



### Boarder Contract

Name \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

### Terms of lease

1. FEES

Fees of \$ \_\_\_\_\_ will be paid per month in advance on the 1st day of each month. **Board is late on the 5th day of each month and a fine of \$25 will be assessed.** Will be asked to leave after 30 days late. **All boarders are required to take at least two lessons per month at \$25 per lesson.**

2. RIGHT OF LIEN

Three Brothers Stable has and may exercise a right of lien, as provided for by the laws of the State of Texas for any amount due for the board and keep of horse, as well as for any storage or other charges due. Three Brothers Stable shall have the right, without process of law, to attach a lien to my horse(s) after two (2) months of partial or non-payment. Three Brothers Stable is authorized to sell my horse(s) to recover its loss.

3. NOTICE OF TERMINATION

A thirty (30) day notice shall be given to Three Brothers Stable if boarder intends to terminate this AGREEMENT. Boarder can be asked to leave and given as little as one week's notice for any reason.

### Description of Horse

1. Identification of Horse.

a. Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_

b. Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_

2. 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: \_\_\_\_\_

3. Horse's Behavior.

Boarder states that the Horse exhibits the following behavioral traits: \_\_\_\_\_

### Responsibilities

1. 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. \_\_\_\_\_, at phone number \_\_\_\_\_. 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, and any and all other worming or vaccinations as may be prevailing or customary in Stable's locale. A negative current Coggins test is required for all horses.

2. Farrier Care.

a. Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services. Boarder's farrier shall have access to Stable and Horse.

3. Prohibited Activities.

a. 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.



### Safety and Release Form 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 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. 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 unknown. 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. RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK. I take full responsibility for myself 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. Initial: \_\_\_\_\_
- e. Death or Injury to Horse. Stable, its owners, trainers, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part. 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 to 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. 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: \_\_\_\_\_

### Barn Rules

1. Helmets must be worn when riding over fences.
2. No smoking in the barn.
3. Speed limit 10mph.
4. All guests must sign a liability release before handling or riding any horse.
5. No glass bottles
6. No excessive foul language
7. No locking stall gates

\_\_\_\_\_  
Signature of Boarder

\_\_\_\_\_  
Date: