

BOARDING AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 20____, by and between Cinder Lakes Ranch, Inc. (the "Ranch"), and:

Owner _____ ("Owner")
Address _____ County _____
City _____ State _____ Country _____ Zip Code _____
Phone Number _____ Social Security and/or Tax ID # _____
Emergency Phone Number _____ E-mail _____

Owner agrees to notify the Ranch of any changes in Owner's contact information. Prior to Owner departing for vacation or any other event that would render Owner unavailable, Owner shall give the Ranch contact information for the party authorized to make decisions in the Owner's place with regard to the health, well-being and/or medical treatment of the Horse.

1. **HORSE.** This Agreement pertains to Owner's horse, more specifically identified as:

Name _____ (the "Horse")
Breed _____ Registration Number _____
Date Foaled _____ Sex _____ Color _____ Approximate Value _____
Insurance Company _____ Phone Number _____ Policy No. _____
Unsoundness / Medical History _____
Preferred Veterinarian _____
Preferred Farrier _____

Owner represents that he/she/it owns the Horse and/or has the right to possession of the Horse. The terms and conditions set forth herein shall be applicable to each and every horse cared for by the Ranch, regardless of whether each horse is identified in this Agreement or any other agreement.

2. **FEE AND TERM.** Owner shall pay to the Ranch for services selected from the current fee schedule of the Ranch for the boarding of the Horse on a month-to-month basis, commencing on the date of arrival. The Ranch reserves the right to raise its fees upon thirty (30) days' notice of any increase to Owner. In the event the Horse is removed from the premises for any reason and thereafter returned, this Agreement shall be deemed reinstated at the rates applicable at the time of said return.

Payment shall be made in advance, due and payable on or before the first (1st) day of each month that this Agreement is in effect. Any payment received after the tenth (10th) day of the month shall be subject to a twenty-five dollar (\$25.00) late fee. A \$25.00 fee will be assessed to any returned checks.

The Ranch reserves the right to notify Owner if the Horse, in the Ranch's opinion, is deemed to be dangerous or undesirable for the Ranch's establishment. In such case, Owner shall be solely responsible for removing the Horse immediately upon receipt of such notice and for payment of all fees incurred during the Horse's presence at the facility.

3. **RANCH PREMISES.** The Ranch agrees to board the Horse at the stables located at 11828 FM 372, Valley View, Texas 76272.

4. **FEED, FACILITIES AND SERVICES PROVIDED.** The Ranch agrees to provide normal and reasonable facilities, care and feed required to maintain the health and well-being of the Horse. Owner shall be responsible for all expenses related to the necessary shoeing, worming, veterinary care, additional feed, supplements or medications required for the Horse and equipment that the Horse needs that is uncommon to other horses or is custom-fitted. The veterinarian that the Ranch employs will bill Owner directly for all services and/or medication administered to the Horse. All other costs incurred by the Ranch on behalf of the Horse, as well as medication and care administered to the Horse by the Ranch, will be itemized on Owner's monthly statement. Owner acknowledges that Owner has inspected the facilities and finds them in safe and proper order.

5. **VACCINATIONS.** Owner warrants that the Horse is free of all communicable diseases upon delivery to the Ranch. On or prior to arrival, Owner shall provide a record of the Horse's current vaccinations, a negative Coggins test performed within six (6) months prior to arrival, and the Horse's hauling card. If the Horse arrives without any required records, the Ranch may elect to decline acceptance of the Horse or provide the vaccinations and tests at Owner's expense. If at any time Owner fails to keep the Horse current on vaccinations, the Ranch may have the required vaccinations performed at Owner's expense.

6. **VETERINARY POWER OF ATTORNEY.** The Ranch agrees to employ reasonable attempts to contact Owner in the event of the Horse's medical emergency. If the Ranch is unable to contact Owner, and if emergency care appears warranted in the reasonable opinion of the Ranch, then Owner agrees that the Ranch shall have the absolute discretion to order any routine and/or emergency veterinary and/or blacksmith care deemed reasonably necessary for the health and well-being of the Horse (including euthanasia if recommended by a veterinarian). The Ranch assumes that Owner desires surgical care for the Horse, if recommended by a veterinarian, in the event of colic or other life-threatening illness, unless the Ranch is expressly instructed in writing by Owner that surgical care is not desired for the Horse. Notwithstanding the foregoing, the Ranch shall not be liable to Owner for any failure to obtain such care. Owner shall be solely responsible for providing the Horse's insurer with any notice of illness or injury that may be required by any policy of insurance covering the Horse.

If the veterinarian performing emergency care on the Horse will not bill Owner directly, Owner agrees that all costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof.

7. **INSURANCE.** Owner understands that it is Owner's sole responsibility to insure the Horse. Owner agrees to provide the Ranch with all insurance information and policies on the Horse, as well as the insurance company's notice procedure in case of medical emergency. Owner's failure to provide said notice may defeat Owner's potential claims. If Owner elects not to insure the Horse, Owner fully understands that the Ranch does not carry insurance on any horse not owned by the Ranch for boarding or for any other purposes, that the Horse is not covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the Horse is in the possession of and on the premises of the Ranch, are to be borne by Owner.

8. **LIMITATION OF LIABILITY AND INDEMNIFICATION.**

OWNER AGREES TO HOLD HARMLESS AND RELEASE THE RANCH AND ITS SUBSIDIARIES, AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL LOSS, DAMAGE OR LEGAL LIABILITY ARISING FROM ANY FAULT OR NEGLIGENCE OF THE RANCH AND/OR THE RANCH'S SUBSIDIARIES, AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES. OWNER AGREES IT WILL BRING NO CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LITIGATION AGAINST THE RANCH AND/OR ITS SUBSIDIARIES, AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES RELATED TO SAME. FURTHER, THE RANCH SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY THE HORSE WHILE IN THE RANCH'S CUSTODY, NOR FOR ANY OTHER LOSS, DAMAGES OR INJURY ARISING OUT OF OR CONNECTED WITH BOARDING OR OTHER SERVICES PURSUANT TO THIS AGREEMENT. THE RANCH SHALL NOT BE LIABLE FOR ANY PERSONAL

INJURY OR DISABILITY WHICH OWNER, AND THEIR AGENTS, REPRESENTATIVES, FAMILY OR GUESTS MAY RECEIVE WHILE ON THE PREMISES. OWNER AGREES TO INDEMNIFY AND HOLD THE RANCH HARMLESS FROM ANY CLAIM RELATED TO DAMAGES, ILLNESS OR INJURY WHATSOEVER CAUSED BY THE HORSE, OR FROM ANY CLAIM BY OWNER, OR HIS/HER AGENTS, REPRESENTATIVES, FAMILY OR GUESTS ARISING FROM THEIR PRESENCE ON THE PREMISES, AND AGREES TO PAY ALL EXPENSES AND REASONABLE ATTORNEYS FEES INCURRED BY THE RANCH IN DEFENDING AGAINST ANY SUCH CLAIMS.

OWNER ACKNOWLEDGES THE INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES, AND IS WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR HIS/HER OWN SAFETY AND WELFARE AND RELEASES THE RANCH, AND ANY OTHER EQUINE OWNER OR AGENT, FROM LIABILITY UNLESS THE RANCH, EQUINE OWNER OR AGENT IS GROSSLY NEGLIGENT OR COMMITS WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS. OWNER ALSO ACKNOWLEDGES THAT OWNER EXECUTES THIS AGREEMENT ON BEHALF OF OWNER, AS WELL AS ALL OF OWNER'S CHILDREN, FAMILY MEMBERS AND GUESTS.

THE RANCH SHALL NOT BE RESPONSIBLE FOR THEFT, LOSS, DAMAGE OR DISAPPEARANCE OF ANY TACK OR EQUIPMENT, OR OTHER PROPERTY STORED ON THE PREMISES, AS SAME IS STORED AT OWNER'S RISK.

9. **DEFAULT/TERMINATION.** Should Owner become delinquent in fee payment, or otherwise breach any element of this Agreement, or violate any rule of the Ranch, and such actions continue uncured for ten (10) days after Owner receives notice thereof, this Agreement shall be terminated by the Ranch at the Ranch's sole option, and Owner must remove the Horse within ten (10) days' receipt of notice of termination of this Agreement by the Ranch. Owner and the Ranch agree that fifteen (15) days' written notice shall be given to the other party prior to the termination of this Agreement.

10. **RELEASE.** Owner shall make arrangements with the Ranch for the Horse's release at least forty-eight (48) hours in advance of said release. Owner is solely responsible for determining whether the Horse is sufficiently healthy to be moved, and for obtaining any necessary blood test, vaccinations, hauling cards and health certificates. Owner assumes full responsibility for, and releases the Ranch from, any responsibility or liability for the Horse's health, soundness, breeding condition, transportation and care. Should Owner desire that the Ranch release the Horse to any third party, Owner must provide to the Ranch his or her detailed written consent and instructions for such release before the Ranch will give possession of the Horse to the third party. **All amounts due to the Ranch (and all service providers) from Owner must be paid prior to Owner's removal of the Horse from the Ranch.**

11. **RIGHT OF LIEN.** The Ranch has the right of lien as set forth by the laws of the State of Texas, for the amount due for the board and upkeep of the Horse, and for any services provided by the Ranch to the Horse. The Ranch shall have the right, without process of law, to retain the Horse and other property until the amount of said indebtedness is discharged. The Ranch also has the right to demand all indebtedness be paid in cash, cashier's check or money order. The Ranch will not be obligated to retain and/or maintain the Horse in question in the event the amount of the bill exceeds the anticipated unregistered value of the Horse. In the event the Ranch exercises its lien rights for non-payment, as above-described, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications for any breed registration as may be applicable to said Horse upon affidavit by the Ranch's representative setting forth the material facts of the default and foreclosure, as well as the Ranch's compliance with foreclosure procedures as required by law. In the event collection of this account is handled by an attorney, Owner agrees to pay all attorneys' fees, costs and other related expenses.

12. **MERGER, ENTIRE AGREEMENT, AND SEVERABILITY.** This Agreement contains the entire understanding of the parties concerning its subject matter and there are no oral or written promises or

representations upon which Owner is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by Owner and the Ranch. Headings used herein are for convenience only and are not part of this Agreement. The invalidity or unenforceability of any term of this Agreement shall not affect the validity and enforceability of any other term.

13. **WAIVER.** The rights and remedies of the parties hereunder are cumulative and not alternative. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

14. **APPLICABLE LAW, JURISDICTION, VENUE, ATTORNEY'S FEES, LIMITATIONS.** This Agreement shall be construed and governed by the laws of the State of Texas. Jurisdiction and venue for all disputes connected with this Agreement shall be proper in Denton County, Texas. In any dispute arising in any manner out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, including pre-litigation investigation and preparation. Any action for claims brought against the Ranch related to this Agreement, or any loss due to negligence, must be brought within one (1) year of the date such loss occurs.

15. **SPECIAL INSTRUCTIONS TO STABLE.** Include any known vices of the Horse, and identify what special care, if any, is required by Horse:

Vices: _____

Special Care: _____

Note: Special care may increase the fee charged and must be approved by the Ranch in advance.

16. **TEXAS EQUINE LIABILITY STATUTE.**

WARNING: UNDER TEXAS LAW (CHAPTER 87, TEXAS 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.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

Owner Signature

Date

Ranch Signature

Date