

Royal Lakes Estates

BOARDING AGREEMENT

THIS AGREEMENT, dated _____, is made between Royal Lakes Estates ("Stable") and _____ ("Owner").

1. FEES, TERM & LOCATION

Monthly Board. In consideration of \$ 300 per horse per month paid by Owner in advance on the 1st day of each month, Stable agrees to board the following described horse(s) at _____, commencing on _____ and continuing on a month to month basis. The first month's board may be prorated for the number of days the horse is boarded on that first month at a rate of \$ 10 per day.

Security Deposit. A security deposit in the amount of \$ 1,000 per horse is required upon signing of this agreement and will be applied to the final month's board, subject to proper 30 day notice being given of termination of this contract as described below.

Late Fees.

A late fee in the amount of \$ 30 will be charged for each month that any required payment that is not made on time.

Returned Checks.

Any check returned for insufficient funds will result in a \$50 service charge to be paid in cash, electronic means or by money order within 48 hours of being notified of such returned check.

Fees Can Change. Stable's fee schedule is subject to change at any time. Should a fee change occur, Stable will provide Owner with at least 30 days' advance notice of such change and the date upon which the change will go into effect.

2. DESCRIPTION OF HORSES(S) TO BE BOARDED

Horse #1

Name:_____

Age:_____ Gender_____

Color/Markings_____

Breed_____

Registration #_____

Vices:_____

Special Instructions_____

Horse #2

Name:_____

Age:_____ Gender_____

Color/Markings_____

Breed_____

Registration #_____

Vices:_____

Special Instructions_____

3. FEED, WORMING, VACCINATIONS & FACILITIES

Stable agrees to provide Owner with a stall and access to turnout pasture with fencing adequate to contain horse(s). Stable will not be responsible for any feed, hay, watering or care for any horse(s). Owner understands and agrees that this is a self-care facility and understands and agrees that Owner alone will be solely responsible for the care, feeding, grooming, turnout, exercise and any other care required by the horse(s). Owner understands and agrees that Stable has no employee that will even oversee or check on the horse(s) and that this, too, will be the sole responsibility of Owner.

Owner agrees to provide that level of care to his horses that would be provided by a reasonably prudent horse owner and agrees at minimum to:

1. make sure the horse(s) have access to water at all times.
2. Provide feed and hay to the horse(s) in an amount adequate to keep them in good health and flesh.
3. Bed the stall(s) with clean pine shavings.
4. Clean the stall(s) at least once every day and to remove from Stable property the manure and shavings taken from the stalls.
5. Keep all gates closed at all times.
6. Have every person invited onto Stable property by Owner sign a general liability release provided by Stable and to return those signed releases to

sussan.summers@montagecs.com as set forth in paragraph 11 below.

7. Provide veterinary care for the horse(s) including but not limited to de-worming with a commercial paste wormer at least every 60 days; provide vaccinations in spring and fall for VEWT, flu/Rhino and tetanus, and once a year for rabies, West Nile Virus and Strangles; and care for any injury or illness that may befall the horse(s).

4. MINORS

Owner understands and agrees that no minor will be permitted to have access to, ride or to provide care to the horse(s) without the presence of Owner.

5. EMERGENCY CARE

Should a homeowner or other person report that a horse is in such condition that medical treatment is needed for Owner's horse(s), and Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary and/or farrier care required for the health and well-being of the horse(s). All costs of such care secured shall be paid by Owner within seven (7) days from the date Owner receives notice of the charges.

6. HOOF CARE

Owner agrees to keep the horse(s) feet properly cared for. Should Owner fail to do so, Stable is authorized by Owner to have a farrier care for the horse(s)' feet and Owner agrees to reimburse Stable for any expenses incurred in such care within seven (7) days of being given notice of the expense.

7. OWNERSHIP, HEALTH CERTIFICATE & COGGINS TEST

Owner warrants that he/she owns said horse(s) free and clear and that no one has a superior claim to said horse(s) or that Owner has possession of the horse under a valid legal lease contract with the actual owner of the horse(s), a copy of which is to be provided to Stable prior to the horse(s) coming onto the Stable. Owner further warrants that he/she will provide, prior to the time of delivery of said horse(s) to Stable, a Health Certificate signed by a veterinarian within the two week period prior to arrival at Stable and proof satisfactory to Stable of a negative Coggins test dated within the past 6 months. Owner further warrants that Owner will obtain a new Coggins test at least every 12 months and provide a copy of the test results to Stable.

8. PROOF OF LIABILITY INSURANCE

1,000,000 per horse

Owner agrees to maintain equine liability insurance in the amount of at least \$_____ to cover any act of Owner or horse that might result in injury to the person or property of third parties and to have Royal Lakes Estates named as an additional insured on that policy. Proof of insurance is required to be presented to Royal Lakes Estates before Owner brings any horse onto the property. Owner agrees to keep this insurance in effect the entire time Owner has horse(s) at the Stable.

9. INHERENT RISK/INSPECTION OF PREMISES

Owner understands and recognizes that horseback riding and driving is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious inherent risks always present in any activity involving horses despite all safety precautions. Owner realizes and acknowledges that no horse is a completely safe horse.

Owner acknowledges that Owner has inspected the premises of Stable prior to entering into this boarding contract and is satisfied that the condition of the premises and the facilities are in acceptable condition to provide an adequate and reasonable level of safety for Owner, Owner's horse(s), Owner's family and Owner's visitors.

10. VISITOR ACCESS TO HORSES

Stable will refuse access to horse(s) to anyone other than the Owner and/or Owner's family or guests accompanying Owner without written permission from Owner and a signed general liability release from the family/guest. Moreover, Stable will refuse access to horse(s) to anyone under the age of 18 without Owner being also present and supervising the minor and there being on file with the Stable a general liability release signed by both parents/legal guardians of that minor.

11. RISK OF LOSS

During the time that the horse is in custody of Stable, Owner agrees that Stable shall not be liable for any sickness, disease, theft, or injury which may be suffered by the horse(s) or Owner's tack/equipment or for any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s), **whether or not the result of negligence and/or gross negligence of the Stable**. This includes, but is not limited to, any personal injury or disability the horse or Owner may receive while on Stable's premises. The Owner fully understands and agrees that that all risks connected with boarding the horse(s) at Stable are to be borne by the Owner and agrees that the Stable will not be responsible for any loss or damages whatsoever. Owner is urged to obtain suitable insurance such as liability, mortality and major medical on the horse, insurance on Owner's tack and equipment and personal health/accident insurance.

12. SIGNING OF LIABILITY RELEASE WAIVERS REQUIRED FOR ALL FAMILY AND GUESTS OF OWNER

Owner understands and agrees that Owner is responsible for having any and all family members and/or guests who come upon Stable property sign the Stable's General Liability Release form. These forms will be located <https://royallakesestateshoa.com/documents>

13. INDEMNIFICATION AND HOLD HARMLESS

Owner agrees to indemnify and hold Stable harmless from any claim resulting from damage or injury caused by said horse(s) to anyone and agrees to pay any legal fees and/or expenses incurred by Stable in defense of such claims. Owner agrees to indemnify and hold Stable harmless from any claim resulting from damage or injury caused to any family member or guest of Owner for any reason and agrees to pay any legal fees and/or expenses incurred by Stable in defense of such claims. You understand and agree that this means that if you or your horse causes damage to a person or that person's property, or any or your family members or guests are injured while at the Stable, and that person sues the Stable, you as the Owner are agreeing to pay for any such damages and to pay for the Stable's legal fees and expenses they spend to defend themselves from such claims.

14. ASSIGNMENT

This Agreement may not be assigned by the Owner without the express written consent of Stable.

15. NOTICE OF TERMINATION

Owner agrees that thirty (30) days notice shall be given to Stable as to the termination of this agreement and agrees that the Stable has a right of lien on the horse(s) and that Owner may not remove the horse(s) until all outstanding board and expenses, including board for the 30 day notice period has been paid in full. This thirty (30) day notice period will begin on the first day of the next month after notice is given and board will be paid for the entirety of that last month.

Owner agrees that Stable may terminate this Agreement at any time if, in the sole decision of Stable, Owner or horse(s) exhibit or engage in any behavior that would be undesirable, dangerous, illegal or reflect poorly on Royal Lakes Estates. Should Stable terminate this Agreement for such reason, Stable shall notify Owner in writing and Owner agrees to remove the horse(s) within 7 days of such notice.

16. RIGHT OF LIEN

The Owner is put on notice and fully understands that Stable has a right of lien, as set forth in the laws of the state of Texas, for the amount due for the board. Owner agrees that Stable may keep Owners' horse(s) and shall have the right, without process of law, to retain the horse(s) until the amount of such indebtedness is paid or to sell the horses at a time and place chosen by Stable. Owner agrees

that Stable may exercise its rights under this lien without having to file anything with a court of law and Owner hereby agrees to waive any and all statutory notice requirements.

17. MODIFICATIONS MUST BE IN WRITING

No changes or modifications of this agreement will be recognized unless made in writing and signed by Stable and Owner.

18. SEVERABILITY

Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

19. JURISDICTION AND VENUE

This agreement was entered into in Ft. Bend County, Texas, and shall be legally binding upon Stable and Owner. It will be interpreted and enforced according to the laws of the State of Texas and any disputes shall be litigated in Ft. Bend County, Texas.

THIS AGREEMENT IS SUBJECT to the laws of the State of Texas.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

Executed this _____ day of _____, 20____.

Royal Lakes Estates

Owner

By:_____

Address_____

Telephone _____

Email_____

