

BOARDING and TRAINING CONTRACT

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.

This Boarding and Training Contract is made and entered into on this _____ day of _____ 20_____, by and between _____, hereinafter designated "Trainer," and _____, hereinafter designated "Owner." Trainer agrees to accept Owner's horse _____ (horse name) for board and training. This contract is structured under the laws of the State of Texas. For and in consideration of the agreements hereinafter set forth, Owner and Trainer mutually agree as follows:

Training -

- 1.** Owner agrees that Trainer, their agents and employees are not liable for death, sickness and/or accident, including consequential damages caused by horse. In addition, Owner agrees to hold Trainer completely harmless and not liable for any injury whatsoever caused to Owner, and/or loss or damages to personal property.
- 2.** It is the Owner's responsibility to carry full and complete insurance coverage on Owner, Owner's horse and all personal property. Owner agrees to abide by all Trainer's rules and regulations and to wear proper safety equipment (i.e. hard hat and boots).
- 3.** Owner shall pay Trainer for boarding/training services, \$_____ per month. In addition, optional services are available and will be charged accordingly (see Oldenbroek Tabor Sporthorses Price List).
- 4.** Boarding/training fee's are due on the first (1st) day of each month for that current month; timely payments are strictly enforced. If fees are not paid by the fifth (5th) day of the month, Owner agrees that Trainer may charge a 10% late fee. If account is 60 days past due and after three documented attempts to contact Owner, the horse will be considered abandoned. Owner agrees that Trainer may sell the horse and Trainer has the right to deduct all past due fees and any other direct charges from the proceeds. The balance will be sent to Owner's last known address.
- 5.** Horse shall be free from infectious, contagious or transmissible diseases. A current Coggins test, worming and immunization record, which includes rabies, west Nile, VEWT, and rhino flu is required. Manager reserves the right to refuse any horse not in proper health. If the horse's vaccinations are not kept current by Owner, Trainer reserves the right to have a veterinarian administer the vaccinations at Owner's expense.
- 6.** Trainer reserves the right to notify the Owner within seven (7) days of horse's arrival if horse, in Manager's opinion, is deemed dangerous, sick or uncontrollable for a boarding and training stable. In such case, Owner is responsible for removing the horse within seven (7) days and for all fees incurred during horse's stay. After all fees have been paid, this Contract is concluded.

7. Regular veterinarian and farrier attention will be the sole responsibility of Owner. In the event of sickness or accident to the horse, after reasonable efforts have failed to contact Owner, Trainer has permission to contact a veterinarian for treatment, at Owner's expense.

8. Should either party breach this Contract, the breaching party shall pay for the other's court costs and attorney fees related to the breach.

9. No horse will be allowed to leave the care of the trainer prior to full payment of final bill.

10. A 30 day written notice must be given to trainer in the advent of leaving trainer's stables. If departing before the 30 days are over, the 30 day balance must be paid in full.

11. Owner's signature on this contract certifies and attests to the fact that the owner has read and fully understands all of the terms and conditions outlined herein, and accepts this contract as a legal and binding instrument on behalf of owner, owner's heirs, successors and assigns. This agreement constitutes the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written agreement; each party should separately initial any additional agreements. This contract may not be transferred or assigned. In the event it becomes necessary to refer debts arising from this contract to an attorney for collection, or if suit is instituted hereon, owner agrees to pay all reasonable court costs and attorney's fees incurred in the suit or collection. Owner further agrees that this contract is made and entered into the State of Texas and that it shall be interpreted, transacted and enforced under the laws of said state and within the designated county, regardless of the manner or location of solicitation.

OWNERS' NAME PRINT

OWNERS' SIGNATURE

ADDRESS

TELEPHONE

E-MAIL ADDRESS

TRAINER'S NAME PRINT

TRAINER'S
SIGNATURE
