

EQUINE BOARDING AGREEMENT (Full)

This Equine Boarding Agreement (the "Agreement") is being entered into by ("Boarder"):

Name: _____

Address: _____

and Forever Faithful Ranch, 13955 Lake Mount Pleasant, Montgomery TX 77356

("Stable") as of _____, 20__.

1. **Term.** The term of this agreement shall be a monthly agreement commencing on the date set forth above and shall renew automatically for successive periods thereafter unless canceled with a 30 day written notice by either party.

2. **Identification of Horse.** Boarders horse(s) to be housed by Stable ("Horse" or "Horses"):

a. _____ (registered name)

_____ (barn name)

_____ (breed)

_____ (sex)

_____ (age)

b. _____ (registered name)

_____ (barn name)

_____ (breed)

_____ (sex)

_____ (age)

3. **Boarder's Contact Information.**

Name: _____

Phone: _____

Email: _____

4. **Ownership of/Authority over Horse.**

a. Boarder represents and warrants that they are the owner of record of Horse, or that they have express authority of the owner of record to enter into this Agreement to house Horse with Stable. If Boarder is not the owner of record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this agreement, and liable for all sums hereunder.

b. **Identification of Owner of Record if Different Than Boarder.**

If Boarder is not the owner of record of Horse, the owner of record is:

Name: _____

Address: _____

Phone: _____

Email: _____

5. **Boarding Fee.** Boarder agrees to pay in advance \$500.00 per horse, per month payable on or before the 1st day of each month. Payment received after the 15th of the month will be subject to a \$35 late fee. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30-day month. If board is not paid by the 2nd month, the Boarder will be asked to vacate the premises within 30 days.
6. **Deposit.** A deposit of \$50 (per horse) is required at the commencement of this Agreement to hold the stall(s) for 30 days. This will be applied to the first month's board.
7. **Amenities.** The Boarder agrees to pay in addition to their Board Fee for the following amenities. *Please fill in the bubble next to desired amenity.*

- Special Turn Out or handling \$25 per month per horse
- Increased Hay / Feed from the normal feed rate \$20 per month per horse
- None of the Above

8. **Stable's Services.**

- a. Stable agrees to provide a reserved covered stall for your Horse(s) which will be mucked daily with clean dry shavings provided.
 - b. Horse will be provided with turn-out time at owner's request. However, Stable cannot guarantee a given schedule for turn-out.
 - c. Horse(s) will be fed age-appropriate pellets and/or grain and/or hay in the a.m. and p.m. as required. All other supplements or feeds are to be purchased by the Boarder but will be administered by ranch personnel as required.
 - d. Seasonal or Daily Blanketing / Fly Sheet / Fly Mask
 - e. Holding for Vet / Farrier
 - f. Administering or applying medicines/ topicals
9. **Horse's Physical Condition/Special Care.** Except as specified in this section, to Boarder's knowledge, Horse is currently sound, disease-free, and in good condition, and not in need of any special care.

Exceptions:

10. **Horse's Behavior.**

Boarder states that the Horse exhibits the following behavioral traits:

11. Veterinary Care.

- a. Boarder agrees and understands that it is Boarder’s responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Boarder’s horse is or appears sick or injured, Stable will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives Stable permission to call Boarder’s veterinarian, identified as Dr. _____, with (Clinic) _____, at (Office) _____, (Cell) _____. If Boarder’s veterinarian is unavailable, Boarder authorizes Stable to call its veterinarian, and that Boarder will be fully responsible for all veterinarian charges so incurred.
- b. Boarder also agrees that Boarder will keep Horse current on all customary worming and vaccinations, including but not limited to West Nile, Lyme disease, Rabies, Flu, and all other worming or vaccinations as may be prevailing or customary in Stable’s locale. For the safety of all horses, Forever Faithful Ranch will be administering a quarterly dose of rotational worming medication. The cost plus administering fee will be applied to the correlating months board.

12. Farrier Care. Boarder agrees and understands that it is Boarder’s responsibility to provide Horse with proper hoof care and farrier services. Boarder’s farrier is: (Name) _____, (Office) _____, (Cell) _____ Boarder’s farrier shall have access to Stable and Horse during Hours of Operation. If Boarder’s farrier is unavailable and Boarder’s horse is in need of farrier services, Boarder authorizes Stable to call its farrier, and that Boarder will be fully responsible for all farrier charges so incurred.

13. Trainer. Boarder’s trainer is (Name) _____, at (Office) _____, (Cell) _____. Boarder’s trainer shall have access to Stable and Horse during Hours of Operation.

14. Prohibited Activities. Neither Boarder nor their guests or agents shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable without permission of Stable or that horse’s owner.

15. Safety and Release from Liability.

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU or YOUR CHILD’S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

a. **Helmets and Safety Gear.** I understand that it is the recommendation of Stable to wear a riding helmet , appropriate riding boots, and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear. **ALL** riders under the age of 16 are required to wear a helmet.

Initial: _____

b. **Horses are Inherently Dangerous.** I also understand that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, I expose myself to dangers both known and unknowns. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that

Stable cannot control the horses it boards, and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable's facilities.

Initial: _____

- c. **I am Responsible for my own Conduct and That of my Horse.** I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on Stable's property.

Initial: _____

- d. **Death or Injury to Horse.** Stable, its owners, trainers, agents or employees will not be held responsible for injury or death of Horse(s) absent active negligence on their part.

Initial: _____

- e. **RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK.** I take full responsibility for myself, my family, and for any guest that I may bring onto the property and will not hold stable, its owners, agents,

or employees responsible for accident or injury to myself, my guests, or my agents. See attached Waiver.

Initial: _____

- f. **HOLD HARMLESS, DEFEND AND INDEMNIFY.** Boarder agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access of Horse, or Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement. Tenant agrees to complete and sign a RELEASE AND HOLD HARMLESS AGREEMENT for each participant, guest and invitee.

Initial: _____

- g. **Costs, Attorneys' Fees, and Expenses.** In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their guests or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

Initial: _____

- h. **Lien Notice.** Boarder is put on NOTICE that Stable has and may assert and exercise a right of lien for any amount due for the boarding and keep of horse(s) and for any other charges due hereunder; and further agrees Stable shall have the right, without process of law, to attach a lien to your horse(s) after two (2) months of non-payment or partial payment; and Stable can then sell your horse(s), tack and other equipment to recover its loss. Failure to pay boarding fees or other charges as due shall also entitle THIS STABLE to immediately terminate this Agreement and to keep the horse(s) on this Property as its possession until ALL fees are paid in full in cash.

Initial: _____

16. **Stable's Remedies.** If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse hereunder, Stable reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred.

17. Amendments and Modifications. The parties may amend this Agreement only by a written agreement executed by all parties.

18. Notice.

a. **Notice to Stable.** All notices must be in writing and delivered to Stable at the following address, in a manner which provides proof of delivery:

Forever Faithful Ranch
13955 Lake Mount Pleasant Rd.
Montgomery, Texas 77356

b. **Notice to Boarder.** All notices must be in writing and delivered to Boarder at Boarder’s address listed above in this agreement, in a manner which provides proof of delivery.

19. Assignment or Transfer. No party may assign or transfer this Agreement without prior written consent of the other parties.

20. Entire Agreement. This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

21. Comprehension. Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

22. Boarding Rules. Boarder agrees he/she has been given a copy of the Boarding Rules. If Boarder is unwilling or unable to abide by the conditions set above and in the attached “Boarding Rules,” this Agreement shall be null and void, and Boarder agrees to vacate within two (2) days of notice to Stable.

23. Governing Law and Venue. This agreement shall be governed by the laws of Texas. Venue for resolution of disputes shall be proper in Montgomery County, Texas.

By signing this Agreement, the Boarder acknowledges that he/she knows, understands and affirms they can and will abide by the terms and conditions of this Agreement. This Agreement shall be executed on the day written below by the parties hereto and shall be binding by the day written above as the first day of the boarding agreement.

BOARDER:

Signed: _____

Name: _____

Date: _____

STABLE:

Signed: _____

Name: _____

Date: _____

RELEASE AND HOLD HARMLESS AGREEMENT

Forever Faithful Ranch, located at 13955 Lake Mount Pleasant, Montgomery Texas 77356, wish to remind you that activities with horses can be dangerous.

Certain risks cannot be eliminated without destroying the unique character of horseback riding. Certain elements of this activity could result in loss of property, injury, or even death. Forever Faithful Ranch does not want to frighten you or reduce your enthusiasm for this activity, but it is important for you to be informed of the inherent risks in advance.

WARNING

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 or equine in equine activities resulting from the inherent risks of equine activities.

1. _____, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Forever Faithful Ranch understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability. My participation in equine activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the risks.
2. I have read and fully understand the warning posted above and on the premises.
3. I understand the potential dangers that I could incur in mounting, riding, walking, leading, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks, I hereby release Forever Faithful Ranch, family members and anyone else directly or indirectly connected with Forever Faithful Ranch from any liability and all claims of every kind whatsoever (including costs, expenses, or attorney's fees) in the event of injury or damage of any nature (or perhaps even death) to me or anyone else I bring with me caused by or incidental to my electing to mount and ride a horse owned by Forever Faithful, or any other horse on property at Forever Faithful Ranch. I have read or been advised of the WARNING posted by Equine Professional, which warning states, "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 or equine in equine activities resulting from the inherent risks of equine activities."
4. I understand and recognize and warrant that this Release and Hold Harmless Agreement is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement may further limit the liability of Forever Faithful Ranch beyond that statutorily provided by the above referenced law which includes any activity, whatsoever, involving an equine, including death, personal injury and/or property damage to property.
5. I further voluntarily agree and warrant to release and hold harmless Forever Faithful Ranch from any liability whatsoever (including costs, expenses, or attorney's fees), including, but not limited to, any incident caused by or related to negligence, relating to injuries known, unknown, or otherwise not herein disclosed, including, but not limited to, injuries, death or property damage from mounting, riding, dismounting, walking, leading horse, grooming, feeding, use of barn, paddock, trails or horse ring, trailering, falling off horse whether or not horse is bucking, flipping or spooked.

NOTICE: Wearing an ASTM/SEI approved hardhat, true riding boots and using safety stirrups is strongly recommended while riding. I understand this recommendation and if I were to choose not to wear or use this equipment, I will hold Forever Faithful Ranch harmless from any and all liability resulting from or by not following this recommendation.

I HAVE CAREFULLY READ, AND CLEARLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MYSELF, MY HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND FOR ALL MEMBERS OF MY FAMILY, INCLUDING ANY MINORS UNDER MY GUARD.

Participant's Signature: _____ Date: _____

Printed Name of Participant or Parent/Guardian: _____

Parent/Guarding Signature (REQUIRED if Participant is under the age of 18): _____

FOREVER FAITHFUL RANCH BOARDING RULES

Welcome to Forever Faithful Ranch! We are excited to have you join our barn family! Our goal is to have happy boarders and happier horses!

- Board is to be paid as agreed. Barn management is way too busy keeping your horses happy to have to worry about it!
- All horses entering or leaving the barn shall have proof of standard shots and up-to-date Coggins.
- All Forever Faithful Ranch equipment is off-limits to all boarders and guest, unless otherwise approved by Barn Management. This includes but is not limited to the ATV's, tractor, horse tack, trailers, etc.
- Anyone finding a horse to be sick or in need of medical attention should contact Teri Matter at 936-203-6972 so the horse owner can be contacted, and care administered. Do not administer treatment to any sick animal without owner's permission.
- Barn Management and Forever Faithful Ranch employees/ volunteers are not responsible for retrieving, making ready, or returning your horse to its designated areas after use.
- Please clean any and all areas you and your horse(s) have been in, including the covered arena, grooming areas, alleyways in the barn, etc.
- All horses must be led by halter and lead rope. Please do NOT ride your horses in the barn. Safety First!
- Please park in designated areas only. Parking in front of the barn is not allowed, as we have deliveries, vets, and farriers that use this area.
- All children and guests must be supervised by tenant. No children are to be left unattended. Horses are unpredictable, and we want everyone safe.
- Please make sure to turn off all lighting in tack rooms, barn, and arenas when it is done being used.
- Gates and Front Entry Gate – if you open any gates, please make sure to close and latch them behind you. If you are the last person to leave the barn, please close and lock the front entry gate. All our boarders have a code/key to get in.
- STABLE DOES NOT INSURE ANY PERSONAL BELONGING OF BOARDERS
- Training and Lessons are available from the barn, but you are more than welcome to use your preferred Veterinarian, Farrier, Riding Instructor, or Trainer.
- No outside horses may be brought onto the premises. We must make sure we are doing everything to keep our horses safe and healthy.
- No one boarder has exclusive use of riding areas. If taking lessons or riding in any of the areas, respect other riders at all times.
- Forever Faithful does host riding lessons, Equine Assisted Psychotherapy (EAP) and learning (EAL) sessions as well as fundraisers time to time. During these events the round pen, arena, recreational center, critter corner, and play area are off limits. Signs will be posted at the barn during these events.
- Due to the sensitive nature of EAP and EAL, we ask that all boarders and visitors remain quite while in the barn as well as areas with in hearing distance of the area being utilized for the session.
- No smoking in or around the barn. No cigarette butts are to be thrown down on the premises.
- Barn Management is not responsible for veterinarian and farrier visits. Boarder makes their own arrangement and Boarder is responsible for being there if necessary.
- Barn Management does not provide transportation for horses boarded at the barn.
- No Boarder is to touch barn feed or hay.

- Cruelty to animals will **NOT** be tolerated. This includes harsh training methods and punishments that could result in injury to your horse.
- If you bring guests to the Barn, a Release and Hold Harmless Agreement must be completed for that guest, whether they ride or not. All Guest must be approved by Management and or the Board prior to entering the ranch.
- All approved riding guest will pay a \$50 riding fee to the stable prior to riding.
- Aggressive, hard to handle horses will not be tolerated. If your horse proves to fit this category, Barn Management reserves the right to terminate the Boarding Agreement.
- No Stallions are accepted at this time.
- Trailers are only to be parked in the designated area, except for loading/unloading.
- Feel free to approach ANY AND ALL STRANGERS to determine their reason for being on the premises. Get to know your fellow boarders and work together to help protect our barn family.
- If you have a problem with anything at all, please go to Teri Matter directly.
- Watch Bulletin Board for Notices, News, and Events!
- Be courteous, have fun, enjoy the facilities, and remember: An unknown problem cannot be resolved.

By signing this Agreement, the Boarder acknowledges that he/she knows, understands and affirms they can and will abide by the terms and conditions of the Boarding Rules. This agreement shall be executed on the day written below by the parties hereto and shall be binding the day written as the first day of the boarding agreement.

Boarder's Signature: _____ Date: _____

Printed Name of Boarder: _____

Forever Faithful Ranch representative initials: _____

Forever Faithful Ranch Operating Hours:

Tuesday thru Friday: 8:00 am to 6:00 pm

Saturday: 8:00 am to 7:00 pm

Sunday and Monday: Closed

Thank you,

Teri Matter- Owner/Operator- 936.203.6972