



SALADO CREEK RIDING CLUB LLC - BOARDING AGREEMENT

This Equine Boarding Agreement (the "Agreement") is being entered into by ("Boarder")

(Name)

(Street address)

(City)

(State)

(Zip code)

and Salado Creek Riding Club LLC of Belton, Texas, 76513 ("Stable"), as of

(Date)

Board Options:

Stall Board- \$550 monthly

Paddock Board- \$440 Monthly

Pasture Board- \$330 Monthly

Other: Please Describe

1. Term. The term of this Agreement shall be for month to month boarding. 30 days' notice must be given prior to moving the horse off the property. This notice must be in written form or by email to officeSCRC@gmail.com. Stable reserves the right to give Boarder 30 days' notice to vacate.

2. Identification of Horse. Boarder's horse(s) to be housed by Stable ("Horse" or Horses):

a.

(registered name)

(barn name)

(breed)

(sex)

(age)

b.

(registered name)

(barn name)

(breed)

(sex)

(age)

c.

(registered name)

(barn name)

(breed)

(sex)

(age)

d.

(registered name)

(barn name)

(breed)

(sex)

(age)

3. Boarder's Contact Information.

(Name)

(Street address)

(City)

(State)

(Zip code)

(Office phone)

(Cell phone)

(Home phone)

(E-mail)

(Sex)

(Age)

Boarder agrees to provide written notice to Stable of any changes to Boarder's Contact Information.

4. Ownership of/Authority over Horse.

a. Boarder represents and warrants that they are the owner of record of Horse, or that they have express authority of the owner of record to enter into this Agreement and to house Horse with Stable. If Boarder is not the owner of record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this Agreement, and liable for all sums hereunder.

b. Identification of Owner of Record if different from Boarder. If Boarder is not the owner of record of Horse, the owner of record is:

(Name)

(Street address)

(City)

(State)

(Zip code)

(Cell phone)

(Email)

(Home phone)

5. Boarding Fee.

Board is due on the 1st day of each month. Payment received after the 10th of the month will be subject to a \$10.00 late fee, plus \$2.00 in late fees for each additional day thereafter on which Board plus accrued late fees remain unpaid. There will be a \$30.00 charge for returned checks. If there are two or more returned checks, then the Boarder must pay in cash, money order, or credit card. When paying in cash, one must pay during staffed hours and receive a written receipt of cash from the office. Payments shall first be credited to accrued late fees and returned check charges. If the payment must be split or paid late there must be written notice to the Stable prior to the 10th of the month in digital or written form, which is to be acknowledged by the Stable in digital or written form prior to the 10th of the month

when late fees become due. If the Boarder is 30 days late on a payment, then the Stable reserves the right to take lien on the Horse and the Horse's equipment. The equipment may include the Horse's tack (saddle, bridles, trunks, etc). The Stable will sell what is necessary to pay the outstanding balance and will pay the Boarder any excess from the sale. If the sale does not pay the outstanding balance, the Stable reserves the right to take legal action.

If you know that you will be splitting your payment or you will be paying around a certain date, please describe here:

6. Deposit. A refundable deposit of \$200.00 per Horse is required at the commencement of this Agreement. Unpaid Board or Late Fees, damages to Stable, its facilities and equipment, veterinary charges, and any other unreimbursed expense incurred by Stable for Boarder's or Horse's benefit (other than Boarding as covered by this Agreement) shall be deducted from the deposit. If Boarder removes the Horse(s) prior to giving written notice of cancellation, no deposit will be refunded. Deposits are to be made per Horse on this contract. Current Boarders on the premises prior to July 1st, 2016 are exempt from this deposit, which will be verified by former contract.

7. Stable Services.

a. Stable agrees to provide a covered stall for Horse which will be mucked daily and provided 2 bags of shavings per week or 8 bags per month maximum. Extra shavings are the responsibility of the Boarder (Stall Board Only)

b. Horse will be provided with turn-out time at owner's request. However, Stable cannot guarantee a given schedule for turn-out.

c. Horse will be fed age-appropriate pellets and/or grain and/or hay. Any and all other supplements or feeds are responsibility of Boarder. If the horse requires feed that exceeds eight pounds of grain a day, then a extra fee of \$10.00 per month will be applied. If the Boarder wishes to use a different feed than the stable's choice feed, there will be a \$20.00 a month fee.

d. Stable shall have the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, Horse refuses to move or becomes a danger to itself or others. Further, if Horse becomes a danger to itself or others, Stable need not muck Horse's stall or provide turn-out time.

e. Blanketing will be provided to stall care and private paddock horses only in the temperatures below 60 degrees Fahrenheit. Multiple type of blankets will be allowed and marked accordingly with color coded tape.

8. Horse's Physical Condition/Special Care. Except as specified in this section, to Boarder's knowledge, Horse is currently sound, disease-free, and in good condition, and not in need of any special care. Exceptions:

9. Horse's Behavior. Boarder states that the Horse exhibits the following behavioral traits outside of normal behavior (ex: Cribbing, weaver, slow eating, pacing):

Stall Board description:

Horse is to be stabled during times while the Horse is not turned out. The Horse will receive 2 feedings of grain and hay a day. A third feeding will be a fee of \$15.00 a month. Blanketing and un-blanketing is included for temps under 60 degrees Fahrenheit. Stable will provide turn out daily or nightly based on Boarder's request. Stable does not guarantee the use of a single paddock per horse as the dynamics of where horses should be for their health and safety can change. When the Boarder's Horse is not in a paddock, the Stable reserves the right to use that paddock for another horse. Stable reserves the right to move the Horse's stall and/or paddock without prior notice to the Boarder.

Paddock Board description:

Horse is to be kept outside by themselves. The Stable will provide feed two times per day and hay when needed. The Boarder will have access to a stall but will be responsible for the cleaning of the stall and providing shavings. If the horse is in the stall for longer than 3 consecutive days, the Boarder must provide their own hay or pay a fee of \$7.00 per day. The Boarder is responsible for providing their own buckets and feeders in the stall of their choosing. Stable reserves the right to move the horse's stall and paddock without prior notice to the Boarder. Blanketing and un-blanketing will only be provided during bad weather while the horse is inside. If the horse is outside a blanketing fee of \$8.00 per blanketing and un-blanketing will be charged.

Pasture Board description:

Horse is to be kept outside in a pasture with other horses. The Stable will provide two feedings per day and hay when needed. Supplements will not be fed to horses with this boarding option. The Boarder will have access to a stall but will be responsible for the cleaning of the stall and providing shavings. If the horse is in the stall for longer than 3 consecutive days, the Boarder must provide their own hay or pay a fee of \$7.00 per day. The Boarder is responsible for providing their own buckets and feeders in the stall. Stable reserves the right to move the horse's stall and pasture without prior notice to the Boarder. Blanketing and un-blanketing will only be provided during bad weather while the horse is inside. If the horse is outside a blanketing fee of \$10.00 per blanketing and un-blanketing will be charged.

10. Hours of Visitation/Access to Horse. Boarder, their veterinarian, farrier, trainer, and designated guests shall have access to Stable and Horse on the following schedule: 6:00 am- 9:00 pm. If the Boarder needs access to the Horse outside of these hours, then the Boarder must contact the Stable to notify.

11. Veterinary Care.

a. Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Boarder's horse is or appears sick or injured, Stable will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives Stable permission to call Boarder's veterinarian, identified as

Dr.

(Clinic)

(Office)

(Cell)

(E-mail)

If Boarder's veterinarian is unavailable, Boarder authorizes Stable to call its veterinarian, and that Boarder will be fully responsible for all veterinarian charges so incurred.

b. Boarder also agrees that Boarder will keep Horse current on all customary worming and vaccinations, including but not limited to West Nile, Flu/Rhino, Rabies, and any and all other worming or vaccinations as may be prevailing or customary in Stable's locale. A veterinarian's note is required to be exempt from vaccinations due to allergies and reactions. Yearly vaccinations are required for Flu/Rhino and Rabies. Boarder agrees to provide Stable with a current clear coggins certificate for each Horse annually.

12. Farrier Care.

Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services. Boarder's farrier is:

(Name)

(Phone)

(E-mail)

Boarder's farrier shall have access to Stable and Horse during Hours of Visitation. If Boarder's farrier is unavailable and Boarder's horse needs farrier services, Boarder authorizes Stable to call its farrier, and that Boarder will be fully responsible for all farrier charges so incurred.

13. Outside Trainers

Boarder's trainer is:

(Name)

(Phone)

(E-mail)

Boarder's trainer shall have access to Stable and Horse during Hours of Visitation.

14. Prohibited Activities. Neither Boarder nor their guests or agents shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable without permission of Stable or that horse's owner. Disrespectful treatment of Boarder to other Boarders or Stable staff will not be tolerated and if it becomes a problem the Boarder will be given 30 days' notice to vacate the property. ABSOLUTELY NO SMOKING IN ANY STRUCTURE ON THE PROPERTY.

15. Authorized Users.

All persons having contact with the Boarder's Horse(s) will be required to sign a Release of Liability. (Copies of Release of Liability are in the Stable office, in the box by the Stable office door and by email request to officeSCRC@gmail.com.)

16. Safety and Release from Liability.

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU AND/OR YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

a. Helmets and Safety Gear. I understand that it is the requirement of Stable to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear. Initial: Initials here:

b. Horses are Inherently Dangerous. I also understand that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Stable cannot control the horses it boards, and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable's facilities. Initial: Initials here:

c. I am responsible for my own conduct and that of my Horse. I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on Stable's property.

Initial: Initials here:

d. RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK. I take full responsibility for myself and for any guest that I may bring onto the property and will not hold Stable, its principals, owners, trainers, agents, employees or affiliates responsible for accident or injury to myself, my guests, or my agents. Initial: Initials here:

e. Death or Injury to Horse. Stable, its principals, owners, trainers, agents, employees or affiliates will not be held responsible for injury or death of Horse, absent gross negligence on their part.

Initial: Initials here:

f. HOLD HARMLESS, DEFEND AND INDEMNIFY. Boarder agrees to defend, indemnify, save and hold harmless Stable and its principals, owners, trainers, agents, employees and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to Horse, or Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement. Initial: Initials here:

g. Costs, Attorneys' Fees, and Expenses. In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their guests or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For this Section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

Initial: Initials here:

h. Appropriate behavior. Boarder agrees that Salado Creek Riding Club is to be a peaceful sanctuary for those that visit. Behavior that persists to be a nuisance to others can be grounds for removal from the facility. This includes being disrespectful to others, using inappropriate language, and being overall rude to people while at the facility. Initial: Initials here:

i. Stable Rules. The Stable will, from time to time, publish Stable Rules for the safety and orderly management of the Stable. Boarder agrees to abide by the Stable Rules. Initial: Initials here:

17. Stable's Remedies. If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse hereunder, Stable reserves the right to require Boarder's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred.

18. Amendments and Modifications. The parties may amend this Agreement only by a written agreement executed by all parties.

19. Notice.

a. Notice to Stable. All notices must be in writing and delivered to Stable at the following address: Salado Creek Riding Club LLC, Deirdre R. Sabo, 5005 Summers Mill Road, Belton, TX 76513, or by email to: officeSCRC@gmail.com

b. Notice to Boarder. All notices must be in writing and delivered to Boarder at Boarder's address listed above in this Agreement or by email to the address listed above in this Agreement. Boarder agrees to provide written notice to Stable of changes to Boarder's Contact Information.

20. Assignment or Transfer. No party may assign or transfer this Agreement without the prior written consent of the other parties.

21. Entire Agreement. This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

22. Comprehension. Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

23. Governing Law and Venue. This Agreement shall be governed by the laws of Texas. Venue for resolution of disputes shall be proper in Bell County, Texas.

BOARDER: Signed: _____

Name: (printed)

STABLE: Signed: _____

Name: Salado Creek Riding Club LLC, Deirdre R. Sabo