

HORSE BOARDING AGREEMENT

PREMISES OWNER'S NAME: Austin Tri-Star Equestrian Center (Austin Tri-Star)
LOCATION OR ADDRESS: 5700 Highway 79, Hutto, Texas 78634

1. PARTIES TO AGREEMENT-

This agreement is made and entered into by and between _____ (herein referred to as "Horse Owner") and the owners, lesses, and/or operators of Austin Tri-Star, including but not limited to Kathy Ellerbeck (herein referred to as "Stable").

2. HORSE

This agreement covers the Horse described as follows:

NAME: _____

BREED/ASSOCIATION: _____

AGE and/or DOB: _____

COLOR: _____

MARKINGS: _____

SEX: _____

LAST COGGINS DATE: _____

3. TERMS

The terms of this agreement shall be month to month beginning on the ____ day of _____, 20____. This agreement may be terminated by either party provided thirty (30) days written notice is given to the respective parties.

Horse owner acknowledges receipt of a copy of the Stable Rules & Safety Regulations, and liability waiver. Horse owner agrees to follow all rules, including posted signs. Horse owner and all guests must sign a copy of the liability waiver prior to taking part in *any* activity on the premises, including but not limited to : riding, grooming, feeding, or otherwise interacting with any horse.

4. MONTHLY PAYMENT DUE DATE

All board fees are due and payable in advance on the **1st** day of each calendar month. If payment is not received by the 5th day there will be a **late charge of \$25.00**. An additional \$25 fee will accrue for each additional month late. All board payments shall be made payable to Kathy Ellerbeck.

5. FEES

Horse will be boarded in : Stall _____ Run _____ Pasture _____

For a monthly fee of: \$ _____

SERVICES AND CHARGES INCLUDED IN BOARDING: For the above stated fee Stable will provide daily feed, water, and care for the Horse in a good and husband-like manner. Stalls are cleaned daily and turn out provided. Any supplements will be fed as requested, but must be provided by the horse owner and must be in Smart Pacs.

HORSE OWNER AGREES TO FURNISH THE FOLLOWING: Horse owner will provide these basic supplies & equipment: One (1) Halter with Lead Rope; a copy of current Coggins test.

HORSE OWNER AGREES TO ASSUME THE COST of farrier services (shoes or trim), to be provided by farrier of Horse Owner's choice, at approximate six-week intervals. A catching fee of \$5 will be charged if stable is required to get horse out of field. A holding fee of \$5 will be charged if said horse has to be held, and a training fee charged if horse is unruly.

Farrier: _____
Phones: _____

OPTIONAL SERVICES AND CHARGES NOT INCLUDED IN BOARDING: Optional services, which can be added to basic boarding and which must be paid in the same timely fashion, are available as listed below. Each additional requested service must be initialed by the Horse Owner. These options can be changed at any time by written notice to stable. The fees are subject to change given 30 days written notice by stable.

- _____ Show blanketing (blanketing per Horse Owner's schedule/request)
- \$35 per month.
- _____ Alfalfa (one flake per day)
- \$50 per month
- _____ Senior Feed (purina equine senior)
- \$50 per month
- _____ Other special feeds
- \$ _____ per month

ADDITIONAL SERVICE AND CHARGES NOT INCLUDED IN BOARDING: Medicating, bandaging, catching, holding, transportation, clipping, sheath cleaning, etc. Are charged on a per use basis and are due upon receipt of the services. A list of these additional services and pricing can be found in the welcome pack.

6. VETERINARY CARE

Horse owner agrees to have regular care provided by a licensed veterinarian, including a reasonable vaccination schedule and dental care.

In the event the Horse shall require the emergency services of a veterinarian, Stable will immediately attempt to contact Horse Owner. In the event Horse Owner can not be reached, Stable is hereby authorized to, as agent for the Horse Owner, call the veterinarian(s) listed below. If unable to reach either of the choices listed, or if no

choice is given, Stable will contact a licensed veterinarian of its choice.

All fees charged by veterinarian shall be the sole and exclusive responsibility of the Horse Owner, with no liability whatsoever on the part of the Stable. A catching fee of \$5 will be charged if stable is required to get horse out of the field. A holding fee of \$5 will be if said horse has to be held, and a training fee charged if horse is unruly.

Vet: _____

Phones: _____

Address: _____

Vet: _____

Phones: _____

Address: _____

7. RELEASE OF LIABILITY/RISK OF LOSS/INDEMNITY

Horse Owner has examined the facilities, stableing, and fencing where the horse shall be kept, and agrees that (a) horses are unpredictable and may escape from the best enclosures; and (b) Stable assumes no liability whatsoever for damages to and/or caused by the Horse should it escape from the facilities, stabling, or fencing. Stable does not carry insurance of any kind on outside or boarded horses. It is the responsibility of the Horse Owner to carry full insurance on his/her horse and personal property.

Horse Owner agrees to hold Stable harmless from and claim caused by Horse, and agrees to pay legal fees incurred by Stable in defense of a claim resulting from damage by Horse.

Stable shall not be liable for any sickness, disease, theft, death, or injury suffered by the Horse, or any other cause of action arising from or connecting to the boarding of this horse. All risks are assumed be the Horse Owner, who agrees to hold Stable harmless for any accident that may occur on the premises provided there was no gross negligence on the part of the Stable. All costs, no matter how catastrophic, connected with boarding are borne by Horse Owner.

Please note the under Texas Law (Ch. 87, Civil Practice & Remedies Code), an Equine Professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities.

8. DEFAULT

If and default is made be Horse Owner in the performance of or compliance with and term or condition of the agreement, Stable reserves the right to terminate agreement immediately. If after receiving written notice of any default or breach of contract Horse Owner resolves the breach of default within ten (10) days of receipt of such notice termination shall not occur. Stable has the right of lien as set forth in the laws

of the State of Texas.

9. BINDING EFFECT

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this agreement. This agreement is subject to the laws of the State of Texas. In the event one or more parts of this agreement are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

IN WITNESS HEREOF: The parties have executed this agreement in Williamson County, Texas on this _____ day of _____, 20_____.

STABLE

Signed by: _____(K. Ellerbeck)
Address: 5700 Highway 79, Hutto, Texas 78634
Phone: (512)775-7978

HORSE OWNER

Signed by: _____
Address: _____
Phone: Home: _____
Work: _____
Cell: _____
Other: _____

Deposit of \$_____ received on _____ (date) by
Stable initials acknowledging receipt of deposit:_____.