

MONTH-TO-MONTH AGREEMENT TO RENT STABLE STALL/CORRAL

1. Parties : This agreement is made and entered into on _____, 20____, between property owners Stanley M. Sokolow and Sonya Sokolow, Trustees of the Sokolow Trust Agreement Dated December 31, 1992, and Susanne Sokolow, Trustee of the Susanne H. Sokolow Living Trust, and Shannon Sokolow, Trustee of the Shannon K. Sokolow Living Trust, hereinafter referred to as "Owners", and

_____, hereinafter referred to as "Tenant".

Tenant's phone number is _____.

The number of animals to share the premises under this agreement shall be no more than _____ animals.

The Tenant's animal(s) that is(are) to be kept at the rented premises is(are) identified as follows:

_____.

This agreement shall bind Tenant, and each of them if there are several, jointly and severally. Tenant hereby certifies that he or she is the sole owner (or co-owner with spouse if Tenant is married) of the subject animal herein identified, or alternatively, Tenant warrants that the undersigned "Animal Owner(s)" are each and every one of the joint or several owners of the subject animal.

2. Premises : Subject to the terms and conditions below, Owners rent to Tenant, and Tenant rents from Owners, for the purpose of keeping only the above identified equine(s) (horse or donkey), the _____ stall and associated corral, located at _____, in the County of Santa Cruz, California 95060. In addition, tenant shall be entitled to the use of the following storage area(s):

_____.

The storage area shall be used only for storage of feed, tack, and items associated with the use of the identified animals.

3. Term : The term of rental shall begin on _____, 20____, and shall continue on a month-to-month basis. The tenancy may be terminated, either by Owners or by Tenant, by the giving of 30 days' written notice to the other party.

4. Rent : Tenant shall pay to Owners a monthly rent of \$_____, payable in advance on the first day of each month. Prior to taking occupancy, Tenant shall pay to Owners one full monthly rental payment. [If the rental begins on a day other than the first day of the month, the second monthly rental payment shall be due on the first of the month, but the amount shall be the unpaid balance (\$_____) of the second calendar month of rental after applying the excess previously paid for the prorated first month rent.] Thereafter, the full monthly rent shall be due on the first day of each subsequent month. Rent shall be paid at owner's address shown below.

5. Late Charges : If Tenant fails to pay the rent in full within two days after it is due, Tenant shall pay Owners a late charge of \$_____, plus \$_____ for each additional day that the rent continues to be unpaid. By this provision, Owners do not waive the right to insist on payment of the rent in full on the day it is due.

6. Returned-Check Charges : In the event any check offered by Tenant, or any one of several Tenants, to Owners in payment of rent or any other amount due under this agreement is returned for lack of sufficient funds or a closed or non-existent account, Tenant shall pay to Landlord a check-return charge in the amount of \$25. After one such returned check, Owners shall have the right to require that payments be made in cash or cash-equivalent, such as cashier's check.

7. Deposit : Upon signing this agreement, Tenant shall pay to Owners the sum of \$_____ as and for security as that term is defined by Section 1950.5 of the California Civil Code. Prior to taking occupancy, Tenant shall pay to Owners the sum of \$_____ as additional such security, completing a total of \$_____ as the security deposit. Tenant, or any of them if there are several, may not, without Owners' prior written consent, apply this security deposit to rent or to any other sum due under this agreement. Within two weeks after Tenant has vacated the premises, Owners shall furnish Tenant with an itemized written statement of the basis for, and the amount of, any security deposit, and earned interest or dividends thereon, which is retained by Owners. Owners may withhold only that portion of Tenant's security deposit necessary (a) to remedy any default by Tenant under this agreement, (b) to repair damages to the premises exclusive of ordinary wear and tear, and/or (c) to clean the premises if necessary.

8. Utilities : Owners shall pay for electricity and water. Tenant agrees to make reasonable efforts

to conserve the use of utilities.

9. Use and Occupancy : The premises are to be used only as housing for Tenant's animal listed in paragraph 1 of this agreement and for no other purpose without Owner's prior written consent. On the premises, Tenant shall not provide horsemanship lessons to any person nor training of any animal nor operate any other business pursuit, without Owner's specific written consent nor without appropriate insurance at Tenant's expense, covering all risks associated with such pursuits.

10. Condition of Premises : Tenants agree that they have examined the premises and have found them to be suitable. Tenant agrees to (a) keep the premises in good order and repair, and upon termination of tenancy to return the premises to Owner in a condition identical to that which existed when Tenants took occupancy, (b) immediately notify Owner of any defects, malfunctions, or dangerous conditions in and about the premises of which they become aware, and (c) reimburse to Owner, on demand by Owners or their agent, for the cost of any repairs to the premises damaged by Tenant, Tenant's guests, or Tenant's animal. Tenant in concert with any and all other tenants of the stable shall mutually agree upon an equitable division of their labor for cleaning of animal wastes from the stable and corral areas, which is entirely the responsibility of the tenants collectively. Owners shall provide a designated manure dumping area, and shall provide for manure disposal.

11. Possession : The failure of Tenants, or any of them if there are several, to take possession of the premises shall not relieve them of their obligation to pay rent. In the event Owner is unable to deliver possession of the premises to Tenants for any reason not within Owner's control, including but not limited to failure of prior occupants to vacate as agreed or required by law, or partial or complete destruction of the premises, Owner shall not be liable to Tenants, or any of them, except for the return of all sums previously paid hereunder by Tenants to Owner, in the event Tenants choose to terminate this agreement as a result of Owner's inability to deliver possession. The premature abandonment and vacation of premises by Tenants shall not relieve them of their obligation to pay rent as agreed herein.

12. Assignment and Subletting : Tenants shall not sublet any part of the premises or assign this agreement without the prior written consent of Owner.

13. Animals : Tenant assumes all risk and financial liability, and hereby holds Owners harmless, for damage or injury caused by Tenants' animal(s), including damage to the premises. It is mutually agreed that this is a premises lease only, and that Tenant's animal is not under Owners' care, custody, or control. Tenant will make all arrangements for feeding, grooming, shoeing, veterinary care, turning-out to pasture or corral, and so on.

14. Emergency Care : In the event of sickness or injury to Tenant's animal and Tenant's being unreachable by Owner after reasonable attempt, Owner is hereby authorized by Tenant, as agent for Tenant, to call as first choice Dr. _____, D.V.M., or any other licensed veterinarian in the event said first-choice veterinarian is unavailable and Owner deems it necessary to have immediate attention of a veterinarian for Tenant's animal. All veterinary fees shall be the sole and exclusive responsibility of the Tenant.

15. Access for Inspection and Emergency : Tenants agree that Owner or Owner's agent may enter the premises in the event of an emergency or to make repairs or improvements or to supply agreed services or to exhibit the premises to workmen, prospective purchasers, or tenants.

16. Repairs, Maintenance, and Alterations : Except as provided by law or as authorized by the prior written consent of Owner, Tenants shall not make any repairs or alterations to the premises. The automatic feeding mechanisms are provided by Owner as a convenience to Tenant; and Owner shall, in its own discretion and time frame, make efforts to repair the mechanisms, but Owner provides no warranty that the mechanisms will operate nor that the mechanisms shall remain available in the future. There shall be no reduction in rent for any period when the mechanisms are not useful to tenant.

17. Damage to Premises and Financial Responsibility : In the event the premises are damaged by fire or other casualty, Owners shall have the option either to (1) repair such damage and restore the premises with this agreement continuing in full force and effect, or (2) give notice to Tenants at any time within thirty (30) days after such damage terminating this agreement as of a date to be specified in such notice. In the event of the giving of such notice, this agreement shall expire and all rights of Tenants pursuant to this agreement shall terminate. Owner shall not be required to make any repairs or replacements of any property brought onto the premises by Tenants or their guests. Tenants accept financial responsibility for any damage to the premises from fire, smoke, water, or casualty caused by Tenants' negligence. Tenants shall carry a standard renter's or homeowner's insurance policy from a recognized insurance company with coverage for his or her personal liability for injury or damage caused by Tenant or by Tenant's animal(s). If Tenant fails to

provide proof of liability insurance to owner, then Tenant shall be the only person to handle, ride, or drive equines on the owners' property. In any case, Tenant shall not conduct any equine business pursuits on the premises, including but not limited to riding lessons in exchange for money or other tangible value received.

18. Tenant Rules and Regulations : Tenants acknowledge receipt of, and have read a copy of, the "Tenant Rules and Regulations", which are hereby incorporated into this agreement by this reference. Owner may terminate this agreement, as provided by law, if any of these Tenant Rules and Regulations are violated. Tenant Rules and Regulations may be changed from time to time by Owner, with adequate written notice to Tenant.

19. Security : In addition to the security provided by security deposit, consistent with California law, Owners shall be entitled to impound and place a stableman's lien on Tenant's animal, to enforce Tenant's obligations under this agreement.

20. Receipt of Legal Documents : Owner or the person signing this agreement on Owner's behalf, is authorized to manage the said premises and is authorized to act for and on behalf of Owner for the purposes of service of process and for the purpose of receiving all notices and demands at the address indicated below Owner's or Agents signature herein.

21. Time, Gender, Number : Time is of the essence of this agreement. Herein, singular and plural number shall be equivalent; male, female, and neuter gender shall be equivalent.

22. Waiver : Waiver or non-enforcement of any provision of this agreement on one occasion or instance shall not imply a waiver on any other occasion or instance.

23. Additional Provisions : (Enter "none" if there are none.) _____

24. Release of Liability:

RELEASE OF LIABILITY

I HEREBY RELEASE THE ABOVE IDENTIFIED PROPERTY OWNERS, THEIR FAMILIES, EMPLOYEES, AGENTS, ESTATES, HEIRS, TRUSTS, SUCCESSORS, AND ASSIGNEES, FROM ALL CLAIMS WHICH MAY HEREAFTER DEVELOP OR ACCRUE TO ME ON ACCOUNT OF, OR BY REASON OF, ANY INJURY, LOSS, OR DAMAGE, WHICH MAY BE SUFFERED BY ME OR BY MY MINOR DEPENDENTS OR TO ANY PROPERTY, BECAUSE OF ANY MATTER, THING OR CONDITION, NEGLIGENCE, DEFAULT, OR ERROR, WHATSOEVER, AND I HEREBY ASSUME AND ACCEPT THE FULL RISK AND DANGER OF ANY HURT, INJURY OR DAMAGE WHICH MAY OCCUR THROUGH OR BY REASON OF ANY MATTER, THING OR CONDITION, NEGLIGENCE, DEFAULT, OR ERROR, OF ANY PERSON OR PERSONS WHATSOEVER. I HEREBY AGREE TO DEFEND AND HOLD HARMLESS THE ABOVE IDENTIFIED PROPERTY OWNERS AGAINST CLAIMS OF INJURY OR PROPERTY DAMAGE MADE BY MY FAMILY MEMBERS, MY AGENTS, AND MY INVITEES.

Tenant's Signature(s) 1. _____ Date Signed: _____

2. _____ Date Signed: _____

Tenant's Names (Print) 1. _____

2. _____

Tenant's Address(es) 1. _____ Phone: _____

2. _____ Phone: _____

Animal Owner's Signature(s) 1. _____ Date Signed: _____

2. _____ Date Signed: _____

Animal Owner's Address(es) 1. _____ Phone: _____

2. _____ Phone: _____

Agent for Owner: _____ Date Signed: _____

Stanley M. Sokolow or Sonya Sokolow (Please make checks payable to "S. Sokolow".)

Property Owner's address: 301 Highview Court, Santa Cruz, CA 95060

Property Owner's phone number: Home (831) 423-1417. Work (650) 368-333

Tenant Rules and Regulations

1. **Smoking is prohibited on the property**, for reasons of fire safety and litter control.

2. Manure shall not be left in the wheelbarrow, which is for transport of the manure to the designated manure dumping area. Tools and wheelbarrow shall be returned to proper storage places after use.

3. Manure shall be dumped in the designated manure storage bins. Used straw, shavings, or other bedding shall be dumped in designated bin, not the manure bin. Try to keep the manure and bedding in separate disposal bins as much as reasonably possible since we want to compost them separately.

4. Green-painted pipes to hose faucets are well water. Blue-painted pipes are city drinking water. Well water is suitable and preferred for washing of equipment and horses, drinking water for horses, and irrigation. The well water was tested upon installation and was found to be wholesome but contained some excess minerals which affect taste and stain the plumbing fixtures and fences. Blue water faucets contain water suitable for human or animal consumption. Please help keep costs down by avoiding water waste and by using well water when suitable.