



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 Susan Collins, doing business as “SCC Farm” with its principal business located at 32980 Wright Rd Magnolia Tx 77388, hereinafter called “STABLE”; and

Name: _____ Email Address: _____

Physical Address: _____

Phone: _____ Work: _____ hereinafter called “OWNER”.

1. FEES, TERM & LOCATION.

The following terms, fees, payment schedules and location apply:

TERM	FEE	PAYMENT	Type
MONTHLY:	\$ _____ per horse	Due and payable 1 st day of each month	_____ Pasture _____ Stall

For the first term, the applicable fee 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 32980 Wright Rd Magnolia Tx 77355 commencing on _____. A penalty of \$35.00 shall be assessed for any returned check(s) that are submitted by the OWNER to the STABLE. STABLE provides trailer parking for a fee of \$50 per month per trailer. There are no assigned parking spaces and spots are on a first come basis.

If payment is not received by the 5th day of any month you will be charged at \$15 late fee.

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. The STABLE reserves this right based on the changes in costs of operating said STABLE, including but not limited to the cost of grain, hay, electricity, water, and other related operational costs.

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.

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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 and supply clean water with the cost of 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, 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 both Matthew Collins and/or Susan Collins **are not home at all times.***

4. **TRAINING.** STABLE will allow certain trainers to provide training services for Owner and Owner's designees as requested. Trainers are not employees of STABLE but are independent contractors to Owner and Owner's designees and will bill Owner of such designees for such services as requested. STABLE will require these trainers to have Comprehensive General Liability Insurance and provide evidence of such insurance of which is on file at STABLE. Otherwise the OWNER shall be 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 cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while 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 while on STABLE'S premises direct loss, damage, theft, or injury to OWNER'S horse, tack, equipment and trailer are not covered by STABLE'S insurance.** 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 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 the OWNER is not available to make decisions about treatment, nor can the alternate person be reached, the STABLE has the authority to secure emergency Veterinarian care and/or blacksmith care. The STABLE and its employees are hereby authorized as an agent for the OWNER to call the veterinarian and/or farrier.

Dr. _____ Phone: _____

Vet Emergency Phone: _____ Pager: _____

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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 _____

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 Farrier 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. SHOING, TRIMMING AND DE-WORMING. OWNER agrees to provide the necessary trimming, shoeing and de-worming for the horse if the OWNER does not want to use the STABLE's farrier. 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.

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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 fees 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 should make every attempt to work with the STABLE in working out a payment plan before they get into trouble, if that cannot be done please just come talk to us, we can work things out.

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

13. TERMINATION. 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 on reasonable requests relative to the management, welfare and safety of animals and people on premises; and, also in event of 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. VISITOR PERMISSION TO HANDLE HORSE. In the event someone other than OWNER and/or OWNER'S family members call for, or seek possession of, the boarded horse at STABLE, such parties shall have written permission of other agreed upon pre-arranged permission to remove, handle, or ride specific boarded horse.

16. 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. If any clause, phrase or word is in conflict with State Law then that single part is null and void.

18. 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.

THIS AGREEMENT IS SUBJECT to the laws of the State of Texas.

BOARDING AGREEMENT

Executed this _____ day of _____, 20__.

“STABLE”

“OWNER”

By: SCC Farm
Matthew and Susan Collins
32980 Wright Rd

Magnolia, TX 77355
(281) 253-7789

By:

Address

Phone

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.

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, ferrriers, 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.

This release specifically covers, but is not limited to, inherent risks of an equine activity which means a danger or condition that is an integral part of an equine activity including, but not limited to, any of the following:

- a. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- b. The unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- c. Hazards, including, but not limited to, surface or subsurface conditions;
- d. A collision with another equine, another animal, a person, or an object.
- e. the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

The term “equine activity” is defined to include, among other things, the activities you engage in at STABLE with respect to the riding and boarding of horses and the term “equine activity participant” includes you identified as “Owner” and other riders and boarders in that regard.

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.

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.

