



Sienna Stables Boarding Agreement

updated 11/30/2020





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This Agreement is made on _____ between Sienna Stables Ltd., (referred to as the "Stables") located at 8255 Camp Sienna Trail, Missouri City, Texas 77459 and _____

(referred to as "Owner" residing at: _____

City/State/Zip: _____ Home #: _____ Work#: _____ Cell# _____

Email: _____

YOU WILL BE BILLED ON THE FIRST (1st) OF EACH MONTH FOR BOARDING.

PAYMENT OPTIONS:

DEBIT CARD CARD # _____ EXP" ___/___ SECURITY CODE: _____

CHECK

CREDIT CARD – **PLEASE NOTE: There is a 3% convenience fee added for credit card processing.**

CARD # _____ EXP" ___/___ SECURITY CODE: _____

I. FEES

In consideration of \$ _____ per month, per horse paid by Owner in advance on the FIRST day of the month, along with any required or optional fees, the Stables agrees to board each horse described in the Agreement. Fees for any partial month will be prorated.

OPTIONAL FEES

- A. Blanketing is available for \$1 on and \$1 off per day when the temperature drops below 48 degrees. Optional slinky's, hoods, or sheets will not be put on by the staff and is sole responsibility of the Owner.
- B. Trailing Fees – Costs based on a case by case basis.

II. DESCRIPTION OF HORSE

REGISTERED NAME: _____ REG#/TATTOO# _____

Barn Name: _____ Owner name on stall: _____

Type/Breed _____ Sex (M/G): _____ Age: _____ Hands: _____

Color: _____ Markings: _____

PLEASE NOTE: Additional horses must be on a separate boarding contract.

III. STANDARD OF CARE

Owner represents to the Stables that the horse described in this Agreement is in good health. The Stables agree to provide normal and reasonable care to maintain the health and well being of said horse. In the event of any emergency, Owner authorizes the Stables to contact the Owner's veterinarian on Owner's behalf. The Stables is not obligated to provide veterinary care or other treatment. Owner agrees to provide for the common good of all boarded horses and for the prevention of infectious diseases: Annual Coggins Test (Neg. within 12 months for move in). Annually: Rabies, Strangles, and worming. Bi-Annually: VEWT, West Nile, and Boosters (Flu/Rhino and worming). A licensed veterinarian must administer all Coggins and injections along with six (6) month worming. All horses boarded at Sienna Stables will receive daily fly control at no additional cost to the Owner. All horses must be seen by a vet every six (6) months. If Owner does not comply, Sienna Stables will schedule a vet appointment and the owner will be charged for the expenses.

Initial _____

IV. VETERINARIAN INFORMATION

Owner's veterinarian: _____ Phone#: _____

Is the horse insured? 0 Yes 0 No If yes, please attach insurance information.

SIGNATURE FOR AUTHORIZATION OF EMERGENCY CARE: _____



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The Owner has attached current health records to this boarding Agreement: _____(Owners Initial's)

Owner's Farrier: _____ PHONE: _____ Date Of Last Farrier: _____

V. COMPLIANCE WITH RULES

Owner agrees to comply with rules and regulations by the Stables in connection with the boarding premises and the boarding services. Failure to comply with rules and regulations may result in immediate termination of this agreement.

- Hours of Operation: 7am – 9:00pm with lights out by 9pm
- Riding releases on file by any one who rides any horse at any time.
- Helmets must be worn by anyone under the age of 21 and anyone who is jumping a horse.
- Owner provides stall fans each spring

VI. TERMINATION

Unless terminated earlier by the Stables, this Boarding Agreement will terminate thirty (30) days following WRITTEN notice from either party to this Agreement to the other party. Unless otherwise agreed in writing by the Stables and Owner, the horse described in this Agreement will be removed from the boarding premises immediately upon termination of this Agreement. If the Stables determines that the termination of this Agreement would be in the best interest of the Stables or other boarded horses, the Stables may terminate this Agreement immediately upon notice to Owner.

VII. LIABILITY WAIVER, RELEASE AND INDEMNITY

In consideration of the benefits of the boarding services described in the Agreement, I, for myself or on behalf of my child or legal ward, or anyone with my horse, waive any claims, demands, actions, and causes of action or litigation against the Stables, Sienna Stables Management, LLC, their respective owners, members, employees, trainers, instructors, officers, directors, representatives, affiliated organizations, insurers and others acting on their behalf (references to "Sienna Stables" include all or any of such parties) for any economic and non-economic losses due to bodily injury, death, or property damages sustained by me or my minor child or legal ward or anyone with my horse occurring in connection with or as a result, in whole or in part, of the premises, operations and activities of Sienna Stables ("Owner claims"), and further release Sienna Stables of and from Owner claims. I will indemnify, hold harmless and defend Sienna Stables from and against all Owner claims, and all other claims, demands, injuries, death, losses, liabilities, expenses, judgments, actions, awards and litigation arising directly or indirectly from or as a result of my actions or failure to act, and I shall pay all costs (including court costs, attorney fees and other expenses) incurred by Sienna Stables in defending against or responding to them. This waiver, release and indemnity will be enforced to the fullest extent permitted by law, even if the Owner claim or the indemnity obligation is caused by the active or passive ordinary negligence or sole, joint, concurrent or comparative ordinary negligence of Sienna Stables, and regardless of whether or not liability without fault or strict liability is imposed or enforced to the extent that a court of competent jurisdiction holds Sienna Stables liable for intentional misconduct or gross negligence in a final judgment.

Executed as of the date first above written.

Sienna Stables Co., Ltd.
BY: Sienna Stables Management, LLC

Owner:



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BOARDING COSTS

\$629 Monthly – Due payable on the First (1st) of each month

Price Includes:

- Twice daily feeding. Feeding of any premium feed will be charged incrementally.
- Twice daily hay [one flake twice a day] Additional charges apply for alfalfa or extra hay.
- Daily stall cleaning and bedding.
- Premium 12' X 14' stalls and individual tack room
- Automatic waterers
- Daily turn out [weather permitting] with 8' game fencing [Six (6) separate pastures over twenty (20) acres] Please note: If horse is to be kept inside for a day, please text 281-723-4009 (Cal) the day prior.

**Please note: No stall cleaning or turn out on Saturdays [workers day off]

DATE: _____

Owner's Signature



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HURRICANE | EVACUATION

Sienna Stables has a contract with Equine Express to evacuate our horses in case of a hurricane.

Upon our notice, Equine Express will send their trailers to our facility and transport them to their facility in Pilot Point, Texas (outside of Dallas) where they would be placed in stalls and taken care of daily until they could return.

Equine Express has quoted us a price of \$475 per horse for transportation and boarding including feed, hay, and shavings.

Sienna Stables must pay in advance for the entire shipment. No individual checks are accepted.

Please choose from the two options below:

OPTION 1

I will accept and agree to pay Sienna Stables \$475 for each of my horses evacuated from Sienna Stables in the event an evacuation is deemed necessary by Sienna Stables.

I approve a charge to my debit card or credit card the payment made payable to Sienna Stables at the time of the evacuation and I have signed the Equine Express Bill of Lading attached.

PRINT NAME: _____

DATE: _____

Signature

OPTION 2

I assume all and full responsibility for my horse and will remove my horse from Sienna Stables in a timely manner in the event an evacuation is deemed necessary by Sienna Stables.

I choose not to accept the Equine Express contract and have the ability to move my horse, as no horse will be allowed to remain on the premises is an evacuation is deemed necessary.

PRINT NAME: _____

DATE: _____

Signature



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BARN RULES

Sienna Stables is a family-oriented facility. These basic rules are in place to ensure everyone has an enjoyable and safe riding experience.

ARENA RULES

We are fortunate to have four (4) multi-use arenas that accommodate English Riding, Western Riding, Reining, Barrell Racing, Dressage, and Therapeutic Riding.

- JUMPS, BARRELS, GROUND POLES, VERTICAL POLES, AND DRESSAGE LETTER BLOCKS ARE KEPT IN THE VARIOUS ARENAS.
- THE ARENAS ARE ALWAYS AVAILABLE TO OUR BOARDERS AND THOSE LEASING HORSES WITH THE EXCEPTION OF THE SMALL COVERED ARENA DURING BIRTHDAY PARTIES. YOU MAY RIDE IN ANY OTHER ARENA AT ANYTIME WHETHER LESSONS ARE BEING CONDUCTED OR NOT.
- RIDERS ARE EXPECTED TO BE CONSIDERATE OF ONE ANOTHER AND DISPLAY GOOD SAFETY PROCEDURES.
- IF YOU NEED TO SET UP JUMPS, TAKE JUMPS DOWN, OR MOVE THE EQUIPMENT AROUND WITHIN THE ARENA, YOU MAY DO SO. IF WE ARE AVAILABLE, WE WILL BE HAPPY TO HELP. WE DO NOT EXPECT YOU TO RESET THE ARENA.
- IF YOU HAVE YOUR HORSE TURNED OUT IN ONE OF THE ARENAS, YOU MUST BE ON THE PROPERTY. IF ANYONE WANTS TO RIDE, THE HORSE MUST BE REMOVED FROM THE ARENA OR PLACED ON A LUNGE LINE.
- ALL HORSES MUST BE IN HAND IF RIDERS ARE MOUNTED IN ONE OF THE ARENAS.

SAFETY RULES

- HORSES ARE NOT ALLOWED TO BE TURNED OUT BETWEEN ANY OF THE ARENAS AT ANY TIME. THIS INCLUDES THE AREA BETWEEN THE TWO (2) OUTDOOR ARENAS AND THE AREA BETWEEN THE COVERED ARENAS.
- HORSES MUST BE HALTERED WHEN THEY ARE OUTSIDE OF THEIR STALLS AT ALL TIMES AND IN HAND.

MISSOURI CITY RULES AND REGULATIONS

- HORSES ARE NOT ALLOWED TO BE ON THE LEVY AT ANY TIME AND YOU ARE SUBJECT TO A FINE.
- HORSES ARE NOT ALLOWED TO BE ON THE SOCCER OR BASEBALL FIELDS.

HOURS OF OPERATION

- SUNDAY – SATURDAY 7AM – 9PM

PLEASE HAVE YOUR HORSES STALLED NO LATER THAN 9PM AS THE OFFICE WILL BE LOCKED AND WE TURN OFF ALL OF THE BARN AND ARENA LIGHTS AT 9PM.

- IN CASE OF AN EMERGENCY CONTACT CAL OR LAURA AT
Laura (cell): 281-703-7917 Cal (cell): 281-723-4009



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BARN RULES CONTINUED

Sienna Stables is a family-oriented facility. These basic rules are in place to ensure everyone has an enjoyable and safe riding experience.

1. If you leave the facility to trail ride, you as the rider, assume sole liability and understand that there is no supervision by any Sienna Stables employees. If your horse leaves manure on the street or sidewalk, it is your responsibility to clean it up. There is a broom and standing dustpan in the bathroom office available for use. Please place manure in the garbage dumpster next to the office. As a safety standard, no trail riding should happen after dusk as horses should be in the facility before dark. Sienna Plantation does not allow any riding on the levees, soccer fields, ball fields or sidewalks.
2. Please be considerate of fellow boarders and clean up manure in front of your stall and at the wash rack. As a safety standard, only hay bags are permitted in the aisles.
3. Stall Guards may be used when you are at the facility. The stall must be closed when you are not at the facility. We have had issues with horses that lung at other horses while walking down the aisle which is very dangerous. Please supervise your horse if you are using a stall guard.
4. Only mounted riders are allowed in the arenas. Please do not take chairs into the arenas. Playing or running is strictly prohibited within the arenas.
5. Hay nets can be very dangerous if not hung properly. Nets need be hung at the height of the head of the horse to prevent a leg from being tangled within the net. Please, do not place a hay net or loose hay in the arenas
6. During lesson times, please be sure to ask the Instructor giving the lesson if it is okay to turn a horse loose in an empty arena. Horses turned out in an arena can be very disruptive and/or dangerous to other mounted riders. The instructor has the authority to refuse to allow a horse to be turned out during lesson times.
7. All minors must wear helmets when mounted. All minors must wear proper footwear when mounted.
8. Hours of operation are from 7am – 9:30pm, 7-days a week. **THERE IS NO ADULT SUPERVISION AT THE FACILITY AFTER 8PM.**

I have read the rules, and if applicable discussed with any of my children.

(Signature)

DATE: _____



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NON-NEGOTIABLE BILL OF LADING

MC-248938
TX IBC-24545612079
D.O.T. - 465687



"Experienced horsemen providing quality service."

P.O. Box 501
Pilot Point, Texas 78258
800-545-8098 (USA & Canada)
940-365-9098 (Local)
FAX 940-365-8408

TraCTOR No. _____ Trailer No. _____ Drivers _____ Trip # _____

SHIPPER SIENNA STABLES PHONE 281-778-7433

ADDRESS 8255 Camp Sienna Trail CITY & STATE Missouri City TX 77459

This shipment is subject to the provisions of this bill of lading including the provisions on the reverse side hereof and of Carrier's Terms and Conditions of Shipment in effect on the date of this Shipment's origin. The Carrier agrees to transport to destination indicated the property described below within the scope of Carrier's usual operation. It is mutually agreed as to the parties hereto, all Beneficial Owners of the property identified herein and all Carriers handling this Shipment or any part thereof, every service to be performed hereunder shall be subject to all conditions not prohibited by law whether printed or written, contained in Carrier's Terms and Conditions of Shipment and this bill of lading and shall apply to any return of the Shipment or any re-shipment by the Shipper, Carrier or Connecting Carrier. The Carrier's Established Rate per animal applies only when the shipment has an Agreed Value not exceeding \$2,000 per animal. When an Agreed Value in excess of \$2,000 is declared on any animal, there will be added to the Established Rate a charge of 50 cents for each \$100 or fraction thereof of such excess valuation for each 100 miles or fraction thereof of distance between points of origin and destination subject to a maximum excess charge of 0.70 per animal. THE AGREED VALUE OF THE PROPERTY IS HEREBY SPECIFICALLY STATED BY THE SHIPPER INDIVIDUALLY OR BY SHIPPERS AGENT SIGNING ON SHIPPERS BEHALF NOT TO EXCEED \$2,000 PER ANIMAL UNLESS SPECIFIED OTHERWISE HEREIN.

RECEIVER _____ PHONE _____

ADDRESS _____ CITY & STATE _____

Shipper is encouraged to obtain its own insurance, it being acknowledged and understood animals transported may have an actual value in excess of the Agreed Value.

BILL TO: NAME & ADDRESS	NAME, NUMBER, DESCRIPTION, KIND OF ANIMALS, (PARAPHENALIA, PETS, MASCOTS, ETC.)	AGREED VALUE OR MARKET VALUE (UNLESS OTHERWISE INDICATED)	CHARGE FOR UNDESIRABLE	STALL SPACE	BASIC CHARGE PER ANIMAL
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

Received in apparent good order	METHOD OF PAYMENT	BASIC CHARGE
By _____	CO.D. _____ CK# _____	CHARGE FOR EXCESS VALUE
Date _____	PICK UP _____ CK# _____	STALL RENT & FEED
	CREDIT CARD _____	VET FEES
	INVOICE _____	ATTENDANT EXPENSES
		OTHER _____
		TOTAL CHARGES

IF COLORS, REGISTRATION or other papers sent with horses, receiver must acknowledge receipt. (Circle as Appropriate)

Received by _____ Date _____

CONTRACT TERMS & CONDITIONS

SECTION 1: The Carrier's Established Rate does not include the loading, unloading, handling, feeding, watering and other care of the animal(s). Shipments of animal(s) may be accompanied by one or more attendants provided by Shipper and limited to the duty and the responsibility of such attendants to care for, feed and water the animal(s). The Carrier shall be responsible only for the actual transportation of the animal(s). The Carrier, its employees and agents are not liable for injuries or death occurring to animal(s) while said employees or agents assist in the loading or unloading of said animal(s). Shipper and/or the individual receiving said animal(s) shall indemnify the Carrier and its agents for damages to equipment and for injury or death to the animal(s) resulting from negligence or willful misconduct on the part of the Shipper, the individual receiving such animal(s) or their agents. Furthermore, if Carrier's agents or employees at the request of a Shipper or a person receiving said animal(s) assist in the loading or unloading of animal(s), said Shipper shall be the individual receiving said animal(s) shall indemnify the Carrier for damages to equipment and injuries or deaths to the animal(s) of said Shipper and/or receiver requesting unloading or handling assistance and also to the animal(s) of any other Shipper or receiver occurring in connection therewith.

SECTION 2: Shipper agrees Carrier shall not be responsible for the contact or acts of the animal(s) to be received or to each other such as biting, kicking, going or smothering, nor for loss or damage arising from the condition of the animal(s) themselves, or which results from their nature or temperaments, which releases assumed by Shipper. Shipper hereby releases and discharges Carrier from all liability from any cause whatsoever, unless such liability, injury or loss shall be caused by Carrier or by the negligence of its agents or employees, and in such event, Carrier shall be liable only to the extent of actual damage sustained but, in no event, an amount greater than the Agreed Value stated hereon for the animal(s) in question. IF THE SHIPPER INDIVIDUALLY OR THROUGH SHIPPERS AGENT FAILS TO DECLARE A VALUE AT THE TIME OF SHIPMENT, THE MAXIMUM LIABILITY IS \$2,000 PER ANIMAL.

SECTION 3: A copy of Carrier's Terms and Conditions of Shipment may be obtained from Carrier's address identified above. SHIPPER ACKNOWLEDGES IT HAS OBTAINED AND READ A COPY OF CARRIER'S TERMS AND CONDITIONS OF SHIPMENT TO THAT IT HAS BEEN OFFERED AND HAS DECLINED THE OPPORTUNITY TO DO SO, BUT IN ANY EVENT SHIPPER ACCEPTS AND AGREES TO BE BOUND BY THE PROVISIONS OF SAID TERMS AND CONDITIONS OF SHIPMENT.

SIGNED IN QUADRUPPLICATE
 _____ DATE _____
Per _____ (Agent or Driver) Per _____ (Shipper's Agent)

ATTENDANT'S CONTRACT

READ CAREFULLY, THIS IS A CONTRACT OF INDEMNIFICATION AFFECTING YOUR RIGHTS.

In consideration of the undersigned's request for transportation without charge in the body of the vehicle wherein animals are transported, said animals being under the full care of the undersigned, the undersigned hereby agrees to indemnify, defend and hold Equine Express N.A., Inc. of Pilot, TX harmless from any and all loss, cost, claim, expense, cause of action, loss of use and liability by reason of injury (including death) to persons or damage to property arising out of the use, operation, maintenance or control of cargo or motor vehicle equipment the undersigned may have against Equine Express N.A., Inc., its agents, employees, officers, successors and assigns. Further, each of the undersigned attendants agrees to assume all risk of injury to himself while being transported pursuant to this Agreement. I, the undersigned, have read this CONTRACT OF INDEMNIFICATION and understand its terms. I execute it voluntarily and with full knowledge of its significance. IN WITNESS WHEREOF, the undersigned has executed this CONTRACT OF INDEMNIFICATION on the day and year first above written.

Witness(s) _____
Attendant(s) _____
ORIGINAL No. 49540



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Sienna Stables
8255 Camp Sienna Trail
Missouri City, TX 77459
281-778-7433

SIENNASTABLES.COM

