

## GRACE RANCH BOARDING AGREEMENT

This agreement, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ made by and between Grace Ranch, an independent contractor, located at 19655 U.S. Hwy. 77 N., Victoria, Texas, and (owner's name) \_\_\_\_\_, residing at (owner's address) \_\_\_\_\_.

These parties warrant that they have the right to enter into this agreement.

### 1. FEES AND SERVICES

Grace Ranch offers stalls, daily turnout, 1300 acres to ride on, lighted arena, and storage for your tack. Barn hours are 7:00 A.M. to 12:00 A.M.

Cost of boarding is \$350.00 a month. Basic boarding services include twice daily feeding of grain, hay in the evening, inspection, turnout, and stall cleaning. Boarding fees do not include the cost of additional nutritional supplements, fly repellent, grooming aids (Show Sheen, etc.) exercise, grooming, shoeing, vet care or winter blanketing. Stalls are cleaned at least every other day.

Below is a list of services we can provide at your request. Fees vary depending on the type and frequency of the service provided and can change at any time.

Daily administration of vitamins, hoof or health supplements - \$10.00 per month.

Short-term daily medicine administration (bute, penicillin, etc.) - \$5.00 per day.

Temporary stall - \$15.00 per day.

Daily fly spray or sun block - \$25.00 per month.

Holding for trimming or shoeing, if necessary - \$10.00 per horse. Our farrier's name is Arnulfo (Nufo) Narvaez. He charges \$85.00 to shoe and \$35.00 to trim. He visits every 6 to 8 weeks. We will pay Nufo and charge you in your bill.

Wormer - Cost plus \$3.00 for administration. Given every 2-3 months.

Blanketing - \$25.00 per month.

Night-light - \$10.00 per month (your light).

Fan - \$15.00 per month (your fan).

Holding for Vet exams - \$10.00 to \$25.00 per horse depending on what and how long.

Horse transportation to Vet - \$1/mile plus \$25.00 per hour while at vet.

Our Vet gives yearly vaccinations and Coggins Tests at the end of December.

If horse requires more than 1 scoop per feeding, there will be an extra charge.

If horse needs more than 1 flake of hay per day, there will be an extra charge.

\*Lights and fans must be installed according to our guidelines.

\*Rates and services are subject to change at any time.

\*Boarding fee is due on the 1<sup>st</sup> of the month. Late fee of \$15.00 after the 6<sup>th</sup> & \$25.00 after the 15<sup>th</sup>.

## 2. RANCH RULES

No smoking.

No alcoholic beverages.

Grain is to be fed only by the barn staff. Treats and hay are fine for others to feed.

Every horse on the premises must have proof of current Tetanus, Sleeping Sickness, and Influenza vaccinations. Vaccines against West Nile Virus and Strangles are recommended, but not required.

Proof of negative current coggins test is required for any horse on the premises.

Put your stuff away.

Children must be supervised at all times, unless taking a lesson or otherwise arranged.

When riding on the ranch, riders must stay completely away from all ranch equipment. Ranch equipment is extremely dangerous and must be avoided at all times. This includes tractors, shredders, discs, 4-wheelers, the working pens, or any other ranch equipment. Stay away from all cattle, llamas, donkeys, and the camel.

Please drive slowly.

Feel free to use the bathroom just inside the back door to the house.

Barn is open to boarders from 7:00 A.M. to 12:00 A.M., unless otherwise arranged. Boarder must not interfere with lessons or other scheduled activities.

If you open ANY gate—close it!

Turn off lights and be sure all doors and gates are closed if you are the last person in the barn.

Have fun and enjoy yourself!

## 3. DESCRIPTION OF HORSE

Name \_\_\_\_\_

Age \_\_\_\_\_

Color\_\_\_\_\_

Sex\_\_\_\_\_

Breed\_\_\_\_\_

#### 4. RISK OF LOSS

During the time that the horse(s) are at Grace Ranch, we are not liable for any sickness, disease, theft, death or injury that may be suffered by the horse. This includes any personal injury or disability the horse may receive while off our premises. The owner fully understands that we do not carry any insurance on horses not owned by Grace Ranch. All risks relating to boarding of horse(s), or for any other reason, for which horse(s) is/are in the possession of Grace Ranch are to be borne by the owner.

#### 5. HOLD HARMLESS AND INDEMNITY AGREEMENT

OWNER AGREES TO HOLD GRACE RANCH HARMLESS FROM ANY CLAIMS RESULTING FROM DAMAGE OR INJURY CAUSED BY SAID HORSE, OWNER OR HIS GUESTS OR INVITEES, TO ANYONE, INCLUDING BUT NOT LIMITED TO LEGAL FEES AND/OR EXPENSES INCURRED BY GRACE RANCH IN DEFENSE OF SUCH CLAIMS. OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND GRACE RANCH AND THE COLE CATTLE COMPANY, INCLUDING THE AGENTS, OWNERS, EMPLOYEES, AND VOLUNTEERS OF GRACE RANCH AND THE COLE CATTLE COMPANY FOR ANY AND ALL CLAIMS OF LIABILITY RELATED TO OR IN ANY WAY CONNECTED TO THE HANDLING AND CARE OF THE HORSE OR THE OWNER OF THE HORSE'S USE OF THE LAND AND FACILITIES OF GRACE RANCH AND/OR THE COLE CATTLE COMPANY. THIS SPECIFICALLY] INCLUDES ANY CLAIMS RELATED TO DANGEROUS CONDITIONS ON THE PREMISES AND NEGLIGENCE INCLUDING THE NEGLIGENCE OF GRACE RANCH AND/OR THE COLE CATTLE COMPANY AND/OR ANY OF THEIR AGENTS, OWNERS, EMPLOYEES AND VOLUNTEERS. IT IS ALSO UNDERSTOOD THAT THIS INDEMNITY AGREEMENT INCLUDES THE DUTY TO INDEMNIFY AND DEFEND GRACE RANCH AND/OR THE COLE CATTLE COMPANY AND/OR ANY OF THEIR AGENTS, OWNERS, EMPLOYEES, AND VOLUNTEERS FOR CLAIMS RELATED TO INJURIES TO PERSONS AND/OR PROPERTY CAUSED BY THE HORSE OR THAT RESULT FORM THE CARE AND USE OF THE HORSE AS WELL AS INJURIES TO PERSONS THAT ARE ON THE PROPERTY OF GRACE RANCH AND/OR THE COLE CATTLE COMPANY WITH THE PERMISSION OF OR AT THE REQUEST OF THE OWNER OF THE HORSE.

#### 6. DEFAULT

Either party may terminate this agreement for failure of the other party to meet any terms of the agreement.

7. ASSIGNMENT

The owner of the horse may not assign this agreement

8. NOTICE OF TERMINATION

Either party may terminate this agreement with 30 days advance notice. Grace Ranch reserves the right to insist a horse be removed immediately if good cause exists for said request. In such cases the unused portion of paid rent will be refunded.

9. RIGHT OF LIEN

Owner is put on notice that Grace Ranch has and may assert and exercise a right of lien for any amount due for the board and keep of horse(s) , and also for any storage or other charges due hereunder, and further agrees Grace Ranch shall have the right, without the process of law, to attach a lien to your horse(s) after 2 months of nonpayment or partial payment and Grace Ranch can then sell horse(s) or use them for lessons to recover its loss.

10. DAMAGE CAUSED BY HORSE

It is the owner’s responsibility to repair property that is broken by their horse.

11. CARE OF HORSE

It is understood that the owner is expected to spend time with their horse and it is the owner’s responsibility to make regular visits to the ranch to inspect and care for their horse.

12. EMERGENCY CARE

Grace Ranch agrees to attempt to contact owner, at the following emergency telephone number (\_\_\_\_\_), should Grace Ranch feel that medical treatment is needed for said horse(s), but is unable to contact the owner within a reasonable time, which shall be judged and determined solely by Grace Ranch, Grace Ranch is then authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by Grace Ranch, as Grace Ranch determines is required for the health and well-being of said horse(s). The cost of such care secured shall be due and payable by owner within 15 days from the date owner receives notice thereof, unless Grace Ranch is authorized to arrange direct billing by said care provider to the owner.

13. SPECIAL INSTRUCTIONS TO GRACE RANCH

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I/we, \_\_\_\_\_ do not hold Grace Ranch and their employees responsible for any accident or injuries, including death, that occurs while I/we, or any family member or guest are on the premises of Grace Ranch property. I/we understand the inherent danger of horses and horseback riding and accept the responsibility of our involvement in this sport.

We agree to the terms and conditions set forth by this contract

By: \_\_\_\_\_

Grace Ranch

By: \_\_\_\_\_

Owner's Signature

OWNER'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE & ZIP \_\_\_\_\_

DAY PHONE \_\_\_\_\_

EVENING PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

**WARNING**

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 INHERENT RISKS OF EQUINE ACTIVITIES.

**WARNING**

PURSUANT TO THE PROVISION OF CHAPTER 75 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE THE OWNER OF THESE PREMISES BY GIVING PERMISSION TO ENTER UPON THESE AGRICULTURAL LANDS FOR RECREATION DOES NOT ASSURE THAT THE PREMISES ARE SAFE FOR THAT PRUPOSE NOR DOES SUCH OWNER OWE AND HAVE DUTY OF CARE GREATER THAN IS OWED TO A TRESPASSER.