



## Boarding Agreement

This Boarding Agreement (the "Agreement") is being entered into by Southlake Equestrian, LLC ("Stable") and \_\_\_\_\_ ("Boarder").

### 1. Effective Date

This agreement becomes effective the day that the horse is delivered to the farm and/or the date this agreement is signed by the boarder.

### 2. Identification of Horse

Stable Name: \_\_\_\_\_

Registered Name: \_\_\_\_\_ USEF #: \_\_\_\_\_

Breed: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_

### 3. Boarder's Contact Information

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### 4. Emergency Contact

In the event the owner of the horse cannot be reached, the following person is authorized to make medical decisions on my horse's behalf:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship to me: \_\_\_\_\_

### 5. 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 from 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 owner of record of horse, the owner of record is:

Name \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

USEF #: \_\_\_\_\_

**6. Boarding Fees - \$1500/month**

**Quarterly Surcharge of \$75 due January, April, July, October**

Included in board: Custom training program, daily turn-out on days that farm is open (weather permitting), stalls cleaned 2X daily, high quality bedding added as needed, use of 2 large arenas, heated/air conditioned lounge, high quality feed and Bermuda coastal hay given 2X/day plus 2 flakes of alfalfa given at lunch.

Boarder agrees to pay for board and any additional fees that may accrue. Bills are due upon receipt. Any boarder that continues to pay invoices late will be charged a late fee of \$50/week. A return check fee of \$50 will be applied for any check returned by their bank. A security deposit of \$1400 is due on the first day of boarding and will be applied towards the last months board should boarder adhere to 30 day written notice policy (See #13)

Boarder is obligated to give a minimum of 30 days written notice if they decide to leave the facility. If they do not provide 30 days, they will be charged for an additional month of board.

**7. Horse Behavior** - Boarder states that the horse exhibits the following behavioral traits:

\_\_\_\_\_

\_\_\_\_\_

**8. Mortality & Major Medical Insured?** (Please initial yes or no)

\_\_\_\_\_ Yes, Company Name: \_\_\_\_\_

\_\_\_\_\_ No

If yes, Policy #: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_

Please specify type of insurance your horse has (major medical, mortality, colic care, etc)

\_\_\_\_\_

**9. Veterinary Care**

a. Boarder agrees and understands that it is their financial responsibility to provide horse with proper veterinary care and veterinary services. Boarder understands that if boarder's horse appears sick or injured, stable will first try to contact boarder. If boarder is unavailable, or horse has an emergency, boarder gives stable authority and permission to call the first available veterinarian or administer such care as stable in it's sole discretion determines appropriate. Boarder will be responsible for all veterinary charges incurred. \_\_\_\_\_ Initial

b. Boarder also authorizes stable to keep horse current on coggins, customary deworming and Spring/ Fall vaccinations. (Notice will be given to boarders prior to administration for vaccines.) Cost of coggins, vaccines & deworming is the responsibility of each boarder who reside at Southlake Equestrian to maintain the health & wellness of all our residents.

c. Boarder agrees to notify Southlake Equestrian in writing and provide at least one week's notice when they are out planning a trip out of town or are planning a vacation. Boarder agrees to have an emergency contact designated to make decisions and be financially responsible on behalf of their horse should an emergency occur. This emergency contact will also be notified by boarder and will understand their responsibilities. **Please note, for your horse to obtain emergency veterinary care at any equine hospital, a credit card deposit is necessary and NOT the responsibility of Southlake Equestrian. It is the responsibility of the horse owner.** \_\_\_\_\_ Initial

## 10. 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 written permission of stable or that horse's owner. \_\_\_\_\_ Initial

## 11. Safety & 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 NEGLIGENCE OF STABLE.**

**ATTACHED HERETO AS EXHIBIT B IS A RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU ARE UNDERSTANDING OF AND AGREEING TO ITS TERMS. ADDITIONALLY, YOU AGREE TO THE FOLLOWING:**

a. Horse are inherently dangerous

I also understand that engaging in equine activities is an inherently dangerous activity, and that by doing so, 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 horse 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

b. I am responsible for my own conduct and that of my horse

I understand that I will handle my horse and will conduct myself at my own risk while I am on stable's property. \_\_\_\_\_ Initial

## 12. Southlake Equestrian 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 incurred.

Stable remedies for non-payment, include without limitation of remedies provided by law, shall include a lien on the horse and all tack and equipment possessed by boarder on stable property.

## 13. Amendments & Modifications

The parties may amend this agreement only by a written agreement executed by all parties.

## 14. Notice

Boarder must give a 30-day written notice to stable. If boarder does not, they will be charged for those 30 days and security deposit will be forfeited.

## 15. Assignment or transfer

No party may assign or transfer this agreement without the prior written consent of the other party.

**16. Entire Agreement**

This agreement and its attachments contain 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.

**17. 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.

**18. Governing Law & Venue**

This Agreement shall be governed by the laws of Texas. Venue for resolution of disputes shall be proper in Denton County.

Boarder Printed Name: \_\_\_\_\_

Boarder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent if Boarder is a Minor (print): \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Stable:  
Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_