

## HORSE BOARDING AGREEMENT

Stratton-Ridge Equestrian  
423 Buch Lane  
Cuero, Texas 77954

### PARTIES TO AGREEMENT

This agreement is made and entered into by and between \_\_\_\_\_ (herein referred to as "Horse Owner") and the owners, lesses, and/or operators of Stratton-Rldge, including but not limited to Stephen and Jennifer Franklin (herein referred to as "Facility").

HORSE This agreement covers the Horse described as follows:

NAME: \_\_\_\_\_

BREED/ASSOCIATION: \_\_\_\_\_

AGE and/or DOB: \_\_\_\_\_

COLOR: \_\_\_\_\_

MARKINGS: \_\_\_\_\_

SEX: \_\_\_\_\_

### TERMS

The term of this agreement shall be month to month beginning on the 19th day of January, 2024. This agreement may be terminated by either party with (30) days written notice. Horse owner acknowledges receipt of a copy of the Facility Rules & Safety Regulations, and liability waiver. Horse owner agrees to follow all rules, including posted signs. Horse owner and all guests must sign a copy of the liability waiver prior to taking part in any activity on the premises, including but not limited to : riding, grooming, feeding, or otherwise interacting with any horse.

Facility will provide board appropriate to weather and horse requirements to include clean stall, access to fresh water and daily turnout. Horse will receive standard Facility feed ration of 14% alfalfa based pellet and coastal hay or equivalent pasture twice daily.

Full Board: \$500 monthly. To be paid upon receipt of invoice via electronic payment or cash, no later than the 5th of each month. Full Board consists of a stall and daily group turnout. Feed for Full Boarder is no less than a 14/8 pelleted feed and free choice horse quality coastal hay.

\_\_\_\_\_ (initial here) if additional feed and/or supplement is required a surcharge of \$50 will be applied in addition to the cost of additional feed/supplements if not provided by the owner.

\_\_\_\_\_ (initial here) individual turnout is required a surcharge of \$100 will be applied.

Farrier services (shoes or trim), to be provided by \_\_\_\_\_ at approximate six-week intervals.

If facility Farrier (Nick Tucker) is requested initial here \_\_\_\_\_. Farrier fees will be paid by the facility and invoiced with monthly board.

Routine dental care and worming/vaccinations to be provided by the facility annually and invoiced with monthly board. If Owner wishes to provide annual services independently please initial here\_\_\_\_\_.

#### CHARGES NOT INCLUDED IN BOARDING:

Unless the horse is in training with the facility, grooming/treatments and/or hoof care are not included in board. Supplements or additional treatments of any kind are not included in board but can be arranged for additional fees.

Horse owner agrees to arrange and transport the horse for any routine required veterinary care. This service may be available by facility staff with appropriate notice and will incur a surcharge to be invoiced with monthly board.

In the event the Horse shall require the emergency services of a veterinarian, The facility will immediately attempt to contact the Horse Owner. If Horse Owner can not be reached, Facility is hereby authorized to, as agent for the Horse Owner, contact a licensed veterinarian of its choice and arrange treatment. All fees charged by the veterinarian shall be the sole and exclusive responsibility of the Horse Owner.

#### RELEASE OF LIABILITY/RISK OF LOSS/INDEMNITY

Horse Owner has examined the facilities, stabling, and fencing where the horse shall be kept, and agrees that (a) horses are unpredictable and may escape from the best enclosures; and (b) facility assumes no liability for damages to and/or caused by the Horse should it escape from the facilities, stabling, or fencing. Facility does not carry insurance of any kind on boarded horses. It is the responsibility of the Horse Owner to carry full insurance on his/her horse and personal property. Horse Owner agrees to hold facility harmless from claim resulting from damage or injury by the Horse, and agrees to pay legal fees incurred by facility in defense of a claim resulting from damage by the Horse. Stable shall not be liable for any sickness, disease, theft, death, or injury suffered by the Horse, or any other cause of action arising from or connecting to the boarding of this horse. All risks are assumed by the Horse Owner, who agrees to hold the facility harmless for any accident that may occur on the premises provided there was no gross negligence on the part of the facility. All costs, no matter how catastrophic, connected with boarding are borne by the Horse Owner. Please note that under Texas Law (Ch. 87, Civil

Practice & Remedies Code), an Equine Professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities.

#### DEFAULT

If Horse Owner defaults on any terms of this agreement, the facility reserves the right to terminate the agreement immediately. If after receiving written notice of any default or breach of contract Horse Owner resolves the breach of default within ten (10) days of receipt of such notice termination shall not occur. Facility has the right of lien as set forth in the laws of the State of Texas.

#### BINDING EFFECT

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this agreement. This agreement is subject to the laws of the State of Texas. In the event one or more parts of this agreement are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect. IN WITNESS WHEREOF: The parties have executed this agreement in DeWitt County, Texas on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed by: \_\_\_\_\_ (J. Franklin)  
Stratton-Ridge Equestrian  
423 Buch Lane  
Cuero, Texas 77954  
361 243 1584

HORSE OWNER Signed by: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_