



311 Oak Lane Liberty Hill, TX 78642 (512) 797-9391

This BOARDING CONTRACT is made and entered into on this _____ day of _____, 200____, by and between Liberty Oak Farms, hereinafter designated "Farm", and _____, and parent or guardian (if applicable), _____, collectively referred to as "Owner". Farm agrees to accept Owner's horse _____ for boarding; and it is the plan and intention of the Owner to board this horse. For and in consideration of the agreements hereinafter set forth, the Owner and Farm mutually agree as follows:

1. FEE SCHEDULE: Owner (including parent or guardian if minor) shall pay Farm for boarding services, as described below, in advance, the fee of \$ _____ per month or \$ _____ per day. This rate is for the following services:

- Pasture Boarding: Feed twice daily, access to hay and water.

**Standard feed is 12% pellets; standard hay is round bale. Premium feed is available upon request.

Any verbal request to change the level of service shall bind the owner to pay for such. Requests for a higher level of service may be verbal. Owner is not entitled to a specific pen or pasture. Farm reserves the right to move or place horses as necessary.

2. EXTRAS: Special feed and/or trailer storage: Owner requests and agrees to pay for: **(CIRCLE PREFERENCE)**

- PREMIUM OR EXTRA FEED: Type & quantity per day: _____ -

- TRAILER STORAGE: \$15/mo. single or dbl bumper pull; \$25/mo. large or goosenecks.

Any verbal requests to change the feed of the Owner's horse shall bind the Owner to paying for such.

3. EXTRAS: Blanketing and unblanketing during freezing weather, with blanket provided by Owner, is a flat fee of \$20 per month, no proration. Farm will not be responsible for condition of blanket. Blankets should be the type designed for turn-out. **(CIRCLE PREFERENCE)**

- **YES**, Owner requests blanketing during freezing weather only, and agrees to pay for such service.

- **NO**, Owner does not request blanketing.

If Owner circles NO, but then requests blanketing service during cold weather, the Owner is bound by their verbal request and agrees to pay for such service. If Owner circles NO, and blankets their horse, the Owner is responsible for unblanketing as the weather warms. Leaving a blanket on when temperatures rise can be extremely detrimental to the health of the horse. If temp reaches 65 degrees & Owner has not removed blanket, Farm will remove it, and Owner will be charged the month's blanket fee

4. PAYMENT: Payment for boarding fee and services is due on the first day of the month IN FULL. Payments received after the 5th of the month shall be deemed delinquent.

5. LATE FEES & RETURNED CHECK FEES: If FULL payment of board and services is not received by noon on the 5th day of the month, a late fee of \$25 will be assessed. After the 5th a fee of \$5 per day will be assessed for each day of delinquency. Returned check fee is \$50.

6. LEIN AGAINST BOARDED ANIMAL: Farm is entitled to, and Owner hereby grants to the farm a security interest and possessory lien against the boarded horse and tack stored on Farm premises for the value of all unpaid charges resulting from boarding and rendering any other services. Owner certifies that boarded horse is not and will not be pledged as collateral for any other debt. In the event that Owner fails to pay any charges when due, Farm is entitled to enforce said lien and sell the horse for the amount due according to Texas state law (Texas Business & Commerce Code, Article 9). If Farm must sell the boarded horse and tack to recoup charges, all expenses pertaining to the sale will be charged to the Owner. If Farm has to go to court to seek a judgment for monies due, Owner agrees to pay all of Farm's court costs, legal expenses, and reasonable attorney's fees.

7. FEE CHANGES: Farm's board fee schedule may change at any time. Should such a change in board be required, the Farm shall give Owner no less than 30 days written notice. Farm may give Owner as little as seven days written notice of drought related hay/feed surcharges that are \$30 per month or less. Other Farm service fees may change at any time without notice. Farm will attempt to notify Owner in advance of farrier fee changes.

8. OWNER AGREES THAT LIBERTY OAK FARMS, THEIR AGENTS AND EMPLOYEES ARE NOT LIABLE FOR DEATH, SICKNESS AND/OR ACCIDENT INCLUDING CONSEQUENTIAL DAMAGES CAUSED TO THE HORSE EXCEPT IF CAUSED BY THE WILLFUL AND WANTON NEGLIGENCE OF THE FARM; IN ADDITION, OWNER AGREES TO IDEMNIFY AND HOLD MANAGER AND FARM COMPLETELY HARMLESS AND NOT LIABLE FOR ANY INJURY AND/OR DAMAGE WHATSOEVER CAUSED TO THE OWNER, OTHER PERSONS, HORSES AND/OR PROPERTY. FARM IS NOT LIABLE FOR ANY LOSS OR DAMAGE TO ANY TACK OR EQUIPMENT.

9. BOARDED HORSE HEALTH WARRANTY: Each horse to be boarded shall enter the premises free from infectious or transmissible diseases, and must be effectively wormed, and current on immunizations. The following up-to-date documents must be presented to Farm by Owner PRIOR to entry of horse onto Farm premises: 1) Negative Coggins test and 2) Health, worming, and immunization record. WITHOUT LIMITING THE GENERALITY OF THE PROVISIONS OF PARAGRAPH 9, OWNER AGREES TO INDEMNIFY AND HOLD FARM COMPLETELY HARMLESS AND NOT LIABLE FOR ANY INJURY AND/OR DAMAGE WHATSOEVER CAUSED TO THEIR HORSE OR OTHER HORSES BY ANY ILLNESS OR DISEASE SUFFERED BY ANY HORSE. Owner certifies the most recent dates of the following shots and services, and shall provide proof of vaccinations and most recent worming:

E-W-V _____ Flu _____ Rhino _____ Rabies _____
Strep _____
Tetanus _____ Worming _____ Teeth Floated _____ Sheath Cleaned _____ West Nile _____

10. ROUTINE HORSE CARE: Immunizations, teeth floatings, sheath cleanings, and all other veterinary services will be the responsibility of Owner. The Farm reserves the right to deworm Owner's horse upon arrival. The Farm will provide dewormer approximately every sixty days, and will, at no cost administer the dewormer to Owner's horse. Regular dewormer will be administered by the: **(CIRCLE ONE)**

- FARM: Farm will administer dewormer and Owner agrees to hold Farm harmless & not liable for such services
- OWNER: Owner will administer dewormer; if Owner neglects to administer dewormer on a bi-monthly basis, Farm reserves the right to administer wormer, and in such case, Owner agrees to hold Farm harmless & not liable for such service.

Regular farrier work on Owner's horse shall be arranged by the: **(CIRCLE ONE)**

- FARM: Owner agrees to pay Farm for such services and to hold the Farm harmless & not liable for such services. Owner's verbal instructions contrary to the above preferences shall be binding upon the Owner. Any dispute regarding farrier care or charges shall be between the Owner and the farrier that performed the service, NOT the Farm.
- OWNER: If Owner neglects to have regular farrier work done on horse, Farm reserves the right to contact farrier services, and owner agrees to pay for such. (In such case, Owner agrees to hold Farm harmless & not liable contracted farrier work.)

11. BOARDED HORSE ILLNESS OR INJURY: Should the horse(s) become sick or seriously injured, the Farm shall attempt to telephone the Owner immediately. If the Owner does not immediately inform the Farm regarding measures to be taken, or if the state of the animal's health requires immediate action, the farm is authorized to request the services of a

veterinarian of its choice or to give any other attention that appears necessary. The Owner shall promptly pay all expenses for all services. If the boarded horse dies on the premises, Owner is obligated to pay for removal of horse. If colic surgery is required in order to save the life of the horse, and the Owner cannot be reached by phone, the Owner chooses the following: **(CIRCLE ONE)**

- YES, I authorize the vet to perform the colic surgery, knowing it may or may not be successful, and will pay for such.

- NO, I will not authorize colic surgery, and understand that the consequence is death of my horse.

Any verbal instruction from the Owner contrary to this statement, at the time of an emergency, will be binding upon the Owner.

12. FARM'S RIGHT TO REFUSE BOARD & TERMINATE CONTRACT: Farm reserves the right to refuse the continuation of board of any horse(s) for any reason, to include but not limited to: animal's poor health or unsoundness, dangerous propensities, habits and/or vices, Owner's refusal to obey Farm rules or to cooperate with Farm on reasonable requests relative to the management, welfare and safety of animals and people on the premises; and, also in the event of the discontinuation of the business of boarding of horses. In any such event, Farm shall give Owner 48 hours notice to remove boarded animal from premises. If horse is not moved after 48 hours notice, the Owner will be charged a daily rate of \$20 per day for board. After all fees have been paid in full this Contract is concluded. Failure to pay boarding fees or charges as due shall entitle Farm to immediately terminate this contract, and to keep the animal in Farm's possession until all fees/charges are paid in full.

13. DIRECT LOSS TO PERSONAL PROPERTY WARNING: Owner is hereby warned that while on the Farm's premises, Farm is not responsible for direct loss, damage (including but not limited to weather, water, fire or rodent damage), theft, or injury to Owner's horse(s), tack, equipment, and trailer. All of the aforementioned (loss, damage, theft, or injury) is not covered by Farm or Farm's insurance. The actual Owner, having financial interest in such items, must carry his 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.

14. OWNER RIGHT OF TERMINATION: If the horse dies, or upon 30 days notice to the Farm, the Owner may terminate this Contract for any reason. The Farm shall be paid for all fees incurred up to the termination date and the animal removed at the Owner's expense. After all fees have been paid in full, this Contract is concluded. If Owner does not give 30 days notice, Farm is entitled charge for 30 days board, rate per contract, from the time of written notice (or removal of horse).

15. GUESTS AND LESSEES: Lessees is defined as a third party who enters into an agreement with the Owner to lease Owner's horse. Owner agrees that Owner will NOT ALLOW ANY GUESTS or third parties to ride or otherwise use Owner's horse UNLESS (1) OWNER HAS FIRST OBTAINED EACH GUEST'S OR THIRD PARTY'S SIGNATURE ON A WAIVER AND RELEASE OF LIABILITY FORM provided by the Farm, such waiver and release of liability to be in the form attached to this contract as Exhibit "A" or in another form by Farm subsequent to the date of this contract, and (2) OWNER HAS DELIEVERED THE SIGNED WAIVER AND RELEASE OF LIABILITY FORM TO FARM MANAGER. Owner further agrees to indemnify, and hold harmless and defend Liberty Oak Farms, its owners, representatives, employees, and agents against and from any and all claims and damages of every kind for injury or death of any of Owner's guests or other third parties, and for damages to or loss of any property, and all costs and expenses associated therewith, incurred in connection with the guests or third party's participation in care of, use of, handling of, or riding Owner's horse, or while engaged in any other activities whatsoever, with respect to Liberty Oak Farms, or arising out of or attributable directly or indirectly to any act or omission of Liberty Oak Farms or its owners, representatives, employees or agents, regardless of whether or not such claims or damages were due to the sole or concurrent negligence of Liberty Oak Farms or its owners, representatives, employees or agents. Owner understands that Liberty Oak Farms is relying upon Owner's agreement in the paragraph to indemnify, hold harmless and defend Liberty Oak Farms, and that absent Owner's agreement to do so, Liberty Oak Farms and its management would not enter into a boarding contract with Owner.

16. RIDING HELMET WARNING: I AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned by the FARM that all horse handlers should purchase and wear properly fitted and secured protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian

Helmet, while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent death from happening as the result of a fall and/or other occurrences. RIDER agrees to abide by the Farm's policy stipulating that ALL PERSONS UNDER THE AGE OF 18 ARE REQUIRED TO WEAR PROTECTIVE HEADGEAR AT ALL TIMES ON HORSEBACK. In addition, the RIDER agrees to abide by the policy of the Farm that stipulates that ANY PERSON JUMPING OBSTACLES ON HORSEBACK MUST WEAR PROTECTIVE HEADGEAR. THE FARM STRONGLY ADVISES THAT ALL PERSONS ON HORSEBACK AND NEAR HORSES WEAR PROTECTIVE HEADGEAR.

17. OWNER ACCEPTANCE OF RESPONSIBILITY: Owner has inspected Farm's premises and/or has in some other way satisfied himself that the condition of the premises, the facilities, and the horse hay/feed will provide an adequate level of health and safety for Owner's horse(s) and Owner, Owner's family, guests and visitors who enter the premises. Owner agrees to be responsible for any and all damages, injuries, loss of life caused by or to the animal(s) while in care, custody and control of the Owner, Owner's family members, and invitees or other handler or agent appointed by them. Owner agrees to pay repair costs associated with any damage their horse does to its stall or pen; and any property damage done by their horse during vet or farrier work. Owner agrees to maintain personal liability insurance on the boarded horse(s). Owner is also responsible for accidents, injuries, and loss of life sustained by Owner, Owner's family members, invitees, and agents caused by or in relation to the Owner's boarded horse(s). Owner agrees to at all times maintain adequate accidental/medical insurance to cover Owner and family members.

18. VACATING PREMISES: Owner agrees not to remove horse from Farm premises until all charges accrued are paid in full. After all fees have been paid and the Farm is not the primary caregiver to boarded horse, this Contract is concluded. Any tack or equipment left at Farm for 30 days after vacating becomes property of the Farm.

19. COMMENCEMENT AND TERMINATION OF CONTRACT: Commencement of this Contract shall begin on or about _____, 200_____. This Contract may be terminated by the Farm under paragraphs 12 and 25.

20. CONTRACT SCOPE AND TERRITORY: This Contract shall be legally binding upon Farm and the Owner and Owner's parents or legal guardians should Owner be a minor, when signed by both parties. This Contract is made and entered into the State of Texas, and shall be enforced and interpreted under the laws of this State. This Contract is performable in Williamson County, Texas. If any clause, phrase or word is in conflict with State Law then that single part is null and void. This Contract is non-assignable and non-transferable.

21. DISCLOSURE OF INFORMATION ABOUT HORSE TO BE BOARDED by the Farm is hereby stated as follows:

Name of Horse: _____ Registration #:

Breed: _____ Color: _____ Sex: _____ Date of Birth:

Disclose Horse's Vices, Unique Habits:

Pertinent Health Info (past surgeries/dates, past colic, treatment, injuries, etc.):

22. INHERENT RISKS AND NATURE OF THE HORSE WARNING: Horseback riding and horse driving is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding/ horse driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its

training and act according to its natural survival instincts which may include, but are not limited to: Stopping short, changing direction or speed, shifting its weight from side to side, Bucking, Rearing, Biting, Kicking, or Running from danger.

23. RELEASE OF LIABILITY: In consideration of the Farm allowing my participation in this activity, under the terms set forth herein, I, the Owner, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge the Farm, its owners, agents, employees, representatives, officers, directors, assigns, members, owners of premises, affiliated organizations, insurers and others acting on the Farm's behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to the Farm's and/or its Associates' ordinary negligence; and I do further agree that except in the event of the Farm's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the Farm and its Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operation of the Farm, to include while riding, handling or otherwise being near horses owned by or in the care, custody, and control of the Farm, whether on or off the premises of the FARM.

24. 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.

25. DEFAULT IN PAYMENT: This Contract may be terminated by Farm if Owner fails to pay timely charges due hereunder. After termination for non-payment, Farm may foreclose its liens granted hereunder. All reasonable attorneys' fees incurred by Farm after Owner fails to pay charges when due will be charged to Owner.

26. ADDITIONAL AGREEMENTS: Additional agreements should be initialed by each party. If none, CHECK HERE _____.

ALL OWNERS AND BOTH PARENTS OR LEGAL GUARDIANS IF OWNER IS A MINOR, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT. BOTH SPOUSES MUST SIGN FOR THEMSELVES. SIGNERS AGREE THAT WITH THIS CONTRACT, THEY WERE GIVEN A COPY OF FARM RULES AND CURRENT FEE SCHEDULE.

<p>SIGNER STATEMENT OF AWARENESS</p> <p>I/We the undersigned, have read and do understand the foregoing agreement, warnings, assumption of risk and release agreement. I/We understand that by signing below I am waiving valuable legal and equitable rights and assuming important legal obligations. I/We have carefully considered the risks involved in signing this contract and sign with full knowledge of those risks. I/We further attest that all stated facts are true and accurate.</p>

OWNER NAME (Print) _____

BEST PHONE FOR CONTACT: _____

ADDRESS: _____

MOBILE: _____

DRIVERS LICENSE #: _____ STATE: _____

EMAIL ADDRESS: _____

ALTERNATE POINT OF CONTACT IN AN EMERGENCY: _____

PHONE: _____

SIGNATURE OF OWNER

DATE

SIGNATURE OF OWNER

DATE

LIBERTY OAK FARMS AUTHORIZED REPRESENTATIVE SIGNATURE

DATE

**PLEASE CONSULT YOUR ATTORNEY WITH ANY QUESTIONS REGARDING ANY PART OF THIS
CONTRACT**

DEPOSIT OF \$ _____ RECEIVED ON _____ BY _____