



SALADO CREEK RIDING CLUB: EQUINE BOARDING AGREEMENT

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

Deirdre R. Malburg (Salado Creek Riding Club) of 2532 Mugho Dr.

Harker Heights, TX 76548 ("Stable") and (Name) _____ of (Street address)

_____, (City) _____, (State)

_____, (Zip code) _____ ("Boarder") as of _____, 200__.

Full Board (\$500)___ Paddock Board (\$400)___ Pasture Board(\$300)___ Other(\$)___

1. Term. The term of this agreement shall be for unspecified amount of time commencing on the date set forth above, and shall renew automatically for successive periods thereafter unless canceled on 30 days written notice by either party. 30 Days notice is REQUIRED for boarder to receive prorated board before leaving otherwise board is due for the entire month.

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)

c. _____ (age)

_____ (registered name)

_____ (barn name)

_____ (breed)

_____ (sex)

d. _____ (age)

_____ (registered name)

_____ (barn name)

_____ (breed)

_____ (sex)

3. Boarder's Contact Information.

(Name) _____, (Street address) _____,

(City) _____, (State) _____, (Zip code) _____,

(Office phone) _____, (Cell phone) _____,

(Home phone) _____, (Fax) _____,

(E-mail) _____, (Sex) _____, (Age) _____, (Level of 3

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 Than Boarder. If

Boarder is not the owner of record of Horse, the owner of record is:

(Name) _____, (Street address) _____,

(City) _____, (State) _____, (Zip code)

_____, (Office phone) _____, (Cell phone)

_____, (Home phone) _____, (E-mail) _____.

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 \$10.00 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.

If board is more than 30 days late, stable reserves the right to take lien on tack or Horse until board is paid. If board is not paid, stable reserves the right to sell tack or horse for the amount owed only. Excess from sale will be paid to the Boarder.

6. Board. Per month \$_____ is required (Board is subject to change with 30 days notice)

7. Stable's Services.

FULL BAORD

a. Stable agrees to provide a covered stall for Horse (s).

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 pellets and/or grain and hay. Any and all other supplements or feeds are responsibility of Boarder.

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. Blanking at boarder's request temperature.

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: _____

PADDOCK BOARD-

- a. Stable agrees to provide a private paddock for Horse (s)
- b. Horse will be provided with a stall in Pipe barn for inclement weather and other purposes.
 **Owner is responsible for shavings, stall cleaning, feeder, and water buckets.
- c. Horse will be fed pellets and/or grain and hay. Any and all other supplements or feeds are responsibility of Boarder.
- 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 handle horse.

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: _____

PASTURE BOARD-

- a. Stable agrees to provide community pasture for Horse (s)
- b. Horse will be provided with a stall in Pipe barn for inclement weather and other purposes.
 - **Owner is responsible for shavings, stall cleaning, feeder, and water buckets.
- c. Horse will be fed pellets and/or grain and hay. No supplements fed to community pasture horses.
- 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 handle horse.

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: _____

10. Hours of Visitation/Access to Horse. Boarder, their veterinarian, farrier, and designated guests shall have access to Stable and Horse on the following schedule: 7 days a week 7:00am-9:00pm

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. _____, with _____ (Clinic), at phone numbers (Office) _____, (Cell) _____, (Home) _____, and

(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, Rabies, Flu/Rhino, and any and all other worming or vaccinations as may be prevailing or customary in Stable's locale.

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) _____, at phone numbers (Office) _____, (Cell) _____, (Home)

_____, and (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 is in need of farrier services, Boarder authorizes Stable to call its farrier, and that Boarder will be fully responsible for all farrier charges so incurred.

13. Trainer. Boarder's trainer is: (Name) _____, at phone numbers (Office) _____, (Cell) _____,

(Home) _____, and (E-mail) _____. Boarder's trainer shall have access to Stable and Horse during Hours of Visitation. Outside trainers will be accessed a fee of \$20.00 per day per horse. In house trainers have fee waived. This also applies to lessons.

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.

15. Authorized Users. Stable has discretion when and under what circumstances to allow Boarder's designated Users to have access to Horse and Stable's facilities. Boarder's designated users are:

a. (Name) _____,

(Street address) _____,

(City) _____, (State) _____, (Zip code) _____,

(Office phone) _____, (Cell phone) _____,

(Home phone) _____, (E-mail) _____,

(Sex) _____, (Age) _____, (Level of experience with horses in general)

(Level of experience with this Horse)

(Relationship to Boarder) _____.

b. (Name) _____,

(Street address) _____,

(City) _____, (State) _____, (Zip code) _____,

(Office phone) _____, (Cell phone) _____,

(Home phone) _____, (E-mail) _____,

(Sex) _____, (Age) _____, (Level of experience with horses in general)

_____ 6

(Level of experience with this Horse)

(Relationship to Boarder) _____.

c. (Name) _____,

(Street address) _____,

(City) _____, (State) _____, (Zip code) _____,

(Office phone) _____, (Cell phone) _____,

(Home phone) _____, (E-mail) _____,

(Sex) _____, (Age) _____, (Level of experience with horses in general)

(Level of experience with this Horse)

(Relationship to Boarder) _____.

d. (Name) _____,

(Street address) _____,

(City) _____, (State) _____, (Zip code) _____,

(Office phone) _____, (Cell phone) _____,

(Home phone) _____, (E-mail) _____,

(Sex) _____, (Age) _____, (Level of experience with horses in general)

(Level of experience with this Horse)

(Relationship to Boarder) _____.

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 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.

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.

a. Helmets and Safety Gear. I understand that it is the requirement of Stable to wear a riding helmet and utilize other safety gear. 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: _____

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: _____

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. I will use appropriate language at all times and be respectful of others to ensure a peaceful Stable environment. I am also responsible for cleaning after my horse while in grooming areas and wash racks.

Initial: _____

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 owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents.

Initial: _____

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

Initial: _____

f. HOLD HARMLESS, DEFEND AND INDEMNIFY. Boarder agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, 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: _____

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 the purpose of 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: _____

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 owner'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, in a manner which provides proof of delivery:

Deirdre R. Malburg
2532 Mugho Dr
Harker Heights, TX 76548
254-715-4081

b. Notice to Boarder. All notices must be in writing and delivered to Boarder
at Boarder's address listed above in this agreement, in a manner which provides proof of delivery.

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
The State of Texas. Venue for resolution of disputes shall be proper in
Bell County, Texas.

I acknowledge that this contract is 11 pages.

BOARDER:

STABLE:

Signed: _____

Signed: _____

Name: _____

Name: _____

(printed)