

**SHERWOOD SPORTHORSES INC.
BOARDING AND/OR TRAINING AGREEMENT**

PARTIES.

This Boarding and/or Training Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between Sherwood Sporthorses Inc. ("Sherwood"), 20530 Forestview Dr, Magnolia, Texas, 77355, and _____ and if a minor by minor's parent or guardian, _____ ("Owner" or "You"). (Owner's contact information is provided below).

This Agreement shall be for the boarding and/or training of the equine animal described below ("Horse"):

Name: _____
Breed & Reg. No. _____
Gender: _____ Height: _____ Age: _____
Color & Markings: _____

AGREEMENT

Owner intends to place the Horse with Sherwood for boarding and/or training, and Sherwood agrees to accept the Horse for boarding and/or training. For and in consideration of agreements hereinafter set forth, Owner and Sherwood mutually agree as follows:

1. **Term.** The term of this Agreement shall begin on _____, 20____, and continue on a month-to-month basis until terminated in accordance with the provisions of this Agreement. **Termination.** Either party may terminate this Agreement on thirty (30) days written notice to the other.

2. **Facilities.** The Horse shall be kept and boarded at Sherwood SportHorses, Inc. 20530 Forestview Dr. Magnolia, Texas, 77355 ("Stables"), under the supervision of Sherwood. Board may be either in a 12' by 12' stall ("stall board") or outside in pasture board ("pasture board"), as agreed and provided below. Owner will also enter into a separate boarding contract with Stables. This Agreement is for:

Stall Board Pasture Board (circle one).

3. **Feed and Care.** The Horse shall receive normal and reasonable care suitable to the Horse's characteristics and use, including feed, hay, stall cleaning, turnout in paddocks or pasture, blanketing (PASTURE BOARD HORSES CAN NOT BE FULLY BODY CLIPPED WITHOUT GOING ONTO STALL BOARD FOR THE DURATION OF THE CLIP!) and handling.

4. **Owner Use of Facilities.** Owner and Owner's designee (as defined below) may utilize Stables' riding arenas, boarder tack rooms, wash stalls adjacent to and in the barn areas, and other Stable facilities, subject to reasonable limitations of use and time as may be established by Sherwood and/or by Stables from time to time. As used herein, the term "designee" of an Owner means Owner's minor children and such other persons who may be authorized by Owner to ride or handle Owner's Horse.

5. **Boarding Fees.** Owner shall pay to Sherwood Sporthorses Inc. a fee of \$ _____ per month for stall board or a fee of \$ _____ per month for pasture board per Horse for board and feed as provided herein. Boarding fees shall be subject to change upon written notice to Owner. Payment shall be made on or before the first day of each month for that month (payment in advance). If payment of the board amount is not made by the fifth (5th) of the month, the board fee

shall be increased by \$50.00 late fee. The fee for any initial partial month shall be paid upon execution of this Agreement and be prorated for such partial month. In addition, Owner shall pay a security deposit of \$ _____ upon execution of this Agreement. This deposit shall be refunded to owner within 30 days of the termination of this Agreement on a pro rata basis for any unused portion of a month's board fees or other amounts due and owing to Sherwood or to Stables, or refunded in full provided that Owner has paid all amounts then due and owing.

6. Sherwood Fees and Expenses. Owner shall pay any fees and expenses incurred for training, lessons, other services, or goods provided by Sherwood or by Stables and not included in the boarding fee. Sherwood will provide Owner with a list of fees for services, which fees shall be subject to change upon notice to Owner. Payment is due upon receipt of invoice, subject to a finance charge of 1.5% per month (18% annual percentage rate) on all balances over 30 days old. Sherwood reserves the right to refuse to provide training, instruction, or other services if amounts due and owing are not paid within 30 days of invoice.

7. Other Fees and Expenses. Owner shall be responsible for the cost of any special services provided for the Horse and for all veterinary services, medical costs, farrier services, supplements and medications, transportation, and other miscellaneous costs that may be incurred with respect to the Horse.

8. Horse Health. Horse must be free from infectious, contagious or transmittable disease. A current negative Coggins test certificate is required for any Horse to be boarded at the Stables. Stables or Sherwood may also require a veterinarian's health certificate and a health, worming, and immunization record. In addition, Stables requires that each Horse be placed on the feed-through fly control supplement "Solitude IGR" (or an equivalent product at Stables' or Sherwood's discretion). Horse must be kept on a program of immunizations and worming consistent with the recommendations and guidelines of the American Association of Equine Practitioners.

Sherwood and Stables reserve the right to refuse to board Horse if not in good health upon arrival. Sherwood reserves the right to notify Owner within 7 days of Horse's arrival if Horse is, in Sherwood's or Stables' opinion, deemed dangerous, sick, or undesirable for boarding. In such case, Owner is responsible for removing Horse within seven (7) days of notification and for payment of all fees incurred during Horse's stay, upon which payment this Agreement will terminate.

9. Veterinary and Farrier Care. Owner will provide Sherwood with instructions regarding Horse's requirements for routine veterinary and farrier services, which will be provided at Owner's sole expense and responsibility. Owner grants Sherwood permission to seek emergency veterinary or farrier care for the Horse if Sherwood, in its discretion, deems it necessary for the welfare of the Horse, and Owner will be responsible for the costs of such services. In all such cases, Sherwood shall make reasonable efforts to promptly contact Owner regarding the emergency situation.

10. Training and Instruction. Sherwood will provide training services for Horse and instruction and coaching services for Owner or Owner's designee as may be requested and agreed. Fees for such services shall be paid on the terms as provided above with respect to board fees. Sherwood will provide such services in a good and workmanlike manner, but does not warranty results, success, or fitness for a particular purpose. Owner understands that results of training and instruction depend greatly upon the particular attributes, health, behavior, and aptitude of the Horse and the student/rider, and particular results or success cannot be and are not assured.

11. Other Trainers. Sherwood may allow certain trainers and instructors to provide training, instruction, or coaching for Owner or Owner's designee as may be requested and agreed. In such event, trainers and instructors are not employees of Sherwood but are independent contractors to Owner and Owner's designees, and will bill Owner for such for such services. Sherwood will require that these trainers and instructors have Comprehensive General Liability Insurance and provide evidence of such insurance, which will be kept on file with Sherwood.

12. **Use of Other Horses.** Owner or Owner's designee may from time to time, by agreement and with permission only, choose to use horses owned by Sherwood or other horses stabled on the premises for lesson, show, or exercise purposes. Such use may or may not involve the payment of compensation to Sherwood or to the horse's owner depending on the arrangements made in the particular circumstances; in all events, however, Owner and Owner's designee will assume the risk of such use as set forth in Sections 13 and 14 herein and by such use extend to the owner of such horse the release and indemnification set forth in Sections 15 and 16 herein.

13. **Assumption of Risk.** Owner is fully aware that the ownership, care, riding, jumping, driving, handling, and general association with farm animals, including equine animals, is an inherently dangerous activity, both to the rider or handler and the farm animal. Owner realizes there is a constant risk of injuries in these and related activities to both the rider, driver, or handler and to the Horse. By participating in equine activities, including but not limited to riding, lessons, and competitions, and by participating in the activities and utilizing the services contemplated by this Agreement, Owner and Owner's designees are assuming all risks associated with such activities. The fact that Sherwood or Stables makes available facilities for the boarding, training, instruction services indicated in this Agreement and for other farm animal activities does not mean that Sherwood or Stables are assuming any of this risk but rather all risks remain with Owner and are expressly assumed by Owner and Owner's designees.

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.

14. **Limited Insurance.** Sherwood maintains no limited liability insurance. No insurance is carried covering equine animals, equipment, or other property owned by the Owner or Owner's designees. Sherwood shall not be liable for any loss, sickness, disease, estray, theft, injury, or death which may be suffered by any Horse covered by this Agreement while such Horse is in Sherwood's or Stables' care, custody, and control or being shipped to or from the care, custody and control of Sherwood, or for any other cause or causes of action whatsoever, including for negligence, arising out of or in any way connected with the boarding, training, or handling of the Horse. It is the Owner's responsibility to carry full and complete insurance coverage for Owner and Owner's designee, Horse, and all personal property (*i.e.*: Tack, etc.). If Owner does not have liability, mortality, and/or major medical insurance with respect to the Horse, please indicate so by initialing here _____. Owner and Owner's designee agree to abide by all of Sherwood's or Stables' rules and regulations, including wearing proper safety equipment (*i.e.*, ASTM certified safety helmet, etc.).

15. **Release.** All persons designated as Owner in this Agreement, on behalf of themselves, their designees, and their representatives, heirs and assigns, hereby release, waive, discharge and agree not to sue and to hold harmless Sherwood Sporthorses Inc., its officers, directors, shareholders, employees, agents, contractors, farriers, veterinarians, trainers, and apprentices, and their successors and assigns, with respect to any loss or damages, injuries or death to Owner or Owner's designee and/or the Horse or other equine animals utilized by them or to any other property of theirs, whether caused by the negligence of any such persons or otherwise. This release specifically covers, but is not limited to, the inherent risks of farm animal activities, including but not limited to any of the following:

1. The propensity of an equine animal to behave in ways that may result in injury, death, or loss to persons on or around the equine.

2. The unpredictability of an equine animal's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals.
3. Hazards, including, but not limited to, surface or subsurface conditions.
4. A collision with another equine animal, another animal, a person, or an object.
5. The potential of a farm animal activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or the participant or to other persons, including, but not limited to, failing to maintain control over an equine animal or failing to act within the ability of the participant.

The term "farm animal activity" has the meaning as defined in Chapter 87, Texas Civil Practices and Remedies Code § 87.001, and includes, among other things, the activities Owner or Owner's designee engages in at the Stables, or at any horse show, competition, or other equestrian event, with respect to the riding, driving, handling, training, showing, boarding, veterinary care, and farrier care of equine animals. The term "participant" has the meaning as defined in Chapter 87, Texas Civil Practices and Remedies Code § 87.001, and includes Owner, Owner's designees, and other riders, drivers, handlers, and boarders in that regard.

Further, Owner, on behalf of itself and its designees, and their respective representatives, heirs and assigns, hereby releases, waives, discharges, and agrees not to sue and to hold harmless, Sherwood Sporthorses Inc., its officers, directors, shareholders, employees, agents, apprentices, and contractors, and their successors and assigns with respect to any liability or claim made by any person with respect to the loss, sickness, disease, stray, theft, injury or death of the Horse, whether caused by the negligence of Sherwood, the Stables, or otherwise. Owner also similarly and to the same extent, releases such persons named above from any claims or demands with respect to any first aid, veterinary care, farrier care, or other services rendered to Owner or Owner's designee, or to the Horse or other equine animal utilized by Owner or Owner's designee, in connection with the services contemplated by this Agreement.

16. Indemnification. Owner shall indemnify and hold harmless Sherwood and its representatives, officers, directors, shareholders, employees, agents, apprentices, and contractors, and their successors and assigns, against any claims, damages, causes of action, or other liabilities for injuries to persons or property caused by Owner's Horse, Owner, or Owner's designees during the term of this Agreement.

17. Stable Rules. Sherwood and/or Stables may from time to time post reasonable rules and requirements in connection with the use and operation of its facilities and provision of services. Such rules shall become a part of this Agreement and any failure to observe them on the part of Owner or Owner's designees shall constitute a default under this Agreement.

18. Stable Keeper's Lien. If payment for board or other services provided pursuant to this Agreement is overdue, Sherwood is entitled to a lien against the Horse for the amount due and shall enforce lien rights pursuant to the terms of Texas Property Code § 70.003 (Stable Keeper's Lien).

19. Default. Owner shall be deemed to be in default of this Agreement upon any failure to pay fees provided for herein when due or if Owner defaults in the performance or observance of any of the covenants or performance of any conditions of this Agreement and such default shall continue for 10 days after written notice thereof, in any of which cases Sherwood may declare this Agreement in default, terminate the Agreement, or bring suit for collection of monies due Sherwood, or foreclose upon Sherwood's security lien interest in the Horse or seek such other remedies as are available to it by law.

20. Termination. Either party may terminate this Agreement on thirty (30) days written notice to the other.

21. **No Assignment.** Neither Party may assign all or any portion of this Agreement except with the written authorization and agreement of the other Party.

22. **Modification and Waiver.** The terms of this Agreement may be changed only by agreement in writing executed by both Parties. Any delay or failure to exercise any right, power, or remedy, or to assert any breach or default, shall not be considered a waiver of any rights hereunder. Any waiver must be in writing to be effective.

23. **Certain Rules of Construction.** As used in this Agreement unless the context requires otherwise: (i) "and" and "or" shall mean "and/or", (ii) use of any pronoun shall include the corresponding masculine, feminine, and neuter forms, (iii) words in the singular shall include the plural and words in the plural shall include the singular.

24. **Governing Law.** This Agreement is made and entered into, and shall be governed by and interpreted under, the laws of the State of Texas. If any provision of this Agreement is found to be null, void, or voidable under the applicable law, the remainder of the Agreement shall survive intact.

I have read, understood, and agree to be bound by this Agreement.

Owner or Owner's Parent or Guardian:

Sherwood Sporthorses Inc.

Printed Name: _____

By: _____

Date: _____

Date: _____

PLEASE PROVIDE THE FOLLOWING INFORMATION AND DOCUMENTATION:

- Current Negative Coggins Test Certificate
- Veterinarian's Health Certificate (if requested)
- A Health, Worming, and Immunization Record (if requested)
- Horse Insurance(if requested)

You will be billed via email, due by the 1st day of the month. After the 5th day of the month, a late fee of \$50 will be applied as provided in the Boarding and/or Training Agreement. Payment may be made electronically, online or by check. A fee of \$25.00 will be charged and incurred for all returned checks. Charges for additional services will be billed separately and are due upon receipt. Please see Sherwood for any special needs you may have regarding payment.

Termination. Either party may terminate this Agreement on thirty (30) days written notice to the other.

Horse's Name: _____

Owner: _____

Parent or Guardian: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____

Mobile Phone: _____ Email: _____

Emergency Contact: _____

Is Horse insured? _____ Insurance Co. _____

Policy # _____ Ins. Phone No. _____

Name of Vet: _____ Vet Phone No.: _____

Signature: _____ Date _____

SPECIAL INSTRUCTIONS:

