

**BOARDING AGREEMENT**

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ made by and between \_\_\_Amiable Horsemanship\_\_\_\_\_, hereinafter referred to as "STABLE", providing services located at \_\_\_14877 County Road 545, Nevada, TX 75173\_\_\_\_\_ and (Owner's name) \_\_\_\_\_ hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION

In consideration of \$ \_\_\_500\_\_\_\_\_ per horse per month paid by OWNER in advance on the First day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis commencing \_\_\_\_\_, \_\_\_\_\_(Date).

Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$50.00. Fees received after the sixteenth will be subject to a late fee of \$5 per day late.

Deposit of \$ \_\_\_300\_\_\_\_\_ per horse to be applied to last months board is required.

2. DESCRIPTION OF HORSE(S)

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

Birth date/year: \_\_\_\_\_

Color and Markings: \_\_\_\_\_

Registration/Tattoo: \_\_\_\_\_

Sex: \_\_\_\_\_

Breed: \_\_\_\_\_

Insurance Carrier, Policy and phone number (if applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. FEED AND FACILITIES STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse (s).
- HAY
    - Alfalfa Up to 2 flake per day included, Additional Available at cost
    - Costal Bermuda Grass Up to 4 flakes per day, additional provided at cost
    - Other Hay can be fed if owner provided
  - GRAIN
    - Purina Safe Choice Original provided by stable, up to 6 lbs per day
    - Other Grain can be fed if owner provided
  - SUPPLEMENTS: All horses will have access to salt and electrolytes, other supplements can be provided by owner, smartpak or pre-measured packages preferred.

Horse	AM Hay	AM Grain	PM Hay	Pm Grain
Please list amounts	Alfalfa	Enrich	Alfalfa	Enrich
		Healthy Edge		Healthy Edge
	Grass	Supplements	Grass	Supplements

4. VACCINATIONS Upon arrival of horse to STABLE proof of current tetanus, sleeping sickness, and influenza vaccinations is required. Proof of Tetanus and sleeping sickness vaccines are required once yearly and influenza twice yearly. A negative current Coggins test is required for all horses within the past year.
5. RISK OF LOSS During the time that the horse(s) is/are in the custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse(s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of STABLE, are to be borne by OWNER.

6. ACCEPTANCE OF RESPONSIBILITY: HORSE OWNER has inspected the premises and/or has in some other way satisfied themselves that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER'S horse(s) and OWNER, OWNER'S family, guests, clients and/or visitors who enter the premises. OWNER agrees to be responsible for any and all damages, injuries, loss of life caused by or to the animal(s) while in the care, custody and control of our STABLE, the OWNER, OWNER'S family members, invitees, clients or other handlers or agents appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior. OWNER acknowledges that he/she is responsible for accidents, injuries and loss of life sustained by OWNER, OWNER'S family members, invitees, clients and agents caused by or in relation to the OWNER'S boarded horse(s).
7. HOLD HARMLESS OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.
8. EMERGENCY CARE STABLE agrees to attempt to contact OWNER, at the following emergency telephone number (\_\_\_\_\_), should STABLE feel that medical treatment is needed for said horse(s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or farrier care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.
9. STABLE RULES Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:
  - STABLE staff, approved veterinarians, farriers, and other care providers are the ONLY ones allowed to handle a horse without the owner being present.
  - If you have a scheduled vet or farrier appointment and you or you will be assessed a \$15 handling fee. A 48 hour notice is required to schedule for handling your horse.
  - All riders and guests MUST sign a medical history and release form before handling or riding any horse.
  - If horse owner will be in barn area prior to or after hours of operation (7:00am – 9:00 pm), Stable must be notified. In addition, please inform us if your horse will be taken off the property. We do conduct nightly head counts.

- All riders under the age of 18 years are required to wear helmets with chin straps at all times while mounted. We encourage all riders to wear helmets while mounted. All riders in lessons must wear a helmet, regardless of age.
  - Children under the age of 14 MUST be actively supervised and accompanied by an adult at all times while at the Stable.
  - Riding is approved in designated riding areas. Please check with STABLE management if you have questions.
  - All horse owners will provide their own tack, halters & leads for turn out/in purposes. Owners will keep their halter and lead rope on the front of stall area or on the gate of the pasture their horse is in.
  - All horse owners will repair, replace, or reimburse anything broken belonging to STABLE, or other boarders by their horse or themselves (i.e. stall boards, fences, gates, jumps, buckets, etc.) other than normal wear.
  - Horse Tack is to be kept in designated area. Any damage to or theft of tack stored at Stable is not the responsibility of Stable, its management or employees. Each boarder is responsible for marking his/her own tack so that it is clearly identifiable. Boarders are instructed not to leave their tack, equipment, and belongings out when not in use.
  - All horse owners will refrain from unnecessary use of water (especially during dry summer months). All hoses (including wash rack area) must be turned off at the faucet AND the nozzle. No personal cars or trailers to be washed at the Stable.
  - Do not feed anything, including carrots, hay, or treats to anyone else's horse(s). Please do not feed your horse treats while in the pasture with other horses, this can cause aggression issues.
  - ALL Barn and ALL Arena gates must be latched at all times.
  - NO SMOKING on the property and NO cigarette butts or bottle tops thrown on the lawn or in the pastures. No alcohol unless approved by Stable Management for special events etc.
  - Clean up any messes made by horse or owner in barn area (including bathroom, arena, round pen, wash stall, grooming areas, and driveways). Please use designated trash cans and poop buckets.
  - Trailers and cars are to be parked in designated areas only. Any damage to trailers being stored at Stable is not the responsibility of Stable, its management or employees.
  - Last person to leave barn will be responsible for turning off lights and for locking the tack room doors.
  - Outside instructors are not permitted to give lessons on the property
  - NO outside dogs allowed on property at any time. Check with Stable Management before using facilities or equipment not specifically provided in this contract.
  - Horse owners, boarders can NOT conduct business (riding lessons, equine therapy etc.) on the property.
10. If the horse requires additional services beyond those stated under the Stable Management Provision Section of this contract, the horse owner can make an agreement with the Stable Management regarding those services being performed for a reasonable additional fee. Services may include grooming, daily fly spray application, and/or blanketing.
11. If the horse requires additional services beyond those stated under the Stable Management Provision section of this contract, the owner agrees to pay additional fees for those services,

limited to: extra bedding (shavings), extra feed provided by us and/or and 24/7 stalling for injury or illness only.

12. STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.
  
13. DEFAULT Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 9 Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.
  
14. ASSIGNMENT This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE. ASSIGNMENT Shall not release the owner of terms and responsibilities stated in this agreement.
  
15. NOTICE OF TERMINATION OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.
  
16. RIGHT OF LIEN OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Texas for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss.
  
17. Special Instructions to STABLE

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18. THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Texas.

Executed on the date first set forth above.

By (signature of OWNER): \_\_\_\_\_

By (signature of STABLE): \_\_\_\_\_

Owner's Name: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Day Phone : \_\_\_\_\_

Evening Phone : \_\_\_\_\_