

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

**STEPP STABLES  
AGREEMENT FOR BOARDING OF PRIVATELY OWNED HORSES**

This Agreement for Boarding of Privately Owned Horses (Agreement) is entered into between Marine Corps Community Services (MCCS), a Non-Appropriated Fund Instrumentality (NAFI) of the United States Marine Corps, Marine Corps Base (MCB), Camp Pendleton California and \_\_\_\_\_ (Boarder), collectively herein known as the "Parties".

**1. The Parties** agree MCCS will board the Boarder's horse(s) at MCCS Stepp Stables, 15016 Vandegrift Blvd., MCB Camp Pendleton at the agreed to terms herein. Boarder agrees to compensate MCCS for the boarding of the identified and listed horse herein as provided in this Agreement, at said rate set forth herein. Parties agree a separate Agreement is required for each horse boarded.

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**2. Boarding Fees and Payment |** The total monthly fee is determined by service options and stall type (see FEES & SERVICES PRICE LIST).

(a) Fees & Services Price list are subject to revision with a 30-day written notice from MCCS Stepp Stables to Boarder. As a condition of boarding at MCCS Stepp Stables, the Boarder must be an authorized patron and have a valid credit or debit card on file. By signing this Agreement, Boarder hereby authorizes MCCS to bill Boarder's credit or debit card for all boarding services and fees, on the 1<sup>st</sup> of each month during the life of the Agreement. Boarder agrees to be responsible for all collection and processing fees associated with any delayed or late payment.

Service Type: \_\_\_\_\_

Military or Civilian: \_\_\_\_\_

Monthly Fee: \$ \_\_\_\_\_

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

Horse Color/Identifying Markings/Tattoos: \_\_\_\_\_

Stall No.: \_\_\_\_\_

Trailer: (Circle)   Y   N

**3. Limitation of Liability for Damages and Injury |** Boarder acknowledges that the U.S. Government, U.S. Marine Corps, Marine Corps Base Camp Pendleton, California, and MCCS, its employees, agents, staff, contractors, and volunteers (collectively hereinafter known as the "Releasees"), do/does not insure or protect Boarder vehicles, personal equipment, clothing, and other private personal property against any loss occurred by theft, fire, vandalism, or collision with any other private vehicle during the term of the Agreement. **Boarder assumes all risks associated with use of MCCS facilities and shall indemnify, waive, release, and forever discharge the U.S. Government, the U.S. Marine Corps, MCCS, and Releasees associated with Stepp Stables.** Boarder agrees for the Boarder his/her heirs, executors, administrators or assignees, that in the event any claim for personal injury, illness, property damage, or

wrongful death shall be brought against the Releasees, the Boarder, his/her heirs, executors, administrators shall indemnify and hold harmless the same Releasees from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage, or wrongful death. Boarder is responsible for any damage or loss to the premises by guest, family member, Authorized Caretake, agent, or independent contractors representing them. Fees will be assessed for any cleaning or repairs as a result of property damage.

**4. Patronage, Ownership, and Guest Certification** | By signing this Agreement, the Boarder affirms and certifies:

(a) That Boarder is an authorized MCCA Marine Welfare Recreation (MWR) patron as defined by DOD Instruction 1015.10 and Marine Corps Order (MCO) P1700.27B. Proper current identification must be presented at the time of executing this Agreement and upon request by MCCA Stepp Stables.

(b) That Boarder is the legal owner or lessee of the horse to be boarded as part of this Agreement and agrees to provide evidence of said ownership or lease. If said Boarder is not the legal owner or lessee of said horse, Boarder agrees to provide valid Power of Attorney Boarder is authorized possession of said horse to include said horse may be boarded at Stepp Stables.

(c) That Boarder will personally accompany all Boarder guests, family members, agents, and contractors while said persons are at Stepp Stables. The MCCA Stepp Stables Manager may grant permission for said persons to be unaccompanied by Boarder when a completed Authorized Caretaker Form is submitted and approved in advance. Permission is not guaranteed and Authorized Caretakers may be terminated at any time for any reason, with or without notice. Boarder is responsible for coordinating base access for its Authorized Caretaker. Boarders may request base access for (1) a designated, licensed large animal veterinarian, (2) a farrier who can demonstrate active trade work, and (3) an Authorized Caretaker. Boarder will provide the name, contact information, and documentation base access has been granted for the veterinarian, farrier, or Authorized Caretaker to Stepp Stables before said person services Boarder's horse. Boarder acknowledges base access is separate and independent from this Agreement.

(d) That Boarder agrees not to lease, assign or otherwise transfer ownership or control of the horse to another person for any reason without written notification to MCCA Stepp Stables management. New owners and lessees will be required to enter into a new and separate MCCA Agreement for Boarding of Privately Owned Horses. Boarder cannot sublease their assigned stall.

(e) That Boarder shall, in writing, within 30 days of sale of its horse or if there is a change in ownership of the horse, notify MCCA Stepp Stables. The new owner will be required to enter into a separate Agreement for Boarding of Privately Owned Horses. Agreements for Boarding of Privately Owned Horses are nontransferable.

(f) That Boarder may engage another current Boarder in the care of their horse, such as feeding or cleaning, at MCCA Stepp Stables. Boarder will execute and have on file with MCCA Stepp Stables, an Authorized Caretaker Form. However, any such agreement will exist only between Boarder and its Authorized Caretaker in accordance with terms set by those parties and will in no way whatsoever

obligate MCCA Stepp Stables or its staff. Furthermore, MCCA Stepp Stables and its staff will not intervene in any disputes arising from such Boarder agreements.

**5. Insurance | Boarder agrees to:**

(a) Obtain and maintain comprehensive public liability and property damage insurance at a minimum amount of \$1,000,000.00 bodily injury and \$2,000,000.00 property damage for each horse boarded at MCCA Stepp Stables, MCB Camp Pendleton.

(b) Provide proof of required insurance that clearly indicates that the coverage applies to the horse boarded under the terms of this Agreement. Homeowner's insurance will not be accepted as proof of coverage, unless Homeowner policy clearly states requirements set forth above in subsection (a). Equine Liability insurance is preferred.

(c) Ensure the horse boarded under the terms of this Agreement is listed as "off property" on policy.

**6. Health Assurance | Boarder agrees to:**

(a) Upon arrival at MCCA Stepp Stables, a horse located within the State of California will remain in quarantine for a full 10 days.

(b) Upon arrival at MCCA Stepp Stables, a horse located outside of the State of California will remain in quarantine for a full 14 days.

(c) If the horse is removed from MCB Camp Pendleton, MCCA Stepp Stables for a period of more than 14 days, the horse must return to quarantine for a full 10 days if traveled within the State of California and a full 14 days if traveled outside the State of California.

(d) Provide proof, within 10 days of arrival, that the horse has current negative Coggins test, a current Health Certificate, is dewormed, and has all required vaccinations including West Nile, Eastern and Western Encephalomyelitis, Equine Influenza, Rhinopneumonitis, Tetanus Toxoid, and Rabies.

(e) Renew Coggins annually, maintain all vaccinations annually, and deworming quarterly while the horse is boarded at MCCA Stepp Stables. Proof of a negative fecal test may be submitted in place of deworming when approved by MCCA Stepp Stables management.

(f) Be responsible for the cleaning of the stall used during quarantine, if service type selected in paragraph 2 subsection (a) is other than Full Service. If Boarder fails to clean the stall at the end of the quarantine period, Boarder agrees to pay a cleaning fee of \$125.00.

(g) Be responsible for the cleaning of the assigned private stall (stall). Should the Boarder fail to clean the stall, it will be cleaned by MCCA Stepp Stables staff and a cleaning fee of \$125.00 will be charged to the Boarder.

(h) Authorize emergency medical treatment in the event of the horse's injury or illness, if Boarder is unavailable to provide care. Said emergency treatment will be provided by a licensed veterinarian, and the Boarder will be charged for services rendered. Boarder further acknowledges MCCA Stepp Stables assumes no responsibility for the illness, injury, and/or death of the horses while boarded on MCB Camp Pendleton, MCCA Stepp Stables. In the event of an emergency medical treatment involving the Boarder's horse, if MCCA Stepp Stables staff are unable to contact the Boarder after reasonable efforts, the MCCA

Stepp Stables Manager shall have the authority to make necessary decisions regarding the horse's care. Upon the recommendation of a licensed veterinarian, the Stepp Stables Manager may authorize euthanasia if, in the professional judgment of the veterinarian, the horse is suffering from a severe, untreatable, or life-threatening condition (including but not limited to severe colic or catastrophic injury). Only a licensed veterinarian may perform euthanasia. All reasonable efforts will be made to contact the Boarder prior to making such a decision.

(i) Ensure the Boarder's horse, if boarded in the Lot Pasture, will have front shoes only and for the safety of other horses, no hind shoes will be allowed without written authorized permission.

(j) Accept if, documented evidence shows that a horse exhibits aggressive behavior toward other horses or humans, and after consultation with a qualified large animal veterinarian (consultation fee to be paid by the Boarder) or another individual experienced in equine behavior, it is determined that the horse's behavior is disruptive or causes continual disturbance to other horses and/or riders, the M CCS Stepp Stables Manager may, at their discretion, relocate the horse to another stall or pasture or require its removal from the facility. The Boarder shall be responsible for all costs associated with the relocation or removal of the horse.

**7. Base Access |** Boarder acknowledges, accepts, and agrees base access is controlled by the Installation Commander. Base access is processed at the Visitor Center, Bldg. 20255T, adjacent to the Main Gate.

(a) If Boarder's access is denied, M CCS Stepp Stables staff will feed Boarder's horse twice daily with M CCS provided feed. Boarders with Self Service agree to reimburse M CCS for the cost of feed provided at the prevailing daily rate. M CCS Stepp Stables staff will ensure water is available by automatic drinker or by water bucket, if the automatic drinker system is unavailable.

**8. Compliance and Regulations |** Boarder agrees to comply with and abide by MCB Base Orders, Bulletins, and Department of War regulations, and directives as they apply to the operation of M CCS Stepp Stables, MCB Camp Pendleton. Horseback riding is authorized only in designated stable trails and areas. M CCS Stepp Stables rules and regulations must be followed and will be strictly enforced. Patrons of M CCS Stepp Stables are required to abide by the M CCS Stepp Stables Rules packet. A copy of this packet can be provided upon request and is signed by all patrons utilizing the M CCS Stepp Stables facility. Failure to follow these rules can result in a loss of patron privileges and removal from M CCS Stepp Stables permanently.

**9. Period of Agreement |** This Agreement shall become effective on the date signed by the M CCS Stepp Stables Manager and shall remain in effect for a period of one-year, unless sooner terminated by the Parties in accordance with its provisions. Renewal of the one-year Agreement will be based on the Boarder's compliance with M CCS Stepp Stables rules and regulations and the execution of a new annual Agreement. The renewal of the current Agreement does not guarantee the usage of the previous Agreement's stall. In the event of a new Agreement is not signed on or before the one-year period ends, Boarder agrees that the signed Agreement shall remain in effect on month-to month basis, including Boarder will pay any increase in cost and fees.

**10. Termination of Agreement** | Boarder agrees to notify MCCS Stepp Stables in writing no later than 30 days prior to the termination by Boarder. Failure to do so will result in a forfeiture of all payments and deposits on the account. MCCS Stepp Stables may terminate this Agreement for Boarder's failure to fulfill any of its requirements or in the event that MCCS determines that termination is in its best interest of the NAFI, with no cause given or required. Such terminations shall be effective when notice is provided to the Boarder. Such termination shall be effective on the date that written notice is placed in the U.S. Mail, addressed to the Boarder at the address most recently provided by the Boarder to MCCS. All Agreements and covenants contained to this Agreement, including those applicable to any release of liability or indemnification for liability, shall remain in full force and effect until the property described in paragraph 3 of this Agreement is removed from the limits of the MCCS Stepp Stables facility.

**11. Disputes** | Except as otherwise provided in this Agreement, any dispute arising under this Agreement shall be decided by the MCCS Regional Contracting Office (Contracting Officer), Marine Corps Base Camp Pendleton, who shall reduce his/her decision in writing and mail or otherwise furnish a copy thereof to Boarder. The decision of the Contracting Officer shall be conclusive unless, within 30 days from the date of receipt of such copy, Boarder mails or otherwise furnishes a written appeal addressed to the Assistant Chief of Staff, MCCS, Marine Corps Base Camp Pendleton (AC/S, MCCS). The decision of the AC/S, MCCS, or his/her duly authorized representative for the determination of such appeals, shall be final. In connection with any appeal proceeding under this clause, Boarder shall be afforded an opportunity to be heard and to offer evidence in support of his/her appeal. Pending a final decision of the dispute hereunder, Boarder shall proceed diligently with the performance of the Agreement and in accordance with the Contracting Officer's decision.

**12. Late Payments** | Payment is due on the 1<sup>st</sup> of every month during the life of the Agreement. Failure to do so will result in late fee charges of \$20, if not paid within five working days of payment due. After those five working days, the Boarder will be sent notification via email, phone call, or text that payment is now past due. If there is no response the Boarder will continue to incur the \$20 late fee charge every five working days until paid. By the 1<sup>st</sup> of the third consecutive month, if all outstanding fees are not paid MCCS will be disposition of Boarder's property to include the horse and any onsite other personal property. Any remaining balance will be sent to collections as well as any costs incurred from providing needed medical care and feed/maintenance.

**Boarder Signature:** \_\_\_\_\_

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

**Manager Signature:** \_\_\_\_\_

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

**Boarder Information:** By entering the information Boarder agrees and attest it is current and accurate.

**PRIMARY:**

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LAST	FIRST	MI
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DOD ID	RANK	ACT/RET/CIV
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ADDRESS	CITY	STATE	ZIP CODE
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PRIMARY PHONE	SECONDARY PHONE	EMERGENCY PHONE
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EMAIL ADDRESS

**SECONDARY:**

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LAST	FIRST	MI
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DOD ID	RANK	ACT/RET/CIV
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ADDRESS	CITY	STATE	ZIP CODE
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PRIMARY PHONE	SECONDARY PHONE	EMERGENCY PHONE
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EMAIL ADDRESS

**CIVILIANS:**

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<b>DRIVERS LICENSE</b>	<b>DOB</b>
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Preferred Veterinarian (name and number): \_\_\_\_\_

Preferred Farrier (name and number): \_\_\_\_\_

**Horse Information:**

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NAME	BREED	AGE	SEX
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**Color/Markings or Tattoos (if applicable)**

**AM Hay:** \_\_\_\_\_

**AM Supplements:** \_\_\_\_\_

**PM Hay:** \_\_\_\_\_

**PM Supplements:** \_\_\_\_\_

Please provide the name and phone number of previous boarding facilities you have boarded. Stepp Stables reserves the right to call for reference checks prior to signing this Agreement. Do you agree?

**YES**, Boarding Facility Name: \_\_\_\_\_  
Boarding Facility Location: \_\_\_\_\_  
Duration of Board: \_\_\_\_\_  
Phone number or email: \_\_\_\_\_

**NO**, please explain  
\_\_\_\_\_  
\_\_\_\_\_

**PRIVACY ACT STATEMENT**

AUTHORITY: 10 U.S.C. 5013, Secretary of the Navy; 10 U.S.C 5041, Headquarters, Marine Corps; 26 U.S.C. 6041; BUPERS Instruction 1710.11C, Operations of Morale, Welfare and Recreation Programs 2003; MCOP 1700.27, Marine Corps, Morale, Welfare and Recreation Policy Manual Ch 1; NAVSO P-3520, Financial Management Policies and Procedures for Moral, Welfare and Recreation Programs; and E.O. 9397 (SSN) PRINCIPLE PURPOSE: To provide a means of paying, recording, accounting, reporting, and controlling expenditures and merchandise inventories associated with MWR programs and activities. ROUTINE USES: To assist in boarder agreement for the collection of indebtedness in connection with services rendered. DISCLOSURE: Disclosure of personal information is voluntary, but failure to provide the requested information may result in denial of MCCS use privilege.

**MARINE CORPS COMMUNITY SERVICES**  
**STEPP STABLES**  
**FEES & SERVICES PRICE LIST**

Monthly MCCS Stepp Stables fees are per horse and determined by stall type and service options. Fees are subject to revision with a 30-day advanced written notice from MCCS Stepp Stables to Boarder. Monthly fees are as follows:

**Service Fees:**

Self Service | \$350.00 Military / \$475.00 Civilian  
Full Service | \$525.00 Military / \$625.00 Civilian  
Lot Pasture | \$350.00 Military / \$400.00 Civilian  
Trailer Parking | \$40.00

**Services:** Service definitions and -options are described below.

(a) **Self Service** feed is defined as Boarder’s responsibility to feed and water their boarded horse.

(1) Self Service stalls must be cleaned by the Boarder at least two times a week, daily preferred.

(b) **Full Service** feed is defined as twice daily feeding by MCCS Stepp Stables staff, at approximately 10 – 12 hour intervals. At a maximum, two Alfalfa or Bermuda hay flakes are fed at each feeding. At the time of feeding, Boarder-supplied, simple supplements will be fed by MCCS Stepp Stables staff. These supplements will be prepared prior by the Boarder in either bags or containers labeled AM or PM. At the time of AM feeding, a Boarder-supplied water bucket will be filled by the MCCS Stepp Stables staff.

(1) Stall cleaning is included in full service; full service stalls will be cleaned following the morning feed requirement. Cleaning consists of the removal of manure only.

(c) **Lot Pasture** feed is defined as twice daily feeding by MCCS Stepp Stables staff, at approximately 10 – 12 hour intervals. Two flakes of alfalfa per horse is fed at each feeding. A separate feeder is installed for each horse in the lot pasture. At the time of feeding, the water trough will be inspected, cleaned, and filled as necessary by the MCCS Stepp Stables staff.

(1) The lot pasture will be cleaned in the form of scraping and removal of manure once a month or on a necessary basis.

(d) Emergency Treatment is defined as MCCS Stepp Stables staff addressing urgent and critical situations that require immediate attention to prevent severe injury or loss of life to the horse. Upon the recommendation of a licensed veterinarian, the Stepp Stables Manager may authorize euthanasia if, in the professional judgment of the veterinarian, the horse is suffering from a severe, untreatable, or life-threatening condition (including but not limited to severe colic or catastrophic injury). Only a licensed veterinarian may perform euthanasia. All reasonable efforts will be made to contact the Boarder prior to making such a decision.

**Emergency Veterinary Care Fees:**

Fees are varied and based on care and treatment.