

Equine Boarding Agreement

This Equine Boarding Agreement (the "Agreement") is being entered into by Harmony Hilltop Ranch, LLC, of 3964 County Road 660, Farmersville, TX 75442 ("Stable") and
Name: _____ ("Boarder")
as of _____, 20_____.

1. Term. The term of this agreement shall be on a month-to-month basis commencing on the date set forth above, and shall renew automatically for successive periods hereafter unless canceled on 15 days written notice by either party.

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

a. Name: _____ Value: _____ Age: _____
Sex: _____ Breed: _____ Color: _____
Vices/bad habits: _____
Insurance Information: _____

b. Name: _____ Value: _____ Age: _____
Sex: _____ Breed: _____ Color: _____
Vices/bad habits: _____
Insurance Information: _____

c. Name: _____ Value: _____ Age: _____
Sex: _____ Breed: _____ Color: _____
Vices/bad habits: _____
Insurance Information: _____

(If additional horses, describe separately and attach.)

3. Boarder's Contact Information.

Name: _____
Street Address: _____ City: _____ State: _____ Zip: _____
Cell Phone: _____ Daytime Phone: _____ Evening Phone: _____
E-mail: _____ Driver's License: _____ State: _____
Level of Experience: _____

Name: _____
Street Address: _____ City: _____ State: _____ Zip: _____
Cell Phone: _____ Daytime Phone: _____ Evening Phone: _____
E-mail: _____ Driver's License: _____ State: _____
Level of Experience: _____

If Boarder's information changes, or Boarder is going to be unavailable for a period of time, Boarder will notify Stable as soon as possible.

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: _____
Cell Phone: _____ Daytime Phone: _____ Evening Phone: _____
E-mail: _____ Driver's License: _____ State: _____

5. Boarding Fee. Boarding fee for Horses described above will be \$_____ per horse per month for Full / Self (circle one) pasture / stable (circle one) boarding, paid in advance. First month fee will be pro-rated to the 1st of the month based on a standard 30 day month. Board payment is due on the 1st day of each month. Payment received after the 5th of the month will be subject to a \$15.00 late fee, plus \$5.00 in late fees for each additional day thereafter on which Board plus accrued late fees remain unpaid. There will be a \$25.00 charge for returned checks. Payments shall first be credited to accrued late fees and returned check charges.

6. Deposit. A refundable deposit of \$_____ 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 chooses to remove Horse prior to giving full and proper notice of cancellation, no deposit will be refunded.

7. Stable's Services.

- a. Stable agrees to provide a covered stall for Horse which will be mucked once daily. * (Stable boarding only)
- b. Horse will be provided with turn-out time daily unless the weather conditions are such that it would be a hazard to the horse or if medically required. However, Stable cannot guarantee a given schedule for turn-out. * (Stable Boarding Only)
- c. For Full-Care only, horse will be fed nutritional and age-appropriate pellets and/or grain and/or hay as needed. 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. If horse continues to exhibit dangerous behavior for a period of not more than 2 weeks, Stable has the right to request Boarder to remove said horse from the Stable and the deposit, less damages and fees, will be refunded.
- e. If blanketing or fly cover is necessary, or at Boarder's request, an additional \$2.00 per day charge will apply for blanketing and un-blanketing. Boarder will supply the blanket which should be waterproof for use during the rainy season.

* not applicable for pasture only horses.

8. Horse's Physical Condition/Special Care. Except as specified in this section, to Boarder's knowledge, horse is currently sound, disease-free, in good condition, and not in need of any special care. Please provide shot records and proof of negative Coggins test.

Exceptions: _____

9. Horse's Behavior. (Please list anything we should know about the horses):

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: (summer) 8am to 9pm (winter) 8am to 8pm. Additional times available upon request.

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:

Company Name: _____ Doctor: _____ Phone: _____

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, Lyme disease, tetanus, sleeping sickness, influenza, and any and all other worming or vaccinations as may be prevailing or customary in Stable's locale.
- c. Boarder will supply Stable with a list of all current vaccinations/wormers and proof of a current (within 12 months) negative Coggins test prior to admittance to the Stable. Proof of Tetanus and sleeping sickness vaccines are required once yearly and influenza twice yearly.

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

Farrier Name: _____ Phone: _____

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 urgent 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: _____ 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 Boarder.

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. Each User must sign the Stable's "Equine Release and Hold Harmless Agreement" and "Stable Rules" upon their first visit to the Stable. Boarder's designated users are:

Name: _____ Age: _____ Relationship to Boarder: _____
Cell Phone: _____ E-mail: _____
Level of experience with horses: _____
Level of experience with this horse: _____

Name: _____ Age: _____ Relationship to Boarder: _____
Cell Phone: _____ E-mail: _____
Level of experience with horses: _____
Level of experience with this horse: _____

Name: _____ Age: _____ Relationship to Boarder: _____
Cell Phone: _____ E-mail: _____
Level of experience with horses: _____
Level of experience with this horse: _____

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.

- a. **Helmets and Safety Gear.** I understand that it is a requirement of the Stable to wear a riding helmet and to 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: _____
- b. **Horses are Inherently Dangerous. Warning - Under Texas Law (Chapter 87, Civil Practice and Remedies Code), a farm animal professional is not liable for an injury to or the death of a participant in farm animal activities resulting from the inherent risks of farm animal activities.** 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. 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 Boarders, agents, or employees responsible for accident or injury to myself, my guests, or my agents. Initial: _____
- e. **Death or Injury to Horse.** Stable, its Boarders, 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 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. Notices.

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:

Harmony Hilltop Ranch, LLC.

3700 Cadet Lane

McKinney, Texas 75072

(972) 850-8208

management@harmonyhilltopranch.com

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 Collin County, Texas.

24. Right of Lien. Boarder 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. Initials: _____

25. Stable Rules. Boarder hereby acknowledges receipt and understanding of the current Stable Rules, which are incorporated by reference in full, as if fully set forth herein. Boarder 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. Boarder acknowledges the Rules include but are not limited to:

- a. No smoking, no alcohol consumption, and no pets on HHR premises.
- b. Everyone must sign a liability waiver / hold harmless agreement.
- c. Be aware of the location of fire extinguishers and the Emergency Turnout Plan.
- d. No person shall handle or ride a horse under the influence of any intoxicating substance.
- e. All horses will wear a halter in the pastures until they come when called and submit to haltering.
- f. Everyone will clean up after themselves and their horse, everywhere.
- g. If you find a gate open, leave it open; otherwise close it behind you.
- h. No unaccompanied children under 16 in the barn; keep children under control for everyone's safety.
- i. No borrowing anything without the owner's permission.
- j. No food (hay, grain, carrots, etc.) or water in the arena.
- k. No use of items in the refrigerator unless it is something you brought or you have the owner's permission.
- l. Only ranch management can operate tractors or any other powered equipment.
- m. Follow all instructions from ranch management.
- n. Everyone is required to wear an ASTM/SEI approved helmet when mounted on a horse for pleasure and instruction. The only exception is when working on liberty rules with an HHR instructor.
- o. No horses are to be turned out or free lunged in the arena.
- p. Long pants and closed-toe shoes must be worn for riding.
- q. Do not give treats to horses other than your own, unless approved by the owner.
- r. Turn off the lights in the arena/barn, close barn doors, and secure entrance gate if you are the last person in the area.
- s. Lessons being conducted by our trainers have priority and right of way in the indoor arena and outdoor rings. Riders not in the lesson may be asked to "pull over" and wait in a safe area while students are jumping courses. If there is ever a question of control and safety, the trainer has the right to ask riders to use only a designated portion of the arena or to leave the arena until the lesson is finished.

Stable may revise these Rules from time to time and Boarder agrees any revision shall have the same force and effect as current Rules. Failure, as determined in Stable's sole discretion, of Boarder or Boarder's guests and invitees to abide by Stable Rules may result in Stable declaring Boarder in default hereunder and result in termination of this Agreement.

Additional Services: (Please initial next to each desired service and note that prices are for each time the service is performed and are subject to change at any time.)

_____ Deworming \$15-\$25 _____ Farrier \$45 _____ Vaccines \$55 _____ Locker \$10 monthly
 Additional Fees: Stall \$15 per day, Feed \$5 per feeding, Clean Stall \$5, Hydrotherapy \$25 per session

Boarder:

Print Name	Signature	Date

Stable:

Print Name	Signature	Date