

Client and Horse name: _____



Honor Equestrian & Outdoor Family Center, LLC
3800 Troy Road, Wylie Texas, 75098

BOARDING AGREEMENT

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and between HONOR EQUESTRIAN & OUTDOOR FAMILY CENTER LLC, 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 accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises by termination initiated by lessee or lessor for any reason and subsequently returned to reside at stable, a new boarding agreement will be required at rates and terms in place at that time. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in 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 within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

Payment is to be made on or before the 1st day of each month via Zelle, Venmo, Square, or other electronic transmittal to betsycowanrealtor@gmail.com, or a cashier's check to Honor Equestrian & Outdoor Family Center, LLC may be presented personally to the barn manager or bookkeeper, or placed in the locked drop box on bookkeeper's office door.

Owners and guests of animals housed at stable will be granted access at their own risk to trails, horse pastures, and lake shore with the following acknowledgement:

There will be NO fireworks, gunfire, off-road vehicles, loose dogs, littering, smoking, unlatched gates or disrespect of the property, animals, or other boarders and owners in any way. Any infractions will be grounds for revocation of land access privileges and possible eviction of the boarding tenant. Water craft may be launched at lake shore, but stable will not be held liable for any injury, death or damage of said guest or property. Tenant/horse owners must be present for guest to enter property. NO access is permitted to the property designated for the white manufactured home, the brick home near the lake, or its fenced area at any time. Indoor rules posted in barn and agreed to upon signing.

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RATE SCHEDULE
(Check one of three care options)

_____ **Stalled Horse:**

\$725 per month with owner-provided fans during 80+ degree weather and additional electrical costs during that time of \$20 per month. \$100 stall deposit due at move-in. The stall deposit is refundable within 14 days of departure when client provides 30 day notice and stall is released in good condition. Owner to elect one of the following, special circumstances to be communicated:

_____ Turn-outs as requested, subject to weather-related pasture condition, and sharing pasture areas. Owner picks feet.

_____ Owner to exercise horse at least twice per week, horse to stay in stall unless stable notified of change.

_____ Owner does want to authorize, in writing, stable to lunge horse at a \$10 per session fee when directed.

_____ **Pasture horse:**

\$400 per month. Water and feed managed by stable twice a day. Hay provided by stable when grass is insufficient. Regular veterinarian care for proper chewing and disease resistance required at owner's expense.

_____ \$50 to separate my pasture horse for feeding special feed and/or supplements

_____ **Horse hotel (temporary housing for 7 nights or less, as available):**

\$30 per night, cleaning provided. Feed, water, and exercise provided by owner. All other stipulations apply.

ELECTIVE SERVICES FOR LONG-TERM BOARDERS:

_____ <\$100> *I will provide and keep stocked a different feed than stable uses. Monthly rate is \$625, pending extras*

_____ \$30 *I will provide daily medications or supplements to be administered as directed (orals negotiable.) If I prepare my own in advance, no charge is applicable. Supplements may combined in Ziplock bags or Smartpaks.*

_____ \$30 *Hay in excess of 2 flakes per feeding.*

_____ \$50 *One flake of alfalfa per day, supplied by Honor Equestrian.*

_____ \$200 *Office space rental. I understand that I will have a key to my office with a copy retained by the stable, but that cleaning of said office is not provided by the stable*

_____ \$500 *Double stall, as available, on limited basis for mare and nursing foal or for single horse. A \$100 wall removal fee will be charged if stall is not already set as a double.*

INCIDENTAL FEES:

\$75 *late fee if payment received after midnight on the 5th day of the month.*

\$15 *per day late fee for each additional day after the 5th*

\$25 *fee if stable employees must clean up the wash racks/cross ties/ common areas after you leave for the day*

\$100 *fee to accompany a vet or farrier for your horse between the hours of 5 p.m. and 7 a.m. in your absence*

\$25 *haul-in fee for non-boarding clients to take lessons or use facilities. Per trailer load, Coggins & Rider Release required.*

\$150 *Round-trip hauling within 50 miles, subject to availability.*

\$50 *hourly charge to accompany horse on trip between hauling in/out.*

\$--- *Partial facility rental is negotiable, and must be scheduled 30 days in advance. Call Brent at (214) 679-8597*

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Monthly fees due upon the first of each month. **Payments not received by midnight of the 5th of each month will incur a \$75 late fee, and additional late fee of \$15 per day thereafter)** and if not received by the end of the month, the following terms will be applied:

In the event said payment is overdue by Thirty (30) days, 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 State of Texas. **A stall deposit of \$100**, payable with this Contract, will cover any damage to stalls above and beyond normal wear and tear and to clean and prepare the stall upon move-out. (Abnormal wear and tear would require mat replacement and board replacement.) The initial charge applicable to the services as set forth below shall be **\$ 725.00 per month for basic full care indoor board and \$375 for basic outdoor board, plus \$50 admin set-up fee.**

2. Description of Horse(s). 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 boarded by Owner.

3. Feed, Facilities, and Services. Stable agrees to provide above-standard feed, hay, and facilities for normal and reasonable care required to maintain the health and well-being of the animals. Feed is 1-2 scoops twice a day and 2-3 flakes of hay twice daily. Water buckets are cleaned at least 3 times per week and water refilled at least twice daily. Stalls will be sterilized prior to your arrival and cleaned twice daily barring unforeseen circumstances. Stalls will always be cleaned at least once a day. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefor are as posted in the office of Stable and are subject to change at Stable's discretion. **Trailer parking** is free for boarding clients, but must be kept in designated trailer lot.

Blanketing Policy:

Stalled body-clipped horses will be blanketed/unblanketed in your absence at no cost when temperatures are below 50 degrees. *We expect horse owners to blanket their own horses after riding if temperatures will remain at or near 50 degrees between leaving and nightfall. Blankets are to be washed in commercial laundromats only.

Stalled Unclipped horses will be blanketed/unblanketed in your absence at no cost when temperatures are below 40 degrees. *We expect horse owners to blanket their own horses after riding if temperatures will remain at or near 40 degrees between leaving and nightfall. Blankets are to be washed in commercial laundromats only.

Pasture (unclipped) will be brought inside, subject to availability, or blanketed when there is precipitation and temperatures are below 35 degrees, or when the dry temperature is below 28 degrees. Honor Equestrian will not maintain body-clipped pasture-only horses.

4. Risk of Loss and Standard of Care. DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF STABLE, ITS AGENTS, AND/OR EMPLOYEES.

This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Stable's premises. The Owner fully understands that Stable does not carry any insurance on any horse(s) 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 IN AN AMOUNT IN EXCESS OF TWO THOUSAND DOLLARS (\$2,000) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF TWO THOUSAND DOLLARS (\$2,000), AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF TWO THOUSAND DOLLARS (\$2,000). 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.

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5. Hold Harmless. Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by owner's 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 in the event the Stable deems 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 secured 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 change of addresses, 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. Limitation of Actions. Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within six (6) months of the date such claim or loss occurs.

8. Shoeing and Worming. Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. **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 a regular schedule, maintained in good health or treated,** 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 not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

9. 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.

10. Changes or Termination of This Agreement. It is agreed by the parties that this Agreement may be changed or **terminated upon thirty (30) days-notice**, regardless of the rental period. All notices must be issued **in writing** (e-mails will be considered writing, text messages will not) unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place in Stable's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

11. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Stable. See Addendum A.

12. Right of Lien. *The Owner is put on notice that Stable has a right of lien as set forth in the laws of the State of Texas, for the amount due for the board and training (if applicable) 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) until the amount of said indebtedness is discharged. 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 the Stable's lien rights as above-described for non-payment occurs, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from 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 \$500.00 will be assessed.*

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13. Property in Storage on Stable's Premises. Owner may store certain tack and equipment on the premises of Stable at no additional charge to Owner. However, 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 the 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. Additionally, any tack specific to any horse no longer housed at stable must be removed within 10 days, or will be subject to removal. Tack on premises must be stored in the same manner as that being used on a regular basis (1-4 week rotation), or stored off-site. Parking of boats or trailers will be at a cost of \$50/month per parked trailer or other outdoor item, except for the personal horse trailer of a boarding client, which is free. Honor Equestrian suggests high-quality trailer hitch locks and/or parking your horse trailer in the back lot for added protection. Stable will not be held responsible for damage from theft or damage from natural causes on said trailers or property stored therein.

14. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Owner expressly releases Stable from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Stable or its representatives, agents or employees.

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WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

15. Entire Agreement. This contract represents the 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 Texas, and shall be enforced and interpreted in accordance with the laws of said State.

16. Enforceability of Contract. 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's Signature: _____

Printed name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Alt. Phone: _____

E-mail address: _____

Back-up Emergency Contact: _____

Relation to horse owner: _____ Phone: _____

Veterinarian: _____ Phone: _____

Security deposit and admin fee received via: _____ Date: _____

Acknowledged by Stable: _____ Date: _____

Description of boarded horse(s) owned by: _____

Registered Name: _____

Breed: _____ Reg #: _____

Date of birth: _____ Sex: _____

Special notes: _____

Registered Name: _____

Breed: _____ Reg #: _____

Date of birth: _____ Sex: _____

Special notes: _____

Registered Name: _____

Breed: _____ Reg #: _____

Date of birth: _____ Sex: _____

Special notes: _____

Registered Name: _____

Breed: _____ Reg #: _____

Date of birth: _____ Sex: _____

Special notes: _____

Initials: _____

ADDENDUM "A"

BARN RULES

Guests enjoying facilities and property are to be made aware of the barn rules, and must enter property only while boarding client is on the property.

- No smoking in or within 25 feet of barn or in pastures.
- No running in the barn unless there is an emergency.
- Halters and leadlines are to be on hook near horse when not in use. Put name labels of blankets and halters.
- Dogs are to be on leash or in dog park, pen, or crate, unless with owner in the fields. Pet owners are to clean up dog waste so that no one could step in it. Dogs may NOT, under any circumstances, urinate or defecate inside the building. Any dog bothering horses will be asked to leave.
- Children under the age of 6 are to be accompanied at all times.
- Tack is to be put away when finished. Any manure or clippings in arena or common barn area are to be cleaned promptly, and wash rack drains free of debris before you leave.
- Store only tack being used regularly in the Equestrian Center. Be mindful of space requirements for tack for all horses at facility.
- Be respectful of other boarders. This means sharing or taking turns with the arenas and not scaring or interfering with working horses, as well as using polite language, particularly in the presence of minors.

Outdoor Rules:

- No fireworks
- No gunfire
- No ATV's
- No littering
- No access to property designated for brick house near lake and white manufactured home.
- No unlatched gates

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