either express or by law; (b) Owner has the authority to enter into this Agreement; and (c) the Horse is healthy and current on vaccinations for West Nile, Tetanus, Flu/Rhino, or other routine vaccinations per veterinary or USEF recommendation and has received regular worming care. Owner further agrees to provide a copy of the Horse's most recent exam and current health history with this Agreement as well as provide at any time upon the request of CMS.

11. **Default.** Owner shall be deemed in default under this Agreement if (a) Owner shall fail to pay when due any fee, cost, charge, or other amount provided in this Agreement; (b) any representation or warranty of Owner in this Agreement shall prove to have been false or incorrect in any material respect on the date made; or (c) Owner fails to perform any other of Owner's obligations under this Agreement. In the event of default by Owner, CMS shall have the right to exercise any one or more of the following remedies, in addition to any other remedy which may be provided by applicable law:

(i) To sue for and recover, without termination of this Agreement, all fees, costs, charges, and other payments then due, together with interest thereon at the rate of 1.5% per month (or, if lesser, the maximum rate permitted by applicable law) from the date any such payment was due to CMS by Owner;

(ii) To terminate this Agreement and to thereafter sue for and recover all fees, costs, charges, and other payments then due, together with interest thereon at the rate of 1.5% per month (or, if lesser, the maximum rate permitted by law) from the date any such payment was due to CMS by Owner; and

(iii) To exercise any and all rights which CMS may be entitled to exercise under applicable law, including, without limitation, any rights that CMS may have as a person entitled to a lien on the Horse pursuant to the provisions of California Civil Code, §3080, et seq.

12. **Possessory Lien**. Owner acknowledges that CMS has certain possessory lien rights, as set forth in California Civil Code, §3080 et seq to secure performance of all of Owner's obligations under this Agreement and that CMS shall have the right to retain possession of the Horse until all of Owner's obligations under this Agreement have been performed or discharged or otherwise proceed to sell the Horse in accordance with the applicable provisions of the California Civil Code.

13. <u>Termination</u>. Either party may terminate this Agreement for any reason by providing not less than thirty (30) days' prior written notice to the other party. However, termination of this Agreement shall not diminish or terminate any liens that CMS may have on the Horse (under this Agreement or otherwise) for amounts owing by Owner under this Agreement.

14. **Entry on Premises.** At no time shall Owner cause, or attempt to cause, the entry on property owned or operated by CMS of Owner's agents, employees, independent contractors, or tradesmen (including, without limitation, veterinarians and blacksmiths) to perform services, whether medical or otherwise, without first obtaining the consent of CMS.

15. **<u>Rules and Regulations</u>**. Owner shall abide by and observe all policies, rules, and regulations established or adopted by CMS in connection with CMS's boarding of horses and other equestrian activities, whether now in effect or later established or adopted. Owner shall also comply with all federal, state, and local laws, ordinances, and regulations.

#### 16. <u>Miscellaneous</u>.

(a) <u>Notices</u>. All notices, demands, and other communications required or permitted by this Agreement shall be in writing and may be delivered in person to either party or may be sent by registered or certified mail, with postage prepaid, return receipt requested, or delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier service providing overnight delivery, charges prepaid, or may be transmitted by facsimile or electronic mail to the parties to this Agreement at the addresses specified in this Agreement.

Notices sent by registered or certified mail, postage prepaid, with return receipt requested, addressed as provided above, shall be deemed given three (3) days after deposit of same in the United States mail. Notices delivered by overnight service shall be deemed to have been given twenty-four (24) hours after delivery of the same, charges prepaid, to the U.S. Postal Service or private courier. If any notice is sent by facsimile, the same shall be deemed served or delivered within twenty-four (24) hours after the transmission thereof. Any notice or other document sent or delivered in any other manner shall be effective only if and when received.

Notice shall be sent to the addresses below:

To CMS: Chad Mahaffey Stables, Inc. 1236 N Sweetzer Ave, #1 West Hollywood, CA 90069 Attn: CMS Telephone: (310) 428-9253 chadmahaffeystables@gmail.com

To Owner:	
	Telephone:
	Email:

(b) <u>Applicable Law</u>. This Agreement and the obligations of the parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of California, and the venue of any legal proceeding brought with respect to this Agreement shall be the County of Los Angeles, State of California.

(c) <u>Waiver</u>. No consent or waiver, express or implied, by any party hereto of any breach or default by any other party hereto in the performance of his, her, their, or its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of his, her, their, or its rights hereunder. Each of the parties hereto hereby waives, to the fullest extent permitted by law, the benefit of any statutes of limitations affecting his, her, their, or its liability hereunder or the enforcement thereof.

(d) <u>Severability</u>. If any provision of this Agreement or the application thereof to any party hereto or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other parties or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

(e) <u>**Counterparts**</u>. This Agreement may be executed in counterparts and as so executed shall constitute one Agreement.

(f) <u>Headings</u>. Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any of the provisions hereof.

(g) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto; provided however, that Owner may not assign this Agreement or delegate any of Owner's obligations hereunder without the prior written consent of CMS which CMS may withhold in its sole and absolute discretion.

(h) **Legal Fees.** If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, expenses, and other costs incurred in that action or proceeding in addition to any other relief to which he, she, they, or it may be entitled. The right to such attorneys' fees, expenses, and costs shall be deemed to have accrued upon the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. IN WITNESS WHEREOF, CMS and Owner have executed this Agreement as of the date first above written.

"Owner"

"CMS" Chad Mahaffey Stables, Inc

Signature of Owner

By: Chad Mahaffey, Trainer

Printed Name of Owner

### EXHIBIT "A"

## **CMS BOARDING FEES**

#### Standard Box Stall - \$1,200.00

- 1. Horse shall be kept in a CMS stall or paddock as appropriate
- 2. Priority use of jumping arena adjacent to barn (NOTE: Owner does not have priority over CMS personnel or other Owners whose Horse is boarded in same area of CMS facilities
- 3. Stall shall be cleaned by CMS personnel in the morning
- 4. Stall shall be picked by CMS personnel in the afternoon
- 5. CMS personnel shall feed the Horse three times (3x) per day
- 6. CMS shall feel the Horse ORCHARD HAY, TIMOTHY HAY, ALFALFA HAY

CMS has the right to change the Boarding Fee upon thirty (30) days written notice to Owner.

#### EXHIBIT "B"

## **EMERGENCY INSTRUCTIONS**

We will make every attempt to contact you should your horse experience a severe case of colic or serious injury or illness while boarded at Chad Mahaffey Stables (CMS). However, in the event that such an emergency arises which is not able to be handled by our veterinarians at the ranch and we are unable to reach you, it is important that we know in advance your instructions as to the desired treatment of your horse.

Accordingly, please assist us in this regard by completing the simple form below. Check either option 1 or 2; if you check option 2, you must also indicate a monetary limit for treatment.

- I request that the CMS veterinarian do whatever is necessary, <u>regardless of the amount</u> of <u>cost</u> <u>involved</u>, to attempt to save my horse, including shipping the horse to an equine medical clinic for evaluation and/or surgery.
- 2. I request that the cost of treatment be limited to \$\_\_\_\_\_. If in the opinion of the CMS veterinarian such treatment will exceed the above limit, I authorize CMS to have the horse euthanized.

If your horse is insured you may want to review the policy or discuss the matter with your insurance agent to determine your responsibilities in emergency medical care circumstances.

Again, be assured that we will do our best to contact you if your horse has a medical emergency. If we cannot reach you, we will strive to keep the cost of treatment within the limitation, if any, indicated above. However, CMS cannot guarantee that any such limitation will not be exceeded. This form is for informational purposes only and is overridden by the Boarding Agreement or other written agreement which sets forth the rights and obligations of all parties in connection with the boarding and care of your horse.

Insurance Information:

Signature of Owner

Insurance Company

Date

**Insurance Agent** 

Horse Name

Telephone Number

#### EXHIBIT "C"

## **OUTSIDE SERVICE PROVIDERS**

Below is a list of the outside providers that are used by CMS at this time of this Agreement. Please review this list. Unless we hear otherwise, CMS will assume that all outside providers are approved by the Owner. Additionally, please call to set up an account with each of the outside providers so services can be billed directly to you. If accounts are not set up and CMS pays for services for the horse, a twenty percent (20%) service fee will be added to the cost of the services for CMS and passed along to the Owner.

Alamo Pintado Equine Medical Clinic 2501 Santa Barbara Avenue Los Olivos, CA 93441 Phone: (805) 688-6510 Fax: (805) 688-0269

West Coast Equine Hospital 4310 Sand Canyon Rd. Somis, CA 93066 Phone: (805) 386-7151 Fax: (805) 386-7152

Farrier Shane Togami California Equine Podiatry Center Cepc.farrier@gmail.com

Anacapa Equine Dr. Joshua Hall Phone: 561-313-4515 anacapaequine@gmail.com

Chiropractor Ken Belsly Phone: 760-310-9448



#### EQUESTRIAN ACTIVITIES WAIVER, RELEASE, AND INDEMNITY AGREEMENT

NAME OF GUEST[PRINT NAME]	PHONE	
ADDRESS	ZIP CODE	
AGE SEX HE	EIGHT WEIGHT	
E-MAIL ADDRESS	DATE	
PARENT OR GUARDIAN (IF GUEST IS UNDER 18)		
PRIMARY PHONE	SECONDARY PHONE	
ADDRESS	ZIP CODE	

1. The undersigned understands and acknowledges that this is a legal agreement that will either eliminate or severely restrict his/her legal rights and the rights of his/her minor child, heirs, and relatives in case he/she is injured, dies, or is otherwise damaged as a result of participation in equestrian activities at Malibu Valley Stables, Inc. or Chad Mahaffey Stables, Inc. equestrian facilities.

2. The undersigned acknowledges that horseback riding, participation in riding lessons, being near horses, and being at equestrian facilities and on trails is inherently dangerous and involves risk of serious and permanent physical and emotional injury and, in extreme cases, possible death. The undersigned understands that he/she can get thrown, stepped on, kicked, or otherwise injured by his/her own horse or any other horse. The undersigned understands and agrees that he/she rides and participates in horse related activities including riding, feeding, grooming, observing, and merely being in the vicinity of horses at his/her own risk.

**3.** The undersigned, on behalf of all and each of the heirs, executors, administrators, successors, and assigns of the undersigned hereby assumes all responsibility and risk and releases and forever discharges Malibu Valley Stables, Inc., a California corporation, or Chad Mahaffey Stables, Inc., a California corporation and their respective officers, agents, directors, employees, representatives, attorneys, contractors, trainers, and all persons acting by, through, under, or in concert with any of them (collectively, the "Facility") and holds the Facility free and harmless and indemnifies it from any and all, injuries (including death), claims, actions, suits, procedures, costs, expenses, damages, liabilities and causes of action of every kind, known or unknown, of any nature whatsoever (including attorneys' fees and costs) arising out of or connected with (a) the undersigned's participation horseback riding and riding lessons, and related equestrian activities, and any other use of, or attendance at the premises by the undersigned or by any guests of the undersigned; or (b) any acts of horses or any other animal owned by the undersigned, Facility, or any third party.

**4.** The undersigned further agrees that he/she will not sue or make a claim against the Facility for injury, damage, death, or other losses sustained as a result of his/her participation in equestrian activities, use of the Malibu Valley Stables, Inc. premises, merely being on the Facility property, or injury to the undersigned's horse(s).

**5.** The undersigned understands that by signing this Waiver, Release and Indemnity Agreement, he/she is giving up significant rights that he/she and his/her family and heirs may have. Knowing this, the undersigned still prefers to use the Malibu Valley Stables, Inc. facilities and therefore voluntarily gives up his/her rights as described in this Agreement pursuant to the California statute Section 1542 of the California Civil Code.

**6.** This Agreement is a complete embodiment of our understandings and agreements. It may not be modified or rescinded except by a writing executed by an authorized agent of Malibu Valley Stables, Inc. or Chad Mahaffey Stables, Inc.

- 7. The undersigned represents that he/she has carefully read each and every one of the provisions of this Agreement and fully understand each provision and agrees to be bound by the terms of each provision.
- 8. I have read and understand the "Rules & Regulations" posted at alley Farms, Inc., and agree to abide by them.

# PLEASE READ THIS AGREEMENT CAREFULLY. DO NOT SIGN THIS EQUESTRIAN ACTIVITIES WAIVER, RELASE, AND INDEMNITY AGREEMENT UNTIL YOU HAVE READ AND UNDERSTOOD EACH AND EVERY PARAGRAPH.

Signature of Guest

Date

Signature of Parent or Guardian

(If guest is under 18)



## **BARN RULES AND REGULATIONS**

All persons who board, train, ride horses or otherwise use the facilities ("**Guest**") at Chad Mahaffey Stables, Inc. ("**CMS Facilities**") are, in addition to the terms and conditions of their Boarding Agreement, subject to the following rules and regulations. Defined terms shall be the same as set forth in each Owner's Boarding Agreement, unless specified herein.

- 1. No person may enter or use the CMS Facilities without first reading, understanding and agreeing to these Barn Rules and Regulations and has also signed the required Chad Mahaffey Stables, Inc. Activities Waiver, Release and Indemnity Agreement. **NO EXCEPTIONS.**
- 2. No one may bring a horse into the CMS Facilities without first signing a release of liability. **NO EXCEPTIONS.**
- **3.** All persons shall conduct themselves in a safe and courteous manner, and pay strict attention to instructions by the trainer, management and owners.
- 4. Guests are responsible for the actions of their friends, family members, relatives, helpers or any other persons who may be caring for their Horse in their absence. It is the duty of the Owner to inform their associates of these Rules and Regulations.
- 5. <u>NO CHILD UNDER THE AGE OF 14 MAY EVER BE LEFT UNATTENDED BY PARENT OR GUARDIAN</u> <u>WHILE ON THE PROPERTY</u>. This is not a "babysitting" or child care facility, and a parent or legal guardian, or their legally qualified adult representative, must remain on the property the entire time a child is on the property. Nannies hired by persons to care for their children are NOT the legal guardians and a letter from the parent(s) or legal guardians appointing this person as their "qualified adult representative" must be on file with CMS before the Nanny will be considered the legally qualified adult representative for anychild.
- 6. Make sure children understand that a farm is not a playground and especially that they must not attempt to play with a horse or pony, dogs that are not theirs, or any livestock.
- 7. No running or yelling in the barn or courtyard, especially when horses are present. CMS cannot be responsible for any injury, accident and/or death associated with scaring or spooking a horse due to inappropriate behavior or misbehavior.
- 8. Do not open or enter any stall or pipe corral that does not contain your own horse or fenced area containing horses, ponies or other livestock without an escort from CMS.
- **9.** Do not touch, handle, feed, ride or drive any horse, pony, or other livestock on the farm without express permission, presence, and instruction from the owner or staff of such animal.
- **10.** Do not give treats to any horse other than your own. Some horses may have stomach problems associated with some treats.
- **11.** Running, shouting or boisterous behavior is not permitted any time.
- **12.** Dogs may be brought to the CMS Facilities provided they are not dangerous or a nuisance and must be on leash at all times. CMS personnel have the right to refuse entry for any dog at their sole and absolute discretion.
- **13.** There is **NO SMOKING** in or around the CMS Facilities.

- **14.** Lessons/training may only be given by approved trainers. No outside instructors may teach at the CMS Facilities unless prior written consent is given by CMS.
- **15.** All riding or driving is done at the Guest's own risk. For their own safety, riders and drivers will truthfully tell CMS personnel and/or their instructor of their actual experience in horseback riding.
- **16.** Horseback riding requires muscle coordination, balance, mental alertness, and the ability to follow directions promptly and accurately. In the interest of safety, CMS reserves the right to forbid Guests who are mentally or physically unfit, or under the influence of drugs or alcohol to ride or handle the horses.
- 17. Gear your riding in consideration of weak riders, green horses, condition of your horse, and ground conditions. Maintain proper distance between horses (a minimum of 10' in all directions is recommended). Those jumping have the right of way and must call their fences. Pass left shoulders when moving in opposite directions. When moving in same direction, let your intention to pass be clearly heard. Do not block the flow of traffic or stand horses in gates or doorways.
- 18. Hard hats/helmets approved by ASTM, SEI, USEF must be worn at all times when mounted. Full head harness must be firmly fastened. No one is allowed to jump without a hard hat.
- 19. Riding boots and breeches, or chaps and paddock shoes are preferred; no tennis shoes are allowed while riding.
- 20. Do not ride without safety equipment. CMS will not be held responsible for any injury, accident and/or death occurring because you failed to use the proper safety equipment.
- 21. Please do not ride near or around the private residences located on the west end of the CMS Facilities.
- 22. No pregnant women are allowed to ride. If they do, they do so against CMS's rules and assume all liability.
- 23. Riding double is not allowed.
- 24. In the interest of safety, CMS reserves the right to ask any Guest to remove any unruly or unsafe horse from the CMS Facilities.
- 25. All persons with animals (horses or otherwise) on or within the CMS Facilities will maintain control of their animals at all times. Should an animal escape from its handler, that person is singularly and fully responsible for any and all damage to that animal, other animals, persons, or property of CMS.
- 26. A halter and lead shank with proper identification must be kept in the appropriate tack room. Blankets must be kept in a tack room only; do not hang blankets over railing. No nails or boxes are allowed on stall or pipe corrals.
- 27. All persons are required to properly and completely groom, tack up and cool out horses.
- 28. Horses are to be tacked u pin their stalls, pipe corrals or designated cross ties.
- 29. Horses are not to be left unattended or untied in grooming areas, turnouts or wash stalls or left unattended while tied in stalls or pipe corrals.
- 30. When a horse is standing in cross ties, lead ropes must be unsnapped from their halters and hung up.
- 31. Horses are never to be out of their stalls or pipe corrals without proper restraints. They must be wearing a halter and lead shank/rope, or bridle except during turn-out and riding.
- 32. Horses should not be chased while loose in the turnouts. If they need to be worked before riding, please do so in the round pen or arenas on a lunge line.

- 33. Lunging must be done so that it does not disturb other horses and/or riders.
- 34. For Guests with a Boarding Agreement that provides for turnouts, there is a 20-minute maximum turnout time limit.
- 35. All horses must be cross tied in cross-tie areas. Do not tie horses in aisle way, to stall doors or pipe corrals, buildings or to fences.
- 36. Stall doors must be completely open and latches pushed back before leading a horse in or out of his stall. Walk into the stall with your horse.
- 37. It is the responsibility of the Guests and their grooms to clean up after themselves and their horses. Disposal of hair, clippings, hoof pickings and general refuse should be placed in trash containers Please do not leave unsightly messes in the aisles.
- 38. You are responsible for farriers of your own choice. You are responsible for your own farrier bills, which must be paid directly to the farrier. If your Horse needs to be hold while being shod, please be there yourself or make arrangements with the farrier. It is your responsibility to ensure that your farrier cleans up after himself, and if not, it is your responsibility to do so.
- 39. Hoses must be wound up after you are finished using them. Shod horses puncture hoses when they step on them.
- 40. Wash racks must be kept orderly and clean. Pleas sweep up all debris and put into muck buckets. This prevents clogged drains.
- 41. Equipment such as tractors, wheel barrows or mules are to be driven by CMS personnel or by special permission only.
- 42. Turn off lights when you leave the room or if you are the last person to leave the barn.
- 43. Do not drive cars in any aisles. This is a fire hazard. All vehicles must be parked in designated areas. Please take care not to block any driveway or gate.
- 44. Please observe the speed limit on the property for vehicles, which is a maximum of 5 MPH.
- 45. No outside bicycles or motorized vehicles in the barn.
- 46. These rules and regulations may be changed at any time without notice. Guests are required to follow all rules now or hereinafter enacted at all times.
- 47. CMS Holds several community events annually at the CMS Facilities. At times, Guests may be temporarily inconvenienced. CMS will endeavor to give reasonable advance notice of such events to Guests.
- 48. The decision of the CMS farm manager or other personnel is final in regard to the use of all CMS Facilities and related equipment.
- 49. Violation of any of the above rules may result in the immediate suspension or expulsion from the CMS Facilities.

#### I HAVE READ AND UNDERSTAND THESE RULES AND REGULATIONS AND AGREE TO ABIDE BY THEM.

Date:
Date:
Signature:
Printed Name:
Signature of Parent if Minor:
Printed Name of Parent if Minor:



## CREDIT CARD AUTHORIZATION FORM (Mandatory for Competition & Completion of Boarding/Training Contracts)

Name on Card:				
Billing Address:				
-				
Credit Card Type: _	Visa	Mastercard	Discover	AMEX
Credit Card Number: _				
Expiration Date:				
Card Identification Number:		(last 3 digits located o on front if AMEX)	n the back of the c	credit card. 4

#### HORSE SHOW EXPENSES MUST BE PAID BY THE END OF EACH EVENT.

I authorize Chad Mahaffey Stables to charge the credit card provided herein for horse show related expenses plus an additional 3% surcharge. I understand and agree that my card will be charged anytime my bill is not paid in full by the end of the event. I agree to pay this charge in accordance with the issuing bank cardholder agreement.

- Show Training Fees
- <u>Set Up Fees</u>
- Lodging Reimbursement (If Applicable)
- Farm Vet Supplies (If Applicable)
- Grooming/Braiding (If Applicable)

(initial) Please automatically charge my card for all horse show related expenses not otherwise taken care of by check or cash by the final day of the event.

(initial) I understand that if my boarding/training bill is not fully paid by the 15<sup>th</sup> of the month, my credit card will be processed for the total amount due plus the surcharge.

Signature:

Date:

Print Name:

Note: If check payment is received before the end of the event, the card above will not be charged.