

## BOARDING AGREEMENT

Westridge Farms

Pasture Boarding: With Shelter \$525

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_, hereinafter referred to as "Stable" and the individual or individuals undersigned, \_\_\_\_\_ hereinafter referred to as "Owner".

### 1. FEES, TERM AND LOCATION

Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable, whether said rates be daily, weekly or monthly. Payment shall be issued in advance.

Owner agrees to pay Stable on delivery of Horse, and on or before the 5th day of each month that this Agreement is in effect, the amounts listed on the attached rate sheet, or latest revision thereof, as, and for, the cost of boarding, feeding and maintaining the stall or corral in which the Horse is located, plus any additional services, including veterinary, medical and/or farrier expenses. Any payment received later than the 5th of each month shall be subject to a late penalty fee of \$50.

In the event the subject animal is removed from the premises for any reason and returned, this Agreement shall be deemed reinstated as rates applicable at the time of said return. Stable reserves the right to notify Owner if the horse, in the Stable's opinion, is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse immediately upon receipt of said notice and for payment of all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon payment of all fees.

The boarding fee is due upon the first day of the month. In the event said payment is overdue by thirty (30) days from the first day of the month, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the Texas.

Owner is responsible for paying a onetime deposit of \$525 at the beginning of this contract that will be applied toward the last month's board after thirty days notice has been given on the 1<sup>st</sup> day of the month prior.

### 2. DESCRIPTION OF HORSE (S) TO BE BOARDED

Owner agrees to submit a fully complete Owner Information Sheet for each horse

boarded upon execution of this Agreement. The terms and conditions set forth herein shall be applicable to each and every animal.

### 3. FEED, FACILITIES AND SERVICES

Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animal(s). Owner acknowledges Owner has inspected the facilities and finds them in safe and proper order. The standard services to be provided herein and the charges therefor are as stated in the rate schedule and are subject to change at the Stable's discretion.

### 4. RISK OF LOSS AND STANDARD OF CARE

During the time that the horse(s) is/are in the care, custody and control of the Stable, Stable shall not be liable for any sickness, disease, estray, theft, or death or injury which may be suffered by the Horse(s) or any other cause or action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s). This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on the Stable premises.

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

THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

IN NO EVENT SHALL STABLE BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR ANIMAL. OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE STABLE WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

### 5. HOLD HARMLESS

Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

### 6. EMERGENCY CARE

Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well being of said horse(s). All costs of such care required for the health and well-being of said horse(s) shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE (S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Stable of any and all changes of address, 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 Stable 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).

#### 7. CARE OF BRED AND/OR PREGNANT MARES.

Any mare who is delivered to Stable in foal, or who is bred while in the care and custody of Stable, carries to term and delivers while stabled on the premises will be foaled out and appropriate foaling fee will be charged to the horse Owner. WHETHER OR NOT THE SERVICE WAS REQUESTED BY HORSE OWNER.

#### 8. LIMITATION OF ACTIONS

Any action or claim brought against Stable for breach of this Contact or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

#### 9. SHOEING, WORMING AND MEDICAL

Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. The Horse(s) must be current on all inoculations and wormings AT THE TIME IT IS DELIVERED to Stable as evidenced by a current Veterinary Certificate. Horse(s) not accompanied by a current Veterinary Certificate will be vaccinated and/or wormed upon arrival at the expense of horse Owner.

To be considered current the Veterinary Certificate must have been issued within thirty (30) days prior to horse(s) arriving at Stable.

Owner agrees to provide Stable with all health records with regard to the horse(s)

Owner agrees to have the horse(s) wormed and vaccinated on Stable's regular schedule, and in the event same is not accomplished and proof of same presented to Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but is not obligated to do so; such expense for same shall be the obligation of Owner, and upon presentation by Stable of the bill for services rendered, including service charges, such bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

#### 10. OWNERSHIP-COGGINS TEST

Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon request.

#### 11. CHANGES OR TERMINATION OF THIS AGREEMENT

It is agreed by the Parties that this Agreement may be changed or terminated by Stable upon thirty (30) days notice. All notices must be issued in writing unless otherwise agreed upon by the Parties. The receipt of updated rate schedules shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

#### 12. RULES AND REGULATIONS

The Owner agrees to abide by all the rules and regulations of the Stable and acknowledges receipt of same. If stable feels that rules are not being followed satisfactory stable reserves right to ask owner to remove their Horses from the property in 72 hours

##### BARN RULES

- 1.) Barn Hours are: Tuesday –Saturday 7AM-8PM Sundays 7PM-6PM CLOSED MONDAY
- 2.) All riders or persons handling a horse must sign a release before riding. Boarders are responsible for having guests sign releases which are available in the barns' bathroom/washroom.
- 3.) NO smoking allowed in or near the barn, hay storage, shavings etc.
- 4.) All Dogs brought on to the property must remain on a leash unless otherwise cleared with Christine.
- 5.) The speed limit on the property is 5-15MPH for the safety of horses, riders, dogs and children.
- 6.) Children 14 and under must be supervised by an adult at all times.
- 7.) All Boarders, Trainers, Instructors, Students and Staff are required to wear an ASTM/SEI approved helmet when mounted on a horse (NO EXCEPTION) for pleasure and instruction.
- 8.) Long pants and riding boots with a heel must be worn for riding.
- 9.) Please do not give treats to horses other than your own, unless approved by the owner.

- 10.) DO NOT use any products that are not yours. I.E. medical products from the kitchen, products from cupboard in wash rack, or anyone else's supplies such as fly spray etc unless you've been given permission.
- 11.) Please keep tack organized and put back in an organized fashion. I.E. Bridles hung in figure 8, saddle covers on, and pads in tack trunks.
- 12.) DO NOT handle any horse that is not yours. Despite the best of intentions, anyone without explicitly clear instructions otherwise, is not allowed to handle, care, etc. any horse that is not theirs.
- 13.) All visitors/family members accompanying a rider during a lesson must remain quiet and well- behaved while at the stable and at the arena to allow students to focus.
- 14.) Clean up after your horse and yourself. There are trash containers, shovels, brooms and muck buckets available for the disposal of manure, shedded hair, hoof cleanings, water bottles, etc.
- 15.) Horses will be turned out in specific turnout areas only – as per management.
- 16.) No horses are to be turned out or free lunged in the arena.
- 17.) Grain and supplements supplied by the owner should be given to the manager or stable owner.
- 18.) Please turn off the lights in the arena if you are the last person riding.
- 19.) Only the owner of the horse may ride the horse. If the owner wishes to have another person ride their horse, please notify Christine.
- 20.) Please do not leave your horse unattended in any area including riding arena.
- 21.) We are a drama free barn, please help us keep it that way!
- 22.) If you don't do it at home....don't do it at the Stable. Common sense and courtesy at all times.

In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by Owner to obtain said horse(s).

### 13. RIGHT OF LIEN

The Owner is given notice that the Stable has a right of lien as set forth in the laws of the Texas, 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. Stable also has the right to demand that all indebtedness be paid in cash, cashier's check or money order. However, Stable 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 Stable exercises Stable's lien rights as above-described for nonpayment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications for any breed registration as may be applicable to said horse(s) upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable'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.

14. PROPERTY IN STORAGE ON STABLE'S PREMISES.

Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at Owner's risk. Stable shall not be liable for the theft, loss, damage or disappearance of any tack or equipment taken to horse shows or clinics. Vehicles stored upon the premises will be subject to a \$ 5/day storage cost of all delinquent accounts.

15. ENTIRE AGREEMENT.

This Contract represents to 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 the Stable's domicile, and shall be enforced and interpreted in accordance with the Laws of said State.

16. ENFORCEABILITY OF CONTRACT AND SEVERABILITY.

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.

OWNER (OR AUTHORIZED AGENT)

By: \_\_\_\_\_

OWNER'S PARENT OR GUARDIAN (IF OWNER IS A MINOR)

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

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

STABLE

By: \_\_\_\_\_

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