

BOARDING AGREEMENT

This agreement is made this _____, 20____.

Stipulating conditions of board of the horse(s):

In the amount of \$ 850 per month due on the 1st of the month to commence on _____, 20__. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

Late Fees: Boarding fees paid after the 15th of the month are subject to a \$25.00/day late fee.

Description of The Horse:

Name:

Age: _____

Color: _____

Registration/Tattoo _____

Sex: _____

Breed: _____

Insurance Carrier, Policy and phone number

RDLA's Services:

- 1) RDLA agrees to provide a covered stall for Horse which will be mucked daily
- 2) Horse will be provided with turn-out time. The Boarder must state if there are any specific turn out instructions or horse behaviors RDLA should know about.

- 3) Horse will be fed age-appropriate pellets and/or grain and/or hay. Any and all other supplements or fees are responsibility of Boarder. RDLA staff will give the supplements provided by Boarder.
- 4) Horse will be ridden and trained as agreed and discussed between Trainer and Boarder.
- 5) Should Boarder desire to terminate these services they need to provide in writing a 30-Day Notice.

Horse Information and Care:

1. 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:

2. Horse's Behavior. Boarder states that the Horse exhibits the following behavioral traits:

3. Veterinary Care:

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, RDLA will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives RDLA permission to call Boarder's veterinarian, identified as Dr. _____, with (Clinic) _____, at phone numbers (Office) _____, (Cell) _____. If Boarder's veterinarian is unavailable, Boarder authorizes RDLA to call its veterinarian, and that Boarder will be fully responsible for all veterinarian charges so incurred.

Boarder also agrees that Boarder will keep Horse current on all customary worming and vaccinations, including but not limited to West Nile, Lyme disease, Rabies, Flu,

and any and all other worming or vaccinations as may be prevailing or customary in RDLA's locale.

4. Farrier Care. Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services. Boarder elects to use RDLA usual farrer Y _____ N _____. If Boarder elects to use their own farrier this contact info is: _____, at phone numbers (Office) _____, (Cell) _____. Boarder's farrier shall have access to RDLA and Horse during Hours of Operation. If Boarder's farrier is unavailable and Boarder's horse is in need of farrier services, Boarder authorizes RDLA to use their routine farrier.
5. Boarder must supply RDLA with proof of current Coggins and Vaccination Record.
6. Boarder agrees that Horse will be kept of a regular rotating de-worming schedule and will reimburse RDLA for deworming agent.

Barn Rules

Owner hereby acknowledges receipt and understanding of the current RDLA Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he and his guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

1. This is a no smoking facility. Smoking is not allowed
2. Helmets required at all times when mounted on a horse.
3. 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 RDLA without permission of RDLA or that horse's owner
4. Dogs are permitted on the property after approval of RDLA.
5. When using the various facilities within the STABLE, the OWNER will clean up after and maintain the facilities using tools provided by STABLE. This includes the barn aisle, as well as any common areas.

Safety and Release of 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 RDLA, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF RDLA. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

1. Helmets and Safety Gear. I understand that I am to be wearing a helmet at all times when riding. Initial: _____

2. 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 unknowns. 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 RDLA cannot control the horses it boards, and that I shall release and hold harmless RDLA from any injury arising out of or related to equine activities at RDLA's facilities. Initial: _____

3. 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 RDLA's property. Initial: _____

4. Death or Injury to Horse. RDLA, its owners, trainers, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part. Initial: _____

5. 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 RDLA, its owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents. See attached Waiver. Initial: _____

6. HOLD HARMLESS, DEFEND AND INDEMNIFY. Boarder agrees to defend, indemnify, save and hold harmless RDLA 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 RDLA, presence at RDLA's facilities, Horse's conduct, Boarder's use or access of 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. Tenant agrees to complete and sign a RELEASE AND HOLD HARMLESS AGREEMENT for each participant, guest and invitee. Initial: _____

7. 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: _____

8. Lien Notice. Boarder is put on NOTICE that RDLA has and may assert and exercise a right of lien for any amount due for the boarding and keep of horse(s) and for any other charges due hereunder; and further agrees RDLA shall have the right, without process of law, to attach a lien to your horse(s) after two (2) months of non-payment or partial payment; and RDLA can then sell your horse(s), tack and other equipment to recover its loss. Failure to pay boarding fees or other charges as due shall also entitle THIS RDLA to immediately terminate this Agreement and to keep the horse(s) on this Property as its possession until ALL fees are paid in full in cash. Initial: _____
9. RDLA's Remedies. If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if RDLA ceases to be able to provide services to Boarder and Horse hereunder, RDLA reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred. Initial: _____
10. Amendments and Modifications. The parties may amend this Agreement only by a written agreement executed by all parties. Initial: _____
11. Notice to RDLA. All notices must be in writing and delivered to RDLA at the following address, (including request to terminate boarding services) in a manner which provides proof of delivery:

Rancho de los Arboles, LLC
901 Historic Lane
Cross Roads, TX 76227

12. Notice to Boarder. All notices must be in writing and delivered to Boarder at Boarder's address listed above in this agreement, in a manner which provides proof of delivery.
13. Assignment or Transfer. No party may assign or transfer this Agreement without prior written consent of the other parties.
14. Entire Agreement. This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

15. Comprehension. Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

16. Governing Law and Venue. This agreement shall be governed by the laws of Texas. Venue for resolution of disputes shall be proper in Dallas County, Texas. By signing this Agreement, the Boarder acknowledges that he/she knows, understands and affirms they can and will abide by the terms and conditions of this Agreement. This Agreement shall be executed on the day written below by the parties hereto and shall be binding by the day written above as the first day of the boarding agreement.

Upon signing this agreement, Owner certifies that they have read, understand and agree with the terms and conditions of this agreement.

Signature: _____ Date: _____

Address: _____

Representative from Rancho de Los Arboles, LLc

Ellen Eakin
