



JONES ROAD RANCH
New Waverly, Texas
PASTURE & STABLE BOARDING

Horse Boarding Agreement and Liability Release

By this agreement, made and entered this _____ day of _____ 21__ by and between
and _____ (owner's name/s), who resides at

_____ (owners address, city, state, zip), herein referred to
as the "Owner" and Jones Road Ranch, herein referred to as the "Ranch".

FEES

It is hereby agreed to as follows:

1.1 **Boarding Fee.** The owner agrees to pay the sum of

- ☒ **\$300 per month (W-EFT discount) for pasture board with other horses on pasture** (in a herd) or
- ☒ **\$375 per month W-EFT discount) for a dedicated pasture board** (horse cannot be put in a herd on pasture) or
- ☒ **\$100 per week (minimum one week) per horse for short-term boarding.**

The owner also understands that the Ranch will not allow any horse to leave on any given day later than noon without charging one full day's board. At the commencement of this agreement, OWNER agrees to pay a **security deposit of \$0.00** per horse. The security deposit will be refunded or used as last month's board on condition that all bills be paid in full before the removal of the horse(s) from the premises. Monthly board is to be **paid in advance and is due on the first of the month. A discount of \$25 per month is given for board paid by EFT on the 1st of the month.** Ranch requires 30-day notice, in writing, if Owner intends to sell or move horse. The owner is responsible for the full month's board should there be no notification prior to horse leaving the Ranch premises. ("Sale horses" may be exempt to the 30-day notice policy, with prior written consent or sales agreement). The owner shall pay all charges of and for special services listed hereinafter and all veterinary and medical costs that may be incurred hereinafter for the horse. **No**

horse under any circumstance is permitted on the property without current negative Coggins, Release of Liability and payment.

- 1.2** Jones Road Ranch reserves the right to deny boarding and services to any horse(s) for any reason, including: animals' poor health or unsoundness; dangerous propensities, habits and/or vices which the ranch is not equipped to handle.

*** A late fee of five dollars (\$5.00) per day is charged for payments made after the fifth day of the month.*

RELEASE AND INDEMNITY

2.0 If horse becomes ill or injured, the Ranch shall attempt to telephone owner immediately. If Owner does not immediately inform the Ranch regarding measures to be taken, or if the state of the animal's health requires immediate action, The Ranch is authorized to request the services of a veterinarian or to give any other attention that appears advisable. The Owner shall take full responsibility of the animal including but not limited to damage to the Ranch's property such as stalls, buckets, lighting, fencing, wiring etc. and claims, injuries or loss of life that may be sustained by Owner, his/her family, invitee, agents or any other persons or their property.

2.1 Owner, **at their discretion**, shall have sole responsibility for **maintaining insurance coverage for and with respect to Owner's horse** and other personal property, including without limitation appropriate policies of property and liability insurance. The owner of the horse(s) shall have **personal horse owner's liability via a stand-alone policy** and/or **coverage that extends from their policy naming Terry and Alma Frazier as additional insured**.

2.2 Owner acknowledges and accepts the risks and dangers inherent in equine activities ("Equine Related Risks") including without limitation: the propensity of a horse to behave in ways that may result in injury or harm to, or the death of persons on or near the horse or result in an injury or death to other animals, including Owner's horse, such as bucking, biting, kicking, rearing, shying, falling, or stepping on persons or other animals; the unpredictability or a horse's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, such as surface and subsurface ground conditions, collisions with other horses, animals or objects; and the potential of another horse owner to not maintain control over its horse or horses.

2.3 OWNER EXPRESSLY ACKNOWLEDGES AND ASSUMES ALL RISKS INVOLVED IN OR ARISING FROM THE USE BY OWNER OR OWNER'S HORSE, OR THEIR PRESENCE UPON RANCH PROPERTY AND FACILITIES, including without limitation: Equine related risks, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire, explosion, the unavailability of emergency or other medical care and the negligence and/or the deliberate act of another person.

2.4 Owner hereby releases, exonerates and absolves Jones Road Ranch, its owners, staff members, volunteers, employees, sponsors, organizers, agents, and any other representatives, any other cooperating or coordinating agencies or groups and any of their successors and assigns, of and from all liability whatsoever and agrees not to sue them or any of them on account of or in conjunction with any claims causes or action, injuries, damages, or expenses (collectively "{Liabilities}") arising out of the use or presence upon Ranch property and facilities by Owner, or Owner's horse, including without limitation such liabilities as may arise from death, personal injury, property damage, economic loss, including consequential damages.

2.5 Owner hereby waives the protection afforded by any statute or law whose purpose or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person given the release does not know or suspect to exist at the time executing the release.

2.6 Owner agrees that boarded horse(s) will be wormed, immunized and teeth floated according to accepted practices and that horses are shod or trimmed on a regular basis (or a minimum of every eight weeks). The Owners are responsible for setting appointments for services unless Owner requests assistance from Ranch management.

2.7 If the market value of the above-named horse is more than \$9,999.00 (nine thousand nine hundred and ninety dollars) the owner must provide valuation documentation and provide adequate insurance coverage for the above-named horse. The Ranch will not be held liable for any claims whatsoever.

RIGHT OF LEIN

3.1 The owner hereby grants a lien on the horse for all charges resulting from boarding and rendering any other services to the animal. If any such charges are unpaid for a period of 30

days after they come due, the Ranch may, upon 15 days' notice in writing to Owner, sell the horse breed associations, registration papers upon enforcement of this clause. The notice may be served by registered or certified mail with returned receipt requested, addressed to the owner at the address stated above. The proceeds of the sale, after paying the expenses thereof, shall be applied to liquidate the indebtedness secured by the lien including all charges accrued in caring for the animal up to the date of sale and the balance shall be paid over to the Owner. If the proceeds of the sale are insufficient to cover the indebtedness the Owner shall pay the difference to the Ranch.

SERVICES INCLUDED

FEED

- 4.1** Horses are pastured 24x7 on natural forage on Jones Road Ranch pastures. Winter forage, usually winter rye grass, is planted each fall, at the Ranch's discretion, to provide additional forage during the late fall-winter-early spring season.
- 4.2** Local horse hay (from Jones Road Ranch or a local area ranch) is currently being provided at cost during the winter season. Round bales are provided on pasture as needed to maintain proper weight during the winter season and are charged at the end of every month in addition to your monthly pasture board. Hay bales during the Dec-Feb hay season can be expected to run about \$50-\$60/horse/month for bales at \$75-\$100/round bale.
- 4.3** Owners are responsible for supplemental square bales in stalls or elsewhere.
- 4.4** Alfalfa, Linseed bran any additional **feed and medications/supplements** are the **responsibility of the boarder** or their designate.
- 4.5** The Ranch staff will work with you to cover over the fence feeding on a temporary basis, e.g. vacations, as needed. Daily over the fence feeding/supplementation is generally \$3/day. Note: All additional feed and supplements are provided via over-the-fence feeders. Fees do not include any daily movement of horses to the barn/stalls for feeding. If horses are required to be barn/stall fed, then owners are responsible for movement and feeding.
- 4.6** The Ranch can feed for an additional daily feeding fee, see Section 20.0 Fee Recap.

FACILITIES

5.1 FACILITIES included in Ranch pasture board fee:

- a) Pasture boarding
- b) Outdoor riding arena
- c) Corral/round pen for lunge work
- d) Wash rack
- e) Tack storage
- f) Trailer storage (for an additional fee of \$50/month)

5.2 WORMING: 60 Day Rotation (recommended) It is mandatory that all horses be wormed on a regular basis.

5.3 BLANKETING service: winter blankets or summer sheets are the responsibility of the boarder, unless provisions are made. Blanketing is available for an additional fee.

5.4 FLY CONTROL: Jones Road Ranch has a fly control system in the barns and wash rack areas. Community fly spray is also available, please use it accordingly.

5.5 SECURITY: Jones Road Ranch has video surveillance and on-site residents. Although residents are on-site most of the time, they are not on the property at ALL times.

BOARDING RULES AND REGULATIONS

(Please observe all Jones Road Ranch Barn Rules as currently posted)

RANCH HOURS

6.1 April 1 to November 1: 8 am to 8 pm.

November 2 to March 31: 8 am to 6 pm.

Please provide the courtesy of a text when you are headed out to the ranch.

6.2 Closed Monday - Special arrangements may be made with prior written permission.

TRAVEL and TRANSPORT

7.1 Boarders are responsible for notifying management, in writing, if horses are going to shows, trips, etc. The expected time and date of return is to be conveyed to management. A message board and calendar are provided in the barn for communication purposes.

7.2 Management will determine whether a horse(s) returning from outside activities will need to be quarantined.

SAFETY

8.1 All riders under the age of 21 years of age must always wear approved ASTM/SEI certified helmets while mounted while on Ranch premises. Individuals 21 and older, management strongly recommends the use of hard helmets.

8.2 Management requires anyone under 16 to be supervised by an adult.

8.3 For your safety there is no bareback riding.

8.4 No horse under any condition is to be tied by the bridle.

- 8.5** All horses must be led with a halter and lead rope.
- 8.6** Please take proper safety precautions when handling horses. Remember that horses are animals that often act on their own. You are riding at your own risk.
- 8.7** Please observe all 'No smoking' signs in barns other areas of the ranch. Fire extinguishers are located at the front of each barn under a clearly marked red and white fire extinguisher sign.

CLEANLINESS

- 9.1** Please clean up after yourself. Sweep the floor when done grooming your horse. Pick up any manure your horse drops (even outside the Ranch). Please deposit manure/barn waste in the barn waste corral behind the first barn. Manure is spread when the pasture is dragged each month. When done, turn off all water, make sure that your horse's pasture gate is secure and latched.
- 9.1** Please pick and clean your horses' hooves prior to taking them out of the pasture and clean your horse free of mud and or sand prior to putting them back on their pasture. Please have farriers pickup and dispose of hoof trimmings in the trash cans provided in each barn.
- 9.2** Do not leave trash in or around Ranch, please use trash cans provided.

EQUIPMENT

- 10.1** Ranch is not responsible for any property lost, stolen, or damaged, to and including horses, autos, trailers, etc.
- 10.2** Do not borrow equipment from anyone, including Ranch, without first receiving permission.

10.3 Ranch is not responsible for your equipment. Please limit your equipment to 1 saddle, 1 bridle, and 1 small trunk per horse. Please keep tack room orderly. Return and store equipment after each use. Limited space may be available for additional storage on a first come first serve basis.

10.4 Ranch will provide: hoof picks, fly spray, first aid remedies.

10.5 Tack Room is to be kept clean, and tack is to be cleaned and oiled regularly.

10.7 A refrigerator is available in front of Barn #1. Beverages (water) are available in the refrigerator.

HORSE HEALTH

11.1 BOARDED HORSE HEALTH WARRANTY. Each horse to be boarded shall enter the premises free from transmissible diseases, and must be effectively wormed, and current immunizations for tetanus, rabies, strangles, West Nile virus and flu/rhino, see the Jones Road Ranch Horse Information Sheet.

The following up-to-date document must be presented to the Ranch by OWNER prior to the entry of horse onto the Ranch premises: (1) Worming and Immunization Record and (2) Proof of a negative Coggins Test within two months of date of actual arrival.

11.2 ROUTINE HORSE CARE REQUIREMENT. Boarded horse(s) must be wormed, immunized, and tended to dental on an annual basis, the cost of which shall be borne by Owner. Owners may arrange care through their own vet or the Owner can arrange through our local vet as needed. No horse shall be permitted on premises without current negative EIA / Coggins documentation.

11.3 See the Jones Road Ranch Horse Information Sheet for annual required immunization & testing requirements.

** Owner acknowledges that Ranch is not liable for any damages caused to Owner's horse due to medications administered by the Ranch's veterinarian or its staff.*

RELEASE and HOLD HARMLESS AGREEMENT

- 13.1** Any rider or handler other than Owner must contact Ranch Management and sign a **Release and Hold Harmless Agreement**. Signed agreements will be kept on file in the Ranch office.
- 13.2** Any rider or handler under the age of 21 years must wear approved hard helmets when on horseback while on Ranch premises. Management strongly recommends the use of hard helmets by individuals 21 and older.
- 13.3** Owners are responsible for informing any rider or handler of Ranch rules (posted in Barn 1). If a rider or handler continuously disregards Ranch rules, they may be asked to leave the premises.
- 13.4** In the event that someone other than the Owner or his/her family member calls for the horse, such person must have written permission signed by the Owner to remove or ride horse.
- 13.5** **Medical Consent Forms** including a copy of your health insurance card, guardian's government issued ID and signed medical release must be completed prior to handling or riding horses. OWNER agrees to at all times maintain adequate accident/ medical insurance to cover OWNER and family members.

PERSONAL LIABILITY INSURER_____POLICY#_____

ACCIDENT/MEDICAL INSURER_____POLICY#_____

FEED

- 14.1** Any additional hay, grain, or supplement is at the discretion of the Owner. NO REDUCTION in board will be given if alternate feed is provided. Ranch is not responsible for the wellbeing of any horse/pony receiving amounts of feed determined unsuitable by Ranch management.

14.2 Additional hay, grain, supplements and/or special feed, e.g. sometimes required by older or sport horses is the responsibility of the owner.

14.3 No Owner or designee of Owner, other than Ranch staff, is to provide additional grain, hay, supplements or medications to Owner's horse without first consulting with and notifying Ranch Management.

TRAINERS or OUTSIDE INSTRUCTORS

15.1 Outside instructors wishing to provide instruction must provide proof of insurance in accordance with Texas State Policy regulations. The instructor must provide valid proof of insurance in excess of five hundred thousand dollars to be filed in the Ranch office.

DRESS CODE

16.1 Ranch Attire: Appropriate attire, e.g. clean riding breeches or jeans with a sleeved shirt and heeled boots during the cooler seasons.

DRUGS and ALCOHOL

17.1 NO DRUGS or illegal substances allowed on property unless required for medical use and with prior consent of Management.

17.2 No alcohol allowed on property.

TRAILERS

18.1 Space is available upon request,

18.2 AT YOUR OWN RISK. Ranch, nor anyone affiliated with the Ranch is responsible for any damage, theft, etc.

TERMINATION

19.1 Owner agrees to abide by all the rules and regulations of the Ranch. Failure to do so will result in the following action:

- 1) Verbal warning of violation
- 2) Written notice of violation
- 3) Possible eviction. Either party may terminate this agreement by giving thirty (30) days written notice.

19.2 This agreement is entered into in the state of Texas and will be interpreted and enforced under the laws of Texas.

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.

20. Fee Recap

☐ **Pasture Board with other horses on pasture:** \$300 per month per horse (**w-EFT discount**).
Initials: ____

☐ **Pasture Board on dedicated single horse pasture:** \$375 per month per horse (**w-EFT discount**).
Initials: ____

EFT discount: less \$25 per month per horse, included in above prices: Initials: ____

Local horse hay (from Jones Road Ranch or a local area ranch) is currently provided at cost during the winter season. Hay is provided on pasture as needed to maintain proper weight. Hay *at cost is provided during the winter season and is charged at the end of every month in addition to your monthly pasture board.* Hay costs over the past few winters (Nov-Mar) have averaged about \$1-\$2/day during the winter season. Note provided hay is round bales on pasture. Square bales fed in stalls or elsewhere are the responsibility of the Owner.

Initials: ____

Horse Health:

Worming, immunization, Ranch Rhino/Flu/West Nile annual inoculations, and dental programs provided by Owner.

Initials: _____

Optional Fees:

Note: All additional feed and supplements below are provided via over-the-fence feeders. Fees do not include any daily movement of horses to the barn/stalls for feeding. If horses are required to be barn/stall fed, then owners are responsible for movement and feeding.

☐ Additional feed by ranch. Scoops per feeding: ____ (approx. 4 lbs. per scoop).

\$75/month for once/day Initials: _____

\$100/month for twice a day Initials: _____

Feed/supplement(s): _____

Initials: _____ Designate (person other than owner designated to feed) : _____.

☐ Trailer Storage: Number of trailers ____ @ \$50per trailer per month. Initials: _____

Total Monthly Fees: \$ _____ per month. Initials: _____

I, THE UNDERSIGNED, BEING OF LEGAL AGE AND SOUND MIND AND NOT BEING UNDER THE INFULENCE OF ALCOHOL, DRUGS, OR INTOXICANTS, HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE.

OWNER / LEASEE / RIDER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Name: _____ Date: _____
(Please print)

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Cell Phone: _____

Jones Road Ranch Run Book

Emergency Phone: _____

Name/Relationship: _____

Veterinarian Name: _____

Phone Number: _____

Farrier Name: _____

Phone Number: _____

Insurance Contact Name: _____

Phone Number: _____

Signature of Owner: _____ Date: _____

Email: _____

Signature of Owner/Agent: _____

Signature of parent or guardian if owner is under 18 years of age:

Boarding Agreement must be accompanied by a Horse Information Sheet