

**BOARDING AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING**

THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR

THAT OF YOUR BOARDED HORSE.

**THIS AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, made between Silver Spur Stables, LLC with its principal business located at 1226 County Road 45 Angleton, Texas 77515 hereinafter called “STABLE”; and

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called “OWNER”.

1. **FEES, TERM & LOCATION.**

**MONTHLY RENTAL—REGULAR STALLS: $595.00**

**Premium feed is additional $30 per month**

**THE RENTAL RATES STATED ABOVE COVER THE STALL ONLY. CONSUMABLES SHALL BE PROVIDED AT DELIVERED MARKET VALUE PLUS HANDLING CHARGES. CONSUMABLE INCLUDE FEED, SUPPLEMENTS, HAY, ALFALFA, BEDDING, AND ZEOLITE OR SUBSITUTE AT STABLE’S DISCRETION. MONTHLY RENTAL INCLUDES STALL CLEANING AND MAINTENANCE, TWICE DAILY FEEDING, AND ONCE DAILY TURN OUT. ADDITIONAL SERVICES MAY BE PROVIDED UPON REQUEST FOR AN ADDITIONAL CHARGE.**

 **NO OUTSIDE CONSUMABLES ARE PERMITTED.**

**IF OWNER DESIRES SPECIAL FEED (OTHER THAN THE STABLE STANDARD) PLEASE IDENTIFY THE FEED REQUIRED BY BRAND AND DESCRIPTION AND STABLE WILL OBTAIN IT.**

For the first term, the applicable stall rental shall be paid by OWNER in advance to STABLE. Upon receipt of payment and current Coggins documentation, STABLE agrees to board the herein described horse(s) at STABLE located at 1226 County Road 45 Angleton, Texas 77515 commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Consumables are billed to Owner monthly. Invoices are payable upon receipt.

Unless personal checks are pre-approved by STABLE all payments shall be made by cash or credit card. Any credit card or processing charges shall be added to the amount due. A penalty of $50.00 shall be assessed for any returned check(s). Late fees at the rate of $20 per day shall accrue on invoices not paid within 5 days of billing.

Subject to space available, STABLE may permit OWNER to park one trailer parking on premises for an additional charge of $50.00 per month. Trailer parking spaces are assigned and spots are on a first come basis. No overnight camping or inhabitation of any trailer is permitted without express written permission of the STABLE. Trailers in disrepair must be removed upon notice from STABLE.

***If payment is not received*** *by the 5th day of any month, the monthly fee will be* ***raised ten (10) percent*** *per month for the balance of the term which is then due on the 1st of each month. Said payment shall be paid immediately by the OWNER to the STABLE.*

The STABLE’S fee schedule may change from time to time at the sole discretion of STABLE. Should such change occur, STABLE shall give OWNER no less than 30 days written notice.

OWNER is responsible for any damage done by OWNER or OWNER’s animal or property.

Upon signing this Agreement, OWNER shall pay to STABLE the sum of **$\_\_\_\_Waived\_\_\_\_\_\_\_\_\_ as a security deposit in addition to any other fees aforementioned**. OWNER may not, without STABLE’S prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 45 days after OWNER has vacated the premises, returned keys and provided STABLE with a current address, STABLE will return the deposit in full or provide OWNER a written statement itemizing the description and amount of the security deposit retained by STABLE, along with a check for any deposit balance. The OWNER is not entitled to any interest on the security deposit for the time period during which it is held by the STABLE.

The term of this Agreement shall begin on \_\_\_\_\_\_\_\_\_\_\_, 20\_\_ and continue on a month-to-month basis until terminated in accordance with the provisions of this Agreement.

**2. DESCRIPTION OF HORSE(S).** Please fill out one “Owner’s Information” form per animal that will become a part of this contract.

**3. FEED & FACILITIES**. STABLE will feed twice per day, hay, clean stalls, shavings and supply clean water with the cost of full board. The feeding supplements, supplied by the OWNER, will carry no additional charge. There is no feeding of your own horse at any time unless cleared by the STABLE management (this does not include horse cookies or treats). Any and all medications and bandaging, under a veterinarian direction, to be given or applied to their horse by the STABLE shall be charged for accordingly by the STABLE management and be supplied by the OWNER with written instructions on where and how the OWNER wants the medication applied. The OWNER takes full responsibility for the liability of their horse and the medication that is being given to said horse.

*The OWNER has seen* ***and accepted the property “as is”*** *and is satisfied with the conditions of said property and any insurance on their horse is the OWNER’S responsibility to purchase from an appropriate company of their choosing. The OWNER also acknowledges and accepts the fact that the STABLE management and/or staff* ***are not on site at all times****. The STABLE is open from 9:00 AM to 9:00 PM daily. Contact STABLE for afterhours access.*

**4. TRAINING**. STABLE will allow only a resident stable trainers and staff to provide training and/or riding lessons. Trainers are not employees of *STABLE* but are independent contractors. Trainers must be contracted through STABLE and no trainer not so contracted is permitted on the premises. STABLE does not otherwise provide exercise for animals. Owner shall be solely responsible for any loss or damage, or injury to person or property, caused by trainers or resulting from training or lessons and OWNER hereby agrees indemnify STABLE for and defend STABLE against any claim, suit, or demand brought by or on behalf of trainer or any other person for injuries, damages, or losses resulting from or related to trainer’s conduct or training or lessons. OWNER shall remain solely responsible for the exercise of the animal(s).

**5. RISK OF LOSS**. During the time that the horse is in custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse or any other liable for any property of OWNER or any other injury, loss, or damage. OWNER shall indemnify and defend STABLE from and against any claim, demand, or cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse or the presence of the horse, OWNER, or any guest of OWNER or any person OWNER allows on STABLE’s property either intentinally or unintentionally. This includes, but is not limited to, any claim or demand of any description including, without limitation, claims or demands for injury, damage, death or disability of or to the OWNER or anyone on the premises at OWNER’S invitation, request or with OWNER’s permission or consent, or on OWNER’s behalf, or injury, damage, loor death to OWNER’s property including the horse, whether or not such injury or loss occurs on STABLE’S premises. The OWNER fully understands that STABLE does not carry any insurance on any horses not owed by it, STABLE carries no insurance for OWNER’S horse or coverage under any 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 is in the possession on the premises of STABLE, are to be borne by the OWNER. **OWNER is hereby notified that loss, damage, theft, or injury to OWNER’S horse, tack, equipment and trailer or to OWNER’s person or any other person are not covered by STABLE’S insurance and OWNER agrees that STABLE shall not be liable for any such loss or damage.** The actual OWNER, having financial interest in such items, must carry his or her own personal property insurance under a homeowner’s, tenants or other insurance policy, or under a separate policy as in the case of the loss of a horse.

**6. HOLD HARMLESS**. In consideration of STABLE undertaking the board and related services under the terms and conditions set forth herein, OWNER agrees to hold STABLE and its associates, assigns and agents, harmless from any claim resulting from damage or injury arising out of the boarding of OWNER’s horse, the storage of any property belonging to OWNER, or any other loss, injury, or damage of any kind arising out of or related in any way to the boarding of OWNER’s horse, the storage of OWNER’s property, the presence of OWNER, OWNER’s horse, OWNER’s property, or any guest, invitee, agent, servant, employee, or independent contractor of OWNER. OWNER further agrees to promptly pay for the cost to repair any damage or to pay for any injury or loss caused by said horse to anyone and agrees to pay any legal fees, and/or expenses incurred by STABLE in defense of such claims.

**7. EMERGENCY CARE**. STABLE agrees to attempt to contact OWNER should STABLE feel that medical treatment is needed for said horse. In the event neither the OWNER nor OWNER’s alternate contact designated below cannot be contacted or if contacted fails or refuses to make decisions about treatment, , OWNER hereby grants STABLE permission and authority to secure emergency Veterinarian care and/or blacksmith care at OWNER’s expense and for OWNER’s account, and OWNER agrees to reimburse STABLE for any expenses incurred on OWNER’s behalf or on behalf of OWNER’s property. Should STABLE arrange for any emergency care for OWNER’s horse or property OWNER agrees that STABLE shall charge a fee of $150.00 for such service, in addition to any direct expenses associated with provision of emergency service. The STABLE and its employees are hereby authorized as an agent for the OWNER to call the veterinarian and/or farrier designated below by OWNER, or to arrange for care and services by alternative veterinarian and/or farriers in its sole discretion.

Dr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vet Emergency Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And should he/she be unavailable, to call any other licensed Veterinarian that can handle the call. OWNER is responsible to pay all costs relating to this care. The STABLE is authorized to act as OWNER’S agent and to arrange billing to the OWNER. In an extreme emergency situation where transportation to Texas A&M is advised immediately, and the bill can be in the thousands, and you as OWNER cannot be reached you wish the STABLE

To \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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The STABLE is capable of transporting the OWNER’S horse immediately to whatever facility of their choosing per the OWNER’S instructions. The OWNER is however responsible for mediation and trailering costs of said trip.

Farrier\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And should he/she be unavailable, to call any other Ferrier that can handle the call. OWNER is responsible to pay all costs relating to this care. The STABLE is authorized to act as OWNER’S agent and to arrange billing to the OWNER*.*

**8. SHOEING, TRIMMING AND DE-WORMING**. OWNER agrees to provide the necessary trimming, shoeing and de-worming for the horse. OWNER agrees to provide the necessary de-wormer and follow a de-worming schedule according to the type of de-wormer the OWNER is using. OWNER agrees to provide the necessary farrier work for the comfort and safety of the horse. Also, if the STABLE has a concern about the horse’s feet the OWNER will be notified of the concern and OWNER must call their farrier to remedy said concern.

**9. RISK OF LOSS-INSURANCE**. OWNER acknowledges that there could be a risk of injury, damages, or loss of life to said horse by keeping said horse at pasture. OWNER expressly assumes such risk and waive(s) any claim he or she might state against STABLE as a result of injury incurred in boarding said horse at the STABLE. OWNER also acknowledges that his or her property, including but not limited to the vehicle, horse trailer, tack and any other property, may be at risk of damage when located in the pasture area of the STABLE. OWNER expressly assumes such risk and waive(s) any claim he or she might state against STABLE as a result of such property being located in the pasture area.

The undersigned(s) further agree(s) to hold the OWNERS harmless for physical injury to others, property damage, or loss of life, which result from the undersigned's horse. It is agreed that during the term of this agreement the risk of said horse shall be assumed by OWNER, and in the event of loss or injury of the horse, OWNER agrees to hold STABLE harmless from any loss or injury to said horse. It is specifically understood that the STABLE is not providing any type of insurance for the horse or OWNER.

OWNER further agrees to reimburse and pay for any property owned by STABLE, which is damaged by OWNER or OWNER’S horse. If the horse becomes excessively destructive or STABLE is unable to handle the horse because of behavioral problems and such inability to handle such horse causes a risk to the horse or to the STABLE and/or any employee, agent, leader, instructor, contractor or volunteer, STABLE may terminate this Agreement and OWNER must remove the horse from the property within ten (10) days of written notice of such termination pursuant to said conditions.

**10. OWNERSHIP AND VACCINATIONS UPON ENTRY ONTO PREMISES and ONGOING VACCINATIONS AND DE-WORMING**. OWNER warrants that he/she owns said horse and will provide to STABLE, proof of such ownership. Horse shall be free from infectious, contagious or transmittable disease. Required: Negative Coggins Report within the past 12 months; Veterinarian’s health certificate; a health, worming and immunization record; proof of ownership.

STABLE may schedule a “clinic” with their primary veterinarian at which time OWNER will have the option to obtain necessary de-worming, vaccinations, oral hygiene, genital hygiene, or what the veterinarian recommends for that time of year.

STABLE requires OWNER to follow a de-worming schedule according to the type of de-wormer the OWNER is using and for horse to have vaccinations in the spring and fall of each year. OWNER agrees to provide proof of such de-worming and vaccinations upon request of STABLE, if they are not obtained through the STABLE’S “clinic”.

STABLE reserves the right to refuse horse if not in proper health upon arrival. *STABLE* reserves the right to notify Owner within 7 days of horse’s arrival if horse is in *STABLE* opinion, is deemed dangerous, sick or undesirable for boarding stable. In such case, owner is responsible for removing horse within seven (7) days and for all fees incurred during horse’s stay. After all fees have been paid, this Contract is concluded.

**11. DEFAULT**. OWNER shall be deemed to be in default of this Agreement upon any failure to pay fee or expense provided for herein when due or if Owner defaults in the performance or observance of any of the covenants or performance of any conditions of this Agreement and such default shall continue for ten days after written notice thereof in any of which cases STABLE may declare this Agreement in default, terminate the Agreement or bring suit for collection of monies due STABLE or seek such other remedies as are available to it by law or take any or all such action. OWNER grants to STABLE, to the full extent permitted by law, a possessory lien upon all property of OWNER on STABLE’s premises to secure payment of any and all amounts due hereunder. In addition to the consensual lien established hereunder OWNER acknowledges STABLE’s rights under Chapter 70 of the Texas Property Code.

**12. ASSIGNMENT**. This Agreement cannot be assigned by the OWNER without the express written consent of STABLE.

**13. TERMINATION**. Unless otherwise provided herein, this Agreement is a month to month tenancy and either party may, terminate this Agreement by giving the other party thirty days written notice thereof.

**14.** **STABLE’S RIGHT TO REFUSE BOARD.** STABLE reserves the right to refuse the continuation of board of any horse for any reason, to include but not limited to: animal’s poor health or unsoundness; dangerous propensities, habits and/or vices which STABLE is not equipped to handle; OWNER’S refusal to obey STABLE rules or to cooperate with STABLE; OWNER’s refusal to follow STABLE rules or to comply with reasonable requests relative to the management, welfare and safety of animals and people on premises; or the discontinuation of the business of boarding horses. In such event STABLE shall give OWNER ten (10) days written notice to remove boarded horse from premises. After all fees have been paid in full this agreement is concluded. Failure to pay boarding fees or other charges as due shall also entitle STABLE to immediately terminate this Agreement, and to keep the animal in STABLE’S possession until all fees and charges are paid in full.

**15. HOURS AND ACCESS.** Stable hours are 8 a.m. to 8 p.m. Access to stable and its facilities is prohibited without the prior written consent of STABLE. OWNER shall be given one gate access card when OWNER’s horse arrives on premises. The card remains the property of the STABLE and must be returned in good condition upon STABLE’s request. Replacement cards are available at a cost of $20 per card. OWNER acknowledges that the card is for the exclusive use of OWNER and that the card may not be give or loaned the card to any person. Unaccompanied visitors are not permitted on STABLE premises without STABLE’s prior written consent. All visitors must execute a HOLD HARMLESS AGREEMENT prior to entering the premises. No person under the age of 18 is permitted on premises unless the minor’s parents and/or legal guardian(s) have first executed a HOLD HARMLESS AGREEMENT in favor of STABLE. No unaccompanied minors are permitted on premises except with STABLE’s prior written permission, for purposes of instruction.

**16. WORKING RANCH:** OWNER acknowledges that STABLE is located on a working ranch. Many natural and man-made hazards exist on the premises including, without limitation, operation of heavy equipment, wild animals, venomous insects and reptiles, and large and dangerous domestic animals.

**17. RIDING SURFACES.** Horseback riding is restricted to areas approved by STABLE. **ABSOLUTELY NO RIDING IS PERMITTED IN PASTURES, OR WALKWAYS, OR IN OTHER AREAS EXCEPT THE COVERED ARENA, THE OPEN ARENA, AND DESIGNATED BRIDLE PATHS.**

**18. AGREEMENT SCOPE AND GOVERNING LAW.** This Agreement shall be legally binding upon STABLE and OWNER and OWNER’S parents and/or legal guardians, should OWNER be a minor, when signed by both parties. This Agreement is entered into the State of Texas and will be interpreted and enforced under the laws of this state. Venue for any action hereunder shall lie exclusively in Brazoria County, Texas and OWNER consents to the jurisdiction of the State Courts of Brazoria County for purposes of any action hereunder. OWNER represents and warrants that (s)he has read this agreement, understands its provisions, and has had the opportunity to consult legal counsel of his (her) choosing prior to executing this agreement. If any provision of this agreement shall be held unenforceable, the remainder of the agreement shall continue in full force and effect and shall remain binding on the parties as though the unenforceable provision had not been included herein.

**19. STABLE RULES**. STABLE may from time to time post reasonable rules in connection with the operation of its facilities. Such rules shall become a part of this Agreement and any failure to observe them on the part of Owner or Owner’s designees shall constitute a default under this Agreement.

**20. EQUINE ACTIVITIES LAW.** OWNER understands and agrees that horses may be dangerous, and that riding, training, grooming, and/or otherwise caring for a horse is a hazardous activity and OWNER agrees that STABLE has undertaken no obligation, owes no duty, and has no liability for personal injury, death, or loss or damage to OWNER’s property. OWNER acknowledges and agrees that this contract is subject to Chapter 87 of the Texas Civil Practice & Remedies Code, and further agrees that ALL of STABLE’S acts and activities hereunder shall be deemed farm animal activities within the meaning of that Chapter and that STABLE shall be conclusively deemed a farm animal activity sponsor within the meaning of said Chapter.

**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.**

**21.** Further, all persons designated as OWNER in this Agreement on behalf of themselves and their representatives, heirs and assigns, hereby release, waive, discharge and agree not to sue STABLE**,** its officers, directors, shareholders, employees, agents, contractors, farriers, veterinarians and trainers and their successors and assigns with respect to any loss or damages, injuries or death to OWNER and the horse utilized by them or to any other property of theirs, whether caused by the acts of any such persons or otherwise.

**22.** OWNER, on behalf of himself and his designees, and their respective representatives, heirs and assigns, hereby releases, waives, discharges and agrees not to sue STABLE, its officers, directors, shareholders, employees, agents and contractors and their successors and assigns with respect to any liability or claim made by any person with respect to the loss, sickness, disease, estray, theft, injury or death of the horse, whether caused by the negligence of STABLE or otherwise.

**23.** OWNER also similarly and to the same extent, releases such persons named above from any claims or demands with respect to any first aid, treatment or other services rendered to OWNER or OWNER’s designee or the horse utilized by OWNER or OWNER’s designee in connection with the services contemplated by this Agreement.

**24. CHOICE OF LAW:** This agreement is a legal and binding document and shall be interpreted under the laws of the State of Texas without regard to any conflict of laws rules that might otherwise apply.

**25. JURISDICTION, VENUE, AND LIMITATION ON DAMAGES:** Any disputes arising under this agreement or out of the relationship of the parties or their owners, principals, agents, servants, employees, officers, or directors shall be resolved by a non-jury trial in the courts of the State of Texas sitting in Harris County. The parties hereby consent to the jurisdiction of such courts over their persons and waive all rights to remove any case subject to this clause to any Federal Court, or to seek a change of venue, or to move for dismissal under the doctrine of *forum non conveniens* or any similar doctrine.

 Executed this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

“STABLE” “OWNER”

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By: Silver Spur Stables By:

Jody and/or Michael Sydow \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1226 County Road 45

Angleton, Texas 77515 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(979) 267-3202 Address

jody@silverspurstables.horse

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 Phone