



### Horse Boarding Agreement

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between Samantha Keadle or Brian Keadle, hereinafter referred to as "Stable" and \_\_\_\_\_, hereinafter referred to as "Owner" pertaining to \_\_\_\_\_, hereinafter referred to as "Subject Animal"

THIS BOARD AGREEMENT WILL TERMINATE 30 DAYS AFTER EFFECTIVE DATE. IF SUBJECT ANIMAL IS NOT REMOVED FROM THE HARRIS RANCH BY THAT DATE, OWNERSHIP OF SUBJECT ANIMAL WILL REVERT TO SAMANTHA KEADLE. ALL APPLICABLE FEES MUST BE PAID IN FULL BEFORE SUBJECT ANIMAL CAN LEAVE THE PREMISES. NO MONIES WILL BE REFUNDED. IF BOTH PARTIES AGREE THAT SUBJECT ANIMAL IS TO STAY LONGER, ANOTHER BOARD AGREEMENT WILL BE REQUIRED.

**1. RATE SCHEDULE**

Daily Board Charge	\$10
Daily Late Fee	\$2
Farrier (trim)	\$40 per trim
Deworming	\$15 per treatment
Vaccinations	\$35 per treatment
Veterinary	as per veterinary bill
AQHA or APHA paperwork	as per AQHA or APHA fees
Miscellaneous required fees	as per invoice

**2. FEES, TERM, AND LOCATION**

Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to late fees set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in 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 within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The boarding fee is due upon the first of the month and will be applied to the previous calendar month. A late fee of \$2 per day will be applied for every day after the first that the board is not paid. In the event said payment is overdue by ten (10) days, Stable shall be entitled to exert a lien against said horse for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse for the amount due in accordance with the laws of the State of Texas. WITH THE EXCEPTION THAT SAID HORSE WILL REVERT TO THE OWNERSHIP OF SAMANTHA KEADLE AND NOT PUT UP FOR PUBLIC AUCTION.

**3. 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 animals. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are set forth in the Rate Schedule and are subject to change at Stable's discretion.

**4. RISK OF LOSS AND STANDARD OF CARE**

DURING THE TIME THAT THE HORSE (S) IS/ARE IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE (S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE (S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF STABLE, ITS AGENTS, AND/OR EMPLOYEES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL INJURY OR DISABILITY THE HORSE OWNER, OR OWNER'S GUEST, MAY RECEIVE ON STABLE'S 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 AND NOT AS A COMPENSATED BAILEE. IN NO EVENT SHALL STABLE BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY.

**6. HOLD HARMLESS**

Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by owner's 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 blacksmith care required for the health and well-being of said horse(s). All costs of such care incurred 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.

Owner agrees to notify Stable of any and all change of addresses, 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. LIMITATION OF ACTION**

Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

**9. SHOETING AND DEWORMING**

Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. 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 a 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 not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

**10. OWNERSHIP-COGGINS TEST**

Owner warrants that he/she owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon request.

**11. CHANGES OR TERMINATION OF THIS AGREEMENT**

It is agreed by the parties that this Agreement may be changed or terminated with no notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules on-line via email shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

**12. RULES AND REGULATIONS**

The Owner agrees to abide by all the rules and regulations of the Stable. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s). In addition, Owner needs to notify stable when they will be on the property. Harris Ranch is a closed facility but will make Subject Animal available at an agreed upon time and date if Owner gives verbal or electronic notification.

