

STAPP STABLES
AGREEMENT FOR BOARDING OF PRIVATE HORSES

This Agreement for Boarding of Private 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 at MCCS Stepp Stables, 15016 Vandegrift Blvd., MCB Camp Pendleton at the agreed to terms herein. Boarder agrees to compensate MCCS for those boarding as provided in this Agreement, at said rates set forth herein. A separate Agreement is required for each horse boarded.

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 notice from MCCS Stepp Stables to Boarder. As a condition of patronage 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 card or debit card for all boarding services and fees, on the 1st of each month during the life of the Agreement. Boarder agrees to be responsible for all collection fees associated with any delayed or late payment.

Service Type: _____

Military or Civilian: _____

Security Deposit: \$ _____

Monthly Fee: \$ _____

Stall No. #: _____

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 this 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 Caretaker, 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 if said legal owner or lessor is not present, a Power of Attorney must be obtained and provided to the Stepp Stables Manager as proof of patronage.

(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. 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, contract 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.

(d) That Boarder agrees not to lease the horse to another patron of Stepp Stables or any other person for any reason without written notification to MCCA Stepp Stables management. Lessees will be required to enter into a new and separate MCCA Agreement for Boarding of Privately Owned Horses. Boarder may not 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 Privately Owned Horses. Agreements for Boarding Privately Owned Horses are nontransferable.

(f) Boarder may engage another Boarder in the care of their horse, such as feeding or cleaning, at Stepp Stables in exchange for money or services. Boarder will execute and have on file with Stepp Stables an Authorized Caretaker form. However, any such agreement will exist only between Boarder and its Authorized caretaker in accordance with the terms set by those parties and will in no way whatsoever obligate Stepp Stables or its staff. Furthermore, MCCA Stepp Stables and 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 \$10,000.00 bodily injury and \$5,000.00 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 MCCC Stepp Stables, a horse located within the State of California will remain in quarantine for a full 10 days.
- (b) Upon arrival at MCCC Stepp Stables, a horse located outside of the State of California will remain in quarantine for a minimum of 14 days.
- (c) If the horse is removed from MCB Camp Pendleton, MCCC 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 a 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 MCCC Stepp Stables.
- (f) Be responsible for the cleaning of the stall used during quarantine. 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 MCCC Stepp Stables staff and a cleaning fee of \$125.00 will be charged to Boarder.
- (h) Authorize emergency medical treatment in the event of the horses' injury or illness, if Boarder is unavailable to provide care. Said emergency treatment will be provided by a veterinarian and the Boarder will be charged for services rendered. Boarder further acknowledges MCCC Stepp Stables assumes no responsibility for the illness, injury, and/or death of the horse while boarded on MCB Camp Pendleton, MCCC Stepp Stables.
- (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 authorized permission.
- (j) Accept if, after documented evidence of the horse clearly demonstrating an aggressive attitude toward other horses or humans and after consultation with a large animal veterinarian (consultation fee to be paid by Boarder) who is familiar with horse behavior and the psychology of the horse or a person other than a veterinarian who has these requisite skills, the horse's behavior and aggressive movements are considered to be disruptive enough to constantly be unsettling to other horses and/or riders, the MCCC Stepp Stables Manager will either have the horse moved from its current stall/pasture to another location or, have the horse removed from the facility. Boarder will be charged for all fees that pertain to the relocation or removal of such horse.

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

- (a) If Boarder's access is denied, MCCC will feed Boarder's horse twice daily with MCCC provided feed. Boarders with Self Service agree to reimburse MCCC for the cost of feed provided by MCCC at the prevailing daily rate. MCCC 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 current Base Orders, Bulletins, Regulations, and Directives as they apply to the operation of MCCA Stepp Stables, MCB Camp Pendleton. Horseback riding is authorized only in designated stable trails and areas. All Base and MCCA Stepp Stables rules and regulations must be followed and will be strictly enforced. Patrons of Stepp Stables are required to abide by the Stables Rules and Guidelines packet. A copy of this form can be provided upon request and is signed and scanned by all patrons utilizing the Stepp Stables facility. Failure to follow these rules can result in a loss of patron privileges and removal from Stepp Stables permanently.

9. Period of Agreement | This Agreement shall become effective on the date signed by the 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 MCCA 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 a new Agreement is not signed on or before the one-year period ends, it is assumed that the signed Agreement shall remain in effect on a month-to-month basis, including any increase cost and fees.

10. Termination of Agreement | Boarder agrees to notify MCCA 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. MCCA Stepp Stables may terminate this Agreement for Boarders' failure to fulfill any of its requirements or in the event that MCCA 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. This Agreement can be terminated at any time, with no cause given, by MCCA. Such termination shall be effective on the date that written notice is placed in the U.S. Mail, addressed to Patron at the address most recently provided by Patron to MCCA. All Agreements and covenants contained in 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 MCCA Stepp Stables area.

11. Disputes | Except as otherwise provided in this Agreement, any dispute arising under this Agreement shall be decided by the MCCA NAF 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, MCCA, Marine Corps Base Camp Pendleton (AC/S MCCA). The decision of the AC/S, MCCA, 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 at the beginning of each month for boarders. Failure to do so will result in late fee charges of \$20 if not paid within 5 working days of payment due. This fee is at the manager's discretion. After those first 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 patron will continue to incur the \$20 late fee charge every 5 working days until paid. By the 1st of the third consecutive month, Stepp Stables shall be entitled to exert a lien against said horse(s), and the owner's property for any amounts due and shall be entitled to either take possession of said property/horse(s). 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:

NAME: _____

LAST

FIRST

MI

DOD ID

RANK

ACT/RET/MCS

ADDRESS

CITY

STATE

ZIP CODE

PRIMARY PHONE

SECONDARY PHONE

EMERGENCY PHONE

EMAIL ADDRESS

CIVILIANS: _____

DRIVER'S LICENSE

DOB

Preferred Veterinarian (name and number): _____

Preferred Farrier (name and number): _____

Owner or Lessee of Boarded Horse:

MILITARY:

DOD NUMBER

Horse Information:

NAME

BREED

AGE

Color/Marking or Tattoos, if applicable

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 Morale, 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 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 to Boarder. Monthly fees effective July 15, 2024, 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 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 on a daily basis.

(b) **Full Service** feed is defined as twice daily (0600 – 0800 and 1500 – 1700) feeding by Stepp Stables staff, at approximately 10 – 12 hour intervals. At a maximum, two Alfalfa or Bermuda hay flakes is fed at each feeding. At the time of feeding, Boarder-supplied, simple supplements will be fed by Stepp Stables staff. At the time of feeding, a Boarder-supplied water bucket will be filled by Stepp Stables staff.

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

(c) **Lot pasture** feed is defined as twice daily (0600 – 0800 and 1500 – 1700) feeding by Stepp Stables staff, at approximately 10 – 12-hour intervals. Two flakes of alfalfa per horse is fed at each feeding. A separate feeder will be 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 Stepp Stables Staff.

(1) The lot pasture will be cleaned in the form of scraping and removal of manure every even numbered month.

Emergency Veterinary Care Fees:

Fees are varied and based on care and treatment.