

## HORSE BOARDING AGREEMENT

This Horse Boarding Agreement (the "Agreement") is made between **Starline Stables located at 1212 Dove Hill Rd. Justin, TX 76247** (the "Stable") and:

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

Address: \_\_\_\_\_ (the "Boarder")

### 1. SERVICES

- (a) The Stable agrees to provide and perform the "Services" to Boarder's "Horse(s)" described in Exhibit A.
- (b) The Stable reserves the right to reasonably limit or alter it's services or refuse any additional services to reduce the risk of harm to the Stable's facilities, other horses, Boarders, visitors, and staff.

### 2. TERM, RENT AND PAYMENT

- (a) The rent payable for the use of the Stable's facilities and the agreed upon Services in the amount listed in Exhibit A, shall be paid in advance on the first day of each month. If services are to commence in the middle of the month, the amount due in advance shall be prorated for the remainder of the month.
- (b) Rent payments not received in full by 0600 central standard time on the 5th day of each month, will be subject to a thirty-five dollar (\$35.00) late fee PER HORSE. Should the Boarder choose to make a payment with a personal check, a returned check fee of \$35 will be due in addition to any late fees and outstanding balance.
- (c) The Stable reserves the right to bill any incidental expenses incurred by the Boarder and/or their Horse(s) for sums less than one hundred dollars (\$100) on a quarterly basis.
- (d) The Stable as its sole discretion, reserves the right to increase the rent with 30 days notice. Prices of additional services the Stable may offer that are not included under this Agreement are subject to change without notice.
- (e) Any temporary absence of the Horse(s) due to leisure travel, competition, medical treatment or the like, DOES NOT reduce the monthly rent due each month.

### 3. STANDARD OF CARE

- (a) The Boarder shall, at its sole responsibility and expense, provide at a MINIMUM, the following care:
  - (i) Hoof trimming no less than every 8 weeks,
  - (ii) Annual veterinary care to obtain Rabies, Strangles, Tetanus, VEWT/Flu/Rhino vaccinations, Negative Coggins and dental care deemed necessary by a licensed veterinarian,
  - (iii) Waiver of any vaccinations will require a note from a licensed veterinarian,
  - (iv) Twice yearly fecal float testing and necessary deworming if the Boarder elects not to follow more stringent deworming protocols,
  - (v) Veterinary care for any serious injuries or illness deemed necessary by the Boarder or the Stable,

- (b) Upon the Boarder's neglect of their duties under Subsection (a), the Stable will give the Boarder 30 days notice before obtaining routine maintenance care at the Boarder's expense.
- (c) IN THE EVENT OF AN EMERGENCY THAT MAY WARRANT PROMPT ADMINISTRATION OF PRESCRIPTION MEDICATIONS INCLUDING INTRAVENOUS OR INTRAMUSCULAR MEDICATIONS INCLUDING BUT NOT LIMITED TO INJECTABLE ANTI INFLAMMATORIES AND SEDATIVES,  
**THE BOARDER HEREBY ELECTS:**
- OPTION A.** To allow the Stable, or an agent the Stable deems capable, to administer intravenous or intramuscular injections as soon as possible prior to notification of the Boarder and/or the Boarder's authorized representative.
- OPTION B.** To allow the Stable, or an agent the Stable deems capable, to administer intravenous or intramuscular injections if the Boarder or the Boarder's authorized representative can not be reached within the time period after the onset of concerning symptoms designated in the **Special Instructions** section of Exhibit A.
- OPTION C.** To allow the Stable, or an agent the Stable deems capable, to take SPECIFIC ACTIONS under SPECIFIC CONDITIONS designated by the Boarder in the **Special Instructions** section of Exhibit A.
- OPTION D.** To allow the Stable to administer non-invasive medications as directed and will allow ONLY a licensed veterinarian to administer injectable medications to Boarder's Horse(s).
- (d) THE BOARDER HEREBY ACKNOWLEDGES THAT **THE STABLE AND ITS AGENTS ARE NOT LICENSED VETERINARIANS, VETERINARIAN TECHNICIANS OR CERTIFIED VETERINARY ASSISTANTS** AND ARE PROVIDING EMERGENCY CARE UNDER THE GENERAL SUPERVISION OF A LICENSED VETERINARIAN AND THE INHERENT RISKS INVOLVED BY AUTHORIZING EMERGENCY MEDICAL TREATMENT BY A NON-LICENSED VETERINARY PROFESSIONAL INCLUDING, BUT NOT LIMITED TO **INCREASED RISKS OF INFECTION, FURTHER INJURY, DEATH AND AGREES TO HOLD THE STABLE HARMLESS IN THE EVENT THEY OCCUR.**
- (e) Any emergency requiring immediate treatment by a veterinarian and the Stable is unable to reach the Boarder or its authorized agents, the Boarder hereby authorizes the Stable to secure emergency diagnostic and/or treatment in the amount of \$\_\_\_\_\_ to be paid by the Boarder NOT INCLUDING costs for emergency transportation, or disposal.
- (f) Notwithstanding subsection (c), the Stable DOES NOT guarantee the availability to perform any or all emergency medical treatments the Boarder has authorized the Stable to perform.
- (g) In the event of an emergency and the Boarder or its authorized agents are unavailable, the Stable will attempt to contact the Boarder's preferred veterinarian first but CAN NOT guarantee emergency care will be performed by the Boarder's preferred veterinarian.
- (h) Upon the Horse(s) death, the Boarder is responsible for all costs associated with removal and disposal.

#### 4. ACCESS AND USE OF FACILITY

(a) In addition to the services the Stable agrees to provide the Boarder in Exhibit A, but subject to availability and approval of the Stable, at no additional cost, will have reasonable access to:

- (i) The barn, designated parking areas, tack room(s), bathroom, indoor arena, outdoor arena, round pen, wash-rack, and pastures where horses are kept unless that area is closed for maintenance or repair.
- (ii) Storage of 2 saddles, 2 bridles, 1 [ approximately 2'W x 38"D x 2"H ] tack trunk PER HORSE. Requests for additional storage space is subject to the approval of the Stable. Storage space is not exclusive, and may be moved by the Stable to another location within the tack room to maximize the use of space.
- (iii) Storage of 2 seasonal turn-out blankets and/or fly-sheets are allowed per horse and must be stored in the Boarder's tack trunk, horse trailer, or off Stable property when not in regular use.
- (iv) Storage of 1 horse trailer identified in Exhibit A that is kept in good working order by the Boarder.
- (v) Use their Horse(s) and their equipment without notice to the Stable during daylight hours unless posted otherwise. The Boarder agrees to reasonably notify the Stable before entering Stable property after dark on an infrequent basis.

(b) Use of ancillary equipment such as but not limited to, jump standards, poles, markers, obstacles, teaching tools, electronics, tack, helmets, or grooming supplies not belonging to the Boarder IS NOT included or permitted under this agreement without prior permission from the Stable.

(c) The Stable does not guarantee that its facility is suitable for use in all equestrian disciplines that are not specifically advertised by the Stable.

**(d) The Stable strictly prohibits equestrian activities involving;**

- (i) The use of weapons including but not limited to guns, archery, swords, knives, axes, explosives and fire.
- (ii) The use of live animals other than the Boarder's Horse(s).
- (iii) Flagrant physical abuse of animals or people.

(e) The Stable, at its sole discretion, reserves the right to limit or prohibit any activities deemed to pose undue risk of harm to the facilities, equipment, animals, other boarders and other guests.

(f) Damage of the Stable's facilities or equipment beyond normal wear and tear by the Boarder, their Horse(s), or their guests, will be billed to the Boarder.

## 5. PROFESSIONAL SERVICES

- (a) Outside Professionals are defined as veterinarians, farriers, equine chiropractors or massage therapists, equine dentists, saddle fitters, riding instructors and horse trainers who are not employed by the Stable.
- (b) Outside Professionals hired by the Boarder to perform health care related services are not required to sign a waiver with the exception of any tack or saddle fitter.
- (c) Insured and/or qualified outside riding instructors and horse trainers that the Boarder may hire, are subject to prior approval of the Stable, and to a facility usage fee per hour per person for which the Boarder will be responsible. **Before services are performed by an outside riding instructor or trainer, the Boarder must pay any outstanding balances in full.**

## 6. GUESTS OF THE BOARDER

- (a) Guests of the Boarder are defined as any non-equestrian professional friend or family member that the Boarder invites to the Stable to watch, groom, ride, interact or participate in any activity involving horses.
- (b) THE BOARDER ACCEPTS RESPONSIBILITY FOR THE WELL-BEING AND BEHAVIOR OF THEIR GUESTS AND AGREES TO HAVE THEIR GUESTS READ AND SIGN THE STABLE'S LIABILITY WAIVER. GUESTS OF THE BOARDER WHO ARE CAUGHT INTERACTING WITH ANY HORSE ON STABLE PROPERTY WITHOUT A SIGNED WAIVER WILL RESULT IN A \$50 FINE TO BE PAID BY THE BOARDER.**
- (c) Pets are permitted at the Stable's discretion and prior approval. The Boarder accepts full responsibility for their pet's safety and acknowledges the many dangers present on the Stable's premises such as, but not limited to other animals, vehicles, farm equipment, and poisonous substances.

## 7. REPRESENTATIONS AND GUARANTEES OF THE BOARDER

- (a) The Boarder represents and guarantees that the Boarder has adequate power and capacity to enter into, and perform under this Agreement and all related documents.
- (b) The Boarder is the legal owner of the Horse(s) or has been authorized by the legal owner under a lease agreement to board the horse at the stable and will provide a copy of their lease agreement to the Stable.
- (c) The Boarder guarantees that the Horse(s) is properly vaccinated, sound, healthy and/or has no other medical conditions than listed on Exhibit A and the Horse(s) is free of any contagious diseases. The Boarder agrees to pay any costs incurred for treatment in the event the Boarder's Horse(s) infect other animals.

## 8. TERMINATION

- (a) The Boarder agrees to give the stable 30 days notice in writing (Letter, Email, Text Message) to terminate this agreement. Should the Boarder choose to remove their horse before the 30-day period, the Boarder agrees to forfeit the remaining rent. NO EXCEPTIONS for sales or leases.
- (b) Any tack or supplies remaining on Stable property 30 days after departure will become the property of the Stable without notice.
- (c) Horse trailers left on Stable property are subject to a monthly \$35 fee.
- (d) All remaining balances must be paid in full by cash or electronic payment before the horse may leave Stable premises.
- (e) **The Stable reserves the right to terminate this agreement without notice due to breach of this Agreement or any contract between the parties, violation of the Barn Rules, verbal or physical abuse of staff, other boarders or animals and theft by the Boarder or their guests.**

## 9. DEFAULT AND REMEDIES

- (a) IN THE EVENT THE RENT IS 60 DAYS DELINQUENT, THE BOARDER ACKNOWLEDGES THAT THE STABLE MAY, AT ITS SOLE DISCRETION, RESERVE THE RIGHT TO ADDITIONAL REMEDIES UNDER THE LAW AFTER 15 DAYS UPON RECEIVING WRITTEN NOTICE BY CERTIFIED MAIL, SUCH AS:
  - (i) The Stable assuming ownership of horse(s), tack and supplies
  - (ii) File suit for past due balance and late fees, and require immediate removal of the horse(s) by the Boarder
  - (iii) Sell the horse(s), tack, and supplies with any sums remaining after the past due balance, late fees, extra care, expenses incurred by the sale will be refunded to the Boarder
- (b) THE BOARDER HEREBY WAIVES THEIR RIGHT TO HAVE THE HORSE(S) SOLD IN A PUBLIC AUCTION. THE STABLE MAY ELECT TO SELL THE HORSE IN A PRIVATE SALE OR A PUBLIC AUCTION OF THE STABLE'S CHOOSING.
- (c) This Agreement, together with Exhibit A, shall serve as a "Bill of Sale" for the purposes of obtaining a copy and/or transfer of any vet records, competition records or breed registration papers upon enforcement of this clause.

**10. INDEMNITY AND HOLD HARMLESS**

- (a) The Boarder agrees to indemnify and hold harmless the Stable from any act of ordinary negligence by the stable, its agents, contractors, or employees from accident, injury, damage, or death whatsoever to any person or their property arising out of the ordinary use or care of horse(s) under this Agreement.
- (b) Insuring property of the Boarder from theft, loss, or damage is the sole responsibility of the Boarder.
- (c) The Boarder agrees to indemnify and defend the Stable from any claim arising out of the ordinary use or care of the horse(s) including all reasonable attorney and court fees.

**11. MICELLANEOUS**

- (a) The Stable's failure at any time to require strict performance by the Boarder of any of the provisions hereof shall not waive or diminish the Stable's right at any other time to demand strict compliance with this Agreement. No delay by the Stable in exercising any right under this Agreement shall operate as a waiver of any such right. Any waiver of a right must be in writing, and any waiver granted on one occasion shall not operate as a waiver in the event of any subsequent breach of the same or any other provision of this Agreement.
- (b) Any provision of this Agreement which may prove unenforceable or void shall not affect the validity of any other provision hereof, and the remaining portion shall be construed as if executed with the unenforceable or void portion eliminated.
- (c) This Agreement, Exhibit A, Barn Rules and the Liability Waiver constitutes the entire Agreement between the Stable and the Boarder that supersedes any prior communications, negotiations or agreements between the parties.
- (d) This agreement shall be executed, governed by and construed in accordance with the laws of Denton County in the State of Texas. I have read the foregoing, and understand completely the terms and conditions, and willingly enter into this Agreement.

I have read the foregoing, understand completely the terms and conditions, and willingly enter into this Agreement.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**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**

# Exhibit A

## Section 1. Boarder *(Party responsible for payment)*

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

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

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

**Is the horse leased?** If so, Please attach a copy of the Lease Agreement. Yes No

Was the horse purchased from a rescue organization with first right of refusal? Yes No

Rescue Organization: \_\_\_\_\_

## Section 2. Horse

Name: \_\_\_\_\_ Year of Birth: \_\_\_\_\_

Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Height: \_\_\_\_\_

Breed Registry: \_\_\_\_\_ Reg. Number: \_\_\_\_\_

Insurance Provider: \_\_\_\_\_ Phone: \_\_\_\_\_

Market Value: \_\_\_\_\_

Preferred Veterinarian: \_\_\_\_\_ Phone: \_\_\_\_\_

**Estimated Date of Arrival:** \_\_\_\_\_

Does your horse have a history of: *(Please check all that apply.)*

- |   |   |
|---|---|
| <input type="checkbox"/> Colic              | <input type="checkbox"/> Anhydrosis               |
| <input type="checkbox"/> Laminitis/Founder  | <input type="checkbox"/> Strangles/Pigeon Fever   |
| <input type="checkbox"/> Ulcers             | <input type="checkbox"/> EPM                      |
| <input type="checkbox"/> Insulin Resistance | <input type="checkbox"/> Uvitis                   |
| <input type="checkbox"/> PSSM               | <input type="checkbox"/> Tendon/Ligament Injuries |
| <input type="checkbox"/> Choke              | <input type="checkbox"/> Special Shoeing          |

**Other:**

**Special Instructions:**

**Are you boarding more than one horse?:**      Yes              No

Name: \_\_\_\_\_ Year of Birth: \_\_\_\_\_

Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Height: \_\_\_\_\_

Breed Registry: \_\_\_\_\_ Reg. Number: \_\_\_\_\_

Market Value: \_\_\_\_\_

**Section 3: Services** *(Please Select One)*

**Stall Boarding-**

- Stall for incimate weather
- 4lbs of Pelleted Feed fed 2x daily
- Hay 2x daily while stalled
- Up to 10 bags of shavings monthly with daily stall cleaning as needed
- 1 Blanket daily
- Trailer Parking

**Pasture Boarding -**

- 4lbs of Pelleted Feed fed once daily with a feed bag.
- 1 Feed Bag every 6 months
- Free choice Hay seasonally
- Trailer Parking

**Trailer Parking** *(Please notify before picking up trailer.)*

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

License Plate: \_\_\_\_\_