

Coombs Stable
101 Gabriel Meadows Dr
Hutto, Tx 78634
512-809-4797

Horse Boarding Agreement and Liability Release

By this agreement, made and entered this _____ by and

Between _____

(Owners name/s),

And Coombs Stable at 101 Gabriel Meadows Drive, Hutto Tx

Herein referred to as the "Owner" and Coombs Stable, herein referred to as the "Barn".

FEES

It is hereby agreed to as follows:

- 1.0 Owner agrees to pay the sum of the monthly service chosen below. Monthly board is to be paid in advance and is due on the 1st of the month. Boarder may choose a different type of listed service below on the 1st for the month for the next month, if available. All owners horse's will be under the same terms and conditions of this stable boarding agreement when boarded at Coombs Stable. Barn requires 60 day notice on the 1st of the month, in writing, if owner intends to sell or move horse. If owner Horse doesn't leave the stable after the notice period, the pervious notice will be voided and a new notice will be required. It is the owners responsible to make sure all outstanding balance is paid before the horse leaves barn premises. Owner shall pay all charges for all services, veterinary and medical costs that may be incurred hereinafter for the horse.

Boarding Services Available: **\$580 Stall/Run: \$500 12x12 Stall: \$450 Private Paddock
\$400: Pasture Boarding**

*A late fee of \$20.00 per day is charged for payments
made after the 1st day of the month.*

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.

- 2.1 Refundable Deposit: \$125 per horse is due signing of this contract. It will be returned if no damage on stalls or stable by owner or owner horse and a \$0 account balance and have stayed at the stable for 9 months. If more damage occurs than the deposit, damages will be applied to the next boarding statement.
- 2.2 Stall or Stable damage, if not caused by wear and tear, is the responsible of the owner for cost of repairs.
- 2.3 If horse becomes ill or injured, the Barn shall attempt to telephone owner immediately. If Owner does not immediately contact the Barn regarding measures to be taken, or if the state of the animal's health requires immediate action, The Barn is authorized to request the services of 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 Barn'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.
- 2.4 Owner 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.
- 2.5 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 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 of 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.
- 2.6 OWNER EXPRESSLY ACKNOWLEDGES AND ASSUMES ALL RISKS INVOLVED IN OR ARISING FROM THE USE BY OWNER OR OWNER'S HORSE, OR THEIR PRESENCE UPON STABLE 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.

2.7 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.

2.8 Owner agrees that boarded horse(s) will participate in an owner based worming, immunization and teeth floating programs and that horses are shod or trimmed on a regular basis (or a minimum of every eight weeks).

RIGHT OF LEIN

3.0 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 Barn may, upon 15 days' notice in writing to Owner, may sell the horse, 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 Barn.

3.1 FEED –Stable will provide adequate amount of coastal hay and 6 lbs of grain per day at between AM/PM feeding, additional charge for additional grain if requested by owner

3.2 WORMING: 60 Day Rotation owner responsibility or stable will worm for \$15 per worming period

3.3 ARENA LIGHTS: Please be sure if you are the last rider to turn OFF all arena lights.

3.4 If requested by owner, Barn will feed supplements as directed by Owner and/or veterinarian.

BOARDING RULES AND REGULATIONS

BARN HOURS

Fall - Spring: 9:00 am to 9:00 pm.
~ Feeding Time starts: 9:00 am and 5:00 pm.

4.0 Closing: If you are the last person in the barn, you are required to turn off all lights (bathroom included) and check all doors, including your tack trunk and the tack room.

TRAVEL and TRANSPORT

4.1 Boarders are responsible for notifying management, in writing, if horses are going to shows, trips, etc. Expected time and date of return is to be conveyed to management.

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

SAFETY

5.0 All riders under the age of 18 years must wear approved hard helmets when on horseback while on Barn premises or on trail adjacent to property. Individuals 18 and older, management strongly recommends the use of hard helmets.

5.1 Management requires anyone under 18 to be supervised by an adult or boarding agreement signed by guardian.

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

5.3 All horses must be led with a halter and lead rope.

5.4 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.

CLEANLINESS

- 6.1 Please clean up after yourself, including sweeping the floor when done grooming your horse. Pick up any manure your horse drops (even outside Barn). Please dispose of in wheelbarrow. Turn off all water when done; make sure that your horse's stall door is secure and latched.
- 6.2 Please pick and clean your horses' hooves prior to taking them out of the stall and clean your horse free of mud and or sand prior to putting them back into their stall.
- 6.3 Do not leave trash in or around Barn.
- 6.4 Stall Maintenance – Stable will be responsible for cleaning daily and 6 bags of shaving will be provided per month. Owner Can self maintain and deduct \$30 per month for self-maintenance.

EQUIPMENT

- 7.0 Barn is not responsible for any property lost, stolen, or damaged, to and including horses, auto's, trailers, etc.
- 7.1 Do not borrow equipment from anyone, including Barn, without first receiving permission.
- 7.2 Barn 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. Put all equipment away after each use. Limited space may be available additional storage on a first come first serve basis.
- 7.3 Tack Room is to be kept clean and tack is to be clean and oiled regularly.
- 7.4 A refrigerator is available.

HORSE HEALTH

- 8.0 No horse shall be permitted on premises without current negative EIA / Coggins documentation and current annual shots including strangles vaccination. Strangles vaccination can be done prior to coming to stable or while in quarantine. These must be kept current at all times and documentation must be provided annually to the barn manger.

RELEASE and HOLD HARMLESS AGREEMENT

- 9.0 Any rider or handler other than Owner must contact Barn Management and sign a Release and Hold Harmless Agreement. Signed agreements will be kept on file in the Barn office.
- 9.1 Any rider or handler other than Owner must wear a hard helmet regardless of age while on the horse.
- 9.2 Owners are responsible for informing any rider or handler of Barn rules. If a rider or handler continuously disregards Barn rules, they may be asked to leave the premises.
- 9.3 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.
- 9.4 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.

TRAINERS or OUTSIDE INSTRUCTORS

- 10.0 Outside instructors wishing to provide instruction must provide proof of insurance in accordance with Texas State Policy regulations. All sessions must be approved the barn manager.

DRUGS and ALCOHOL

11.0 NO DRUGS or illegal substances allowed on property unless required for medical use and with prior consent of Management. No riding or handling horses while under the influence of alcohol, drugs or intoxicants.

11.1 No underage drinking.

TRAILERS

12.0 Space is available upon request for additional charge of \$30 per month. 3 or more horses at stable \$0 for trailer fee.

12.1 AT YOUR OWN RISK. Neither barn, nor anyone affiliated with the Barn is responsible for any damage, theft, etc.

TERMINATION

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

13.1.1 Verbal warning of violation

13.2.2 Written notice of violation

13.3.3 Possible eviction. Stable may terminate this agreement by giving thirty days written notice.

This agreement is entered to in the state of Texas and will be interpreted and enforced under the laws of Texas. All information regarding this contract and or any comments on or about Coombs Stable will remain confidential by Owner and will not be released to any third party.

I, THE UNDERSIGNED, BEING OF LEAGAL 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 ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Please print: name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Cell Phone: _____

Emergency Phone: _____ Name/Relationship: _____

Veterinarian Name: _____ Phone Number: _____

Farrier Name: _____ Phone Number: _____

Signature of Owner: _____ Date: _____

Email: _____

Signature of Owner or Agent: _____