

Boarding Agreement

THE SMILIN' T RANCH

625 Cowboy Trail, Liberty Hill, Texas 78642

(512) 778-9294

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and Tina Swenson DBA The Smilin' T Ranch, hereinafter referred to as "Stable" and _____, the individual or individuals undersigned, hereinafter referred to as "Owner".

1. **FEES, TERM AND LOCATION** - Owner acknowledges and accepts the terms set forth in the rate schedule applicable on the date above as issued by Stable, whether said rates be daily, weekly or monthly. Payment shall be issued in advance. Owner agrees to pay Stable on delivery of Horse, and on or before the 1st day of each month that this Agreement is in effect, the amounts listed on the website located at www.thesmilinranch.com, or latest revision thereof, for the cost of boarding, feeding and maintaining the stall, corral or paddock in which the horse is located, plus any additional services, including veterinary, medical and/or farrier expenses. Any payment received later than the 4th day after due date each month shall be subject to a late penalty fee of \$25.
2. In the event the subject animal is removed from the premises for any reason and returned this Agreement shall be deemed reinstated as rates applicable at the time of said return. Stable reserves the right to notify Owner if the horse, in the Stable's opinion, is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse immediately upon receipt of said notice and for payment of all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon payment of all fees.

The boarding fee is due upon the 1st day of the month. In the event said payment is overdue by thirty (30) days from the date due, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Texas.

3. **DESCRIPTION OF HORSE(S) TO BE BOARDED** - Owner agrees to submit a fully complete Owner Information Sheet for each horse boarded upon execution of this Agreement. The terms and conditions set forth herein shall be applicable to each and every animal.
4. **FEED, FACILITIES AND SERVICES** - Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the horse(s). Exception to this clause for owner who chooses boarding that includes owner to provide feed. Owner acknowledges Owner has inspected the facilities and finds them in safe and proper order. The standard services to be provided herein and the charges therefore are as stated on the website located at www.thesmilinranch.com and are subject to change at the Stable's discretion.
5. **RISK OF LOSS AND STANDARD OF CARE** - During the time that the horse(s) is/are in the care, custody and control of the Stable, Stable shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse(s) or any other cause or action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s). This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on the Stable premises.

The Owner fully understands that Stable does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether 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(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

The standard of care applicable to Stable is that of ordinary care of a prudent horse owner. In no event

Boarding Agreement

shall stable be held liable to owner for equine death or injury in an amount in excess of five thousand dollars (\$5,000) per animal. Owner agrees to obtain equine insurance for any animals valued in excess of five thousand dollars (\$5,000) at owner's expense, or forego any claim for amounts in excess of five thousand dollars (\$5,000). Owner agrees to disclose this entire agreement to owner's insurance company and provide Stable with the company's name, address and policy number. Failure to disclose insurance information shall be at owner's risk.

6. HOLD HARMLESS - Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.
7. EMERGENCY CARE - Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency, veterinary, and farrier care required for the health and well being of said horse(s). All costs of such care required for the health and well-being of said horse(s) shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

Stable shall assume that owner desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless stable is instructed herein or on owner's information sheets, by owner that the horse(s) is/are not surgical candidates.

Owner agrees to notify Stable immediately of any and all changes of address, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure, Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

8. CARE OF BRED AND/OR PREGNANT MARES - Any mare who is delivered to Stable in foal, or who is bred while in the care and custody of Stable, carries to term and delivers while stabled on the premises will be foaled out and appropriate foaling fee will be charged to the horse Owner, whether or not the service was requested by horse owner.
9. LIMITATION OF ACTIONS - Any action or claim brought against Stable for breach of this Contract or for loss due to negligence must be brought within 6 months of the date such claim or loss occurs.
10. SHOEING, WORMING AND MEDICAL - Owner agrees to provide the necessary shoeing and vaccinations of the horse(s) as is reasonably necessary, at Owner's expense. Worming is included in monthly board. The Horse(s) must be current on all inoculations and worming at the time said horse(s) is/are delivered to Stable as evidenced by a current Veterinary Certificate. Horse(s) not accompanied by a current Veterinary Certificate will be vaccinated and/or wormed upon arrival at the expense of horse Owner. To be considered current the Veterinary Certificate must have been issued within thirty (30) days prior to horse(s) arriving at Stable.
Owner agrees to provide Stable with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on Stable's regular schedule, and in the event same is not accomplished and proof of same presented to Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but is not obligated to do so; such expense for same shall be the obligation of Owner, and upon presentation by Stable of the bill for services rendered, including service charges, such bill shall be paid within ten (15) days from the date the bill is submitted to the Owner.
11. OWNERSHIP-COGGINS TEST - Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test.
12. CHANGES OR TERMINATION OF THIS AGREEMENT - It is agreed by the Parties that this Agreement may be changed or terminated by Stable upon thirty (30) days notice. All notices must be issued in writing unless otherwise agreed upon by the Parties. The receipt of updated rate schedules shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable. When terminating boarding, thirty (30) days written notice or one month's board to be paid in lieu of notice. Prorating will not apply if is horse is not removed by the 10th of the month, therefore a full months board will be kept.
13. RULES AND REGULATIONS - The Owner agrees to abide by all the rules and regulations of the Stable and

Boarding Agreement

acknowledges receipt of same. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by Owner to obtain said horse(s).

14. RIGHT OF LIEN - The Owner is given notice that the Stable has a right of lien as set forth in the laws of the State of Texas (Texas Statutes and Codes, Property Code, Title 5. Exempt Property and Liens, Subtitle B. Liens, Chapter 70. Miscellaneous Liens Subchapter A. Possessor Liens Section 70.003 and 70.005), for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. Stable also has the right to demand that all indebtedness be paid in cash, cashier's check or money order. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Stable exercises Stable's lien rights as above-described for nonpayment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications for any breed registration as may be applicable to said horse(s) upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney fees, costs and other related expenses for which a minimum charge of \$250.00 will be assessed.
15. PROPERTY IN STORAGE ON STABLE'S PREMISES - Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at Owner's risk. Stable shall not be liable for the theft, loss, damage or disappearance of any tack or equipment taken to horse shows or clinics.
16. ENTIRE AGREEMENT - This Contract represents the entire agreement between the Parties. No other agreements, promises or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This Contract is made and entered into in the State of the Stable's domicile, and shall be enforced and interpreted in accordance with the Laws of said State.
17. ENFORCEABILITY OF CONTRACT AND SEVERABILITY - In the event one or more parts of this Contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

OWNER (OR AUTHORIZED AGENT) :

Signature: _____ Date: _____

Name Printed: _____ Phone Numbers: _____

Address: _____ City, State, Zip: _____

OWNER'S PARENT OR GUARDIAN - (IF OWNER IS A MINOR):

Signature: _____ Date: _____

Name Printed : _____

The Smilin' T Ranch:

Owner: Tina Swenson

Date