

HORSE BOARDING AGREEMENT AND LIABILITY RELEASE

magic moments, inc.

STABLE (NAME, hereinafter known as "THIS STABLE".)
1726 Upland, Houston, Texas 77043

PLEASE READ CAREFULLY BEFORE SIGNING

THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR BOARDED HORSE(S)

IT IS HEREBY AGREED TO/AS FOLLOWS: THAT

- A. DEFINITIONS. The term "OWNER" shall herein refer to the owner, part-owner, or lessee of the animal(s) which are contracted to be boarded under this Agreement. The terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, and also to the specific animal(s) to which this agreement refers. The terms "BOARD" and "BOARDING" shall herein refer to the provision for compensation of daily routine husbandry, food, and physical space for animal(s) by a party who does not generally have financial interest in the animal(s). The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I", "ME", or "MY" shall herein refer to the OWNER(S) and the parents or legal guardians there of if a minor.
- B. AGREEMENT PURPOSE and CONSIDERATION. At the commencement of this agreement OWNER agrees to pay a security deposit of \$435.00 per reserved stall. The security deposit will be refunded or used as the last month's board with the condition that all bills be paid in full before the removal of the horse(s) from the premise. There must also be thirty days written notice that the horse will be leaving. Additionally, the first month's basic board of \$435.00 per month per animal, shall be required at the time of move-in for THIS STABLE undertaking of the board of the animal(s) listed under Clause C. below. Monthly charges are to be paid in advance and are due by the fifth day of each month.
- C. OWNER DISCLOSURE OF INFORMATION ABOUT HORSE(S) TO BE BOARDED by THIS STABLE IS hereby stated as follows:
1. Name of Horse _____ I.D. #or Registration # _____
Breed _____ Color _____ Sex _____
Current Insurer _____ Policy # _____
Insurer Emergency Phone # _____ (Please inform THIS STABLE Immediately of any changes)
Known or Suspected Horse's Vices, Unique Habits _____

Other Pertinent Information _____

2. Name of Horse _____ I.D. #or Registration # _____
Breed _____ Color _____ Sex _____
Current Insurer _____ Policy # _____
Insurer Emergency Phone # _____ (Please inform THIS STABLE Immediately of any changes)
Known or Suspected Horse's Vices, Unique Habits _____

Other Pertinent Information _____

- C. FEE SCHEDULE FOR BOARDING AND OTHER SERVICES. THIS STABLE shall provide OWNER with a fee schedule for boarding services with this Agreement. OWNER shall pay THIS STABLE the boarding fees which include the services as listed:
- Box Stall
 - Grain feeding twice daily consisting of any combination of THIS STABLE's oats, and/or sweet feed and bran

- Coastal hay or other suitable grass hay two/three times daily (if horse requires Alfalfa, there will be an additional monthly charge)
- Bedding and daily stall cleaning
- Daily paddock turn-out (six days per week)
- Wash rack
- Arena use/Other boarder facilities (Lessons & Special Events will have priority)
- Tack Room

Description and fees of any additional service, feed, hay, supplement, etc. not listed must be attached in writing to this agreement and charges will become an addition to the board cost. The board amount must be entered in the signature block on the last page, and any additional or future changes shall be billed on a monthly basis.

- E. THIS STABLE'S FEE SCHEDULE MAY CHANGE AT ANY TIME. Should such a change be required, THIS STABLE shall give OWNER no less than thirty days written notice.
- F. BOARDED HORSE HEALTH WARRANTY. Each horse to be boarded shall enter the premises free from transmissible diseases, and must be effectively wormed, and current on immunizations for tetanus, rabies, strangles, West Nile virus and flu/rhino. The following up-to-date document must be presented to THIS STABLE by OWNER prior to the entry of horse onto THIS STABLE's premises: (1) Worming and Immunization Record and (2) Proof of a negative Coggins Test within six months of date of actual arrival. The Stable requires that all boarders agree to participate in THIS STABLE's monthly worming program and to pay the fee associated with this service.
- G. THIS STABLE'S RIGHT TO REFUSE BOARD. THIS STABLE reserves the right to deny boarding and services to any horse(s) for any reason, including: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which THIS STABLE is not equipped to handle; owner's refusal to obey stable rules or to cooperate with THIS STABLE on reasonable requests relative to the management, welfare and safety of animals and people on premises; and also in event of discontinuation of the business of boarding horses. THIS STABLE shall give OWNER fourteen days written notice to remove boarded animal(s) from premises. After all fees have been paid in full this Agreement is concluded. Failure to pay boarding fees or other charges as due shall also entitle THIS STABLE to immediately terminate this Agreement, and to keep the animal(s) in THIS STABLE's possession until all fees and charges are paid in full.
- H. ROUTINE HORSE CARE REQUIREMENT. The boarded horse(s) must participate in THIS STABLE's worming, immunization, and dental programs, the cost of which shall be borne by OWNER.
- I. IN EVENT OF BOARDED HORSE ILLNESS OR INJURY. Should the horse(s) become sick or injured, THIS STABLE shall attempt to telephone the OWNER immediately. If the OWNER does not immediately inform THIS STABLE regarding measures to be taken, or if the state of the animal's health requires immediate action, reasonable efforts will be made to contact your veterinarian. However, THIS STABLE is authorized to request the services of a veterinarian of its choice or to give any other attention that appears necessary. The OWNER shall promptly pay all expenses for all services.
- J. VISITOR PERMISSION TO HANDLE HORSE(S). In the event someone other than the OWNER and/or his family members call for the boarded horse(s) at THIS STABLE, such parties shall have written permission from the owner or other agreed upon pre-arranged permission with THIS STABLE to remove, handle, or ride specific boarded horse(s).
- K. OWNER ACCEPTANCE OF RESPONSIBILITY. OWNER has inspected THIS STABLE's premises and/or has in some way satisfied himself that the condition of the premises and the facility will provide an adequate and reasonable level of safety for OWNER's horse(s) and OWNER's family, guests, and visitors who enter the premises. OWNER agrees to be responsible for any and all damages, injuries, loss of life caused by or to the animal(s) while in the care, custody and control of the OWNER, OWNER's family members, guest or other handler or agent appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to THIS STABLE by OWNER. OWNER agrees to maintain personal liability insurance on the boarded horse(s) and to provide THIS STABLE with proof of the same. OWNER is also responsible for

accidents, injuries, and loss of life sustained by OWNER, OWNER's family members, guests, and agents caused by or in relation to the OWNER's boarded horse(s). 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# _____

- L. RELEASE OF LIABILITY. In consideration of THIS STABLE undertaking the board and related services under the terms set forth herein, I, the undersigned OWNER, do agree to hold harmless and release THIS STABLE, its owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations from legal liability due to THIS STABLE's ordinary negligence; and I do further agree that except in the event of THIS STABLE's and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to or loss by death of the boarded animal(s), and/or sustained by me and/or my minor child or legal ward in relation to the premises and operations THIS STABLE.
- M. INHERENT RISKS AND NATURE OF THE HORSE WARNING. Horseback riding and horse driving is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than that of a human. If a rider falls from horse to the ground it will generally be at a distance of from 3 1/2 feet to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding/driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts which may include, but not limited to: stopping short, changing direction or speed at will; shifting its weight from side to side, bucking, rearing, kicking, biting, or running from danger.
- N. RIDING HELMET WARNING. OWNER is hereby warned by THIS STABLE that all horse handlers and riders should purchase and wear properly fitted and secured protective headgear (equestrian riding helmet), and that wearing of such headgear while mounted, riding, dismounting and being around horses, may prevent or reduce severity of some head injuries and may even prevent death happening as a result of a fall or other occurrence. PROTECTIVE EQUESTRIAN RIDING HELMETS REQUIRES WHILE GOING OVER FENCES (ANY OBSTICAL RAISED ABOVE THE GROUND LEVEL).
- O. DIRECT LOSS TO PERSONAL PROPERTY WARNING. OWNER is hereby warned that while on THIS STABLE's premises direct loss, damage, theft, or injury to OWNER's horse(s), tack, equipment and trailer is not covered by THIS STABLE's insurance. The actual OWNER, having financial interest in such items, must carry his own personal property insurance under a homeowner's, tenant's or other insurance policy, or under a separate policy as in the case of the loss of a horse.
- P. AGREEMENT SCOPE AND TERRITORY. This agreement shall be legally binding upon THIS STABLE and the OWNER and OWNER's parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the state and county of domicile of THIS STABLE and will be interrupted and enforced under the laws of THIS STATE. Any disputes by the OWNER shall be litigated and venue shall be the county in which THIS STABLE is physically located. If any clause, phrase or word is in conflict with the State Law then that single part is null and void.
- Q. LIEN AGAINST BOARDED ANIMAL(S). The OWNER hereby grants a possessory lien against the boarded animal(s) to THIS STABLE for the value of all unpaid charges resulting from boarding and rendering any other services to the animal(s). Should such charged go unpaid THIS STABLE shall be entitled to exercise the right to enforce said lien according to the laws of THIS STATE.
- R. OWNER RIGHT OF TERMINATION. Upon thirty days written notice to THIS STABLE the OWNER may terminate this Agreement for any reason. THIS STABLE shall be paid for all fees incurred up to the termination date. After all fees have been paid in full this Agreement is concluded.

- S. ADDITIONAL AGREEMENT. Additional agreements should be individually initiated by each party.
If none, check the line and initial. _____

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT. EACH SPOUSE MUST SIGN:

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMIDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

SIGNER STATEMENT OF AWARENESS

I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FORGOING AGREEMENT, WARNINGS, ASSUMPTIONS OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

Signature(s)- If more than one owner, please attach list of all owners, signatures, and addresses to Agreement. Date

Printed Name

Mailing Address

City State Zip \$
Amount of Monthly Board

Daytime Phone # & area Code

Evening Phone # & Area Code

Emergency Phone # & Area Code

magic moments inc.

Email Address:
