EQUINE STALL BOARDING AGREEMENT

This Equine Boarding Agreement (the "Agreement") is being entered into by
White Horse Ranch, LLC of 2040 Peacock Trail, McKinney, Texas, 75071 ("Stable") and
(Name) _____
(Street address) _____
(City) _____, (State) _____, (Zip code) _____
("Boarder") as of _____, 20___.

1. Term. The term of this agreement shall be on a month-to-month basis commencing on the date set forth above, and shall renew automatically for successive periods hereafter unless canceled on 15 days written notice by either party.

2. Identification of Horse. Boarder's horse(s) to be housed by Stable ("Horse" or Horses"):
a. _____ (registered name)
_____ (barn name)
_____ (breed)
_____ (sex) _____ (age or birthdate)
Registration/Tattoo Number *(if applicable):* _____
Insurance Carrier, Policy and phone number *(if applicable):*
_____
_____
Value of Horse: $_____

b. _____ (registered name)
_____ (barn name)
_____ (breed)
_____ (sex)
Registration/Tattoo Number *(if applicable):* _____
Insurance Carrier, Policy and phone number *(if applicable):*
_____
_____
Value of Horse: $_____

(If additional horses, describe separately and attach.)

3. Boarder's Contact Information.
(Name) _____ (Street address) _____
(City) _____ (State) _____ (Zip code) _____
(Office phone) _____ (Cell phone) _____
(Home phone) _____ (Fax) _____
(E-mail) _____
(Driver's License) _____ (State) _____
(Level of experience)
_____.
If Boarder's information changes, or Boarder is going to be unavailable for a period of time, Boarder will notify Stable as soon as possible.

Alternate contacts in event Boarder is unavailable:
(name)_____ (phone)_____
(name)_____ (phone)_____

4. Ownership of/Authority over Horse.
a. Boarder represents and warrants that they are the Owner of record of Horse, or that they have express authority of the Owner of Record to enter into this Agreement and to house Horse with Stable. If Boarder is not the Owner of Record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this agreement, and liable for all sums hereunder.

b. Identification of Owner of Record if Different Than Boarder. If Boarder is not the Owner of record of Horse, the Owner of Record is:
(Name) _____ (Street address) _____
(City) _____ (State) _____ (Zip)_____
(Office phone) _____ (Cell phone)_____
(Home phone) _____ (E-mail) _____

5. Boarding Fee.
Boarding fee for Horses described above will be based on the then-current White Horse Ranch price list for Stall boarding, paid in advance. First month fee will be pro-rated to the 1st of the month based on a standard 30 day month. Board payment is due on the **1st** day of each month. Payment received after the **5th** of the month will be subject to a **$15.00 late fee**, plus **$5.00 in late fees** for each additional day thereafter on which Board plus accrued late fees remain unpaid. There will be a **$25.00** charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.

6. Deposit. A refundable deposit of **$100.00** is required at the commencement of this Agreement. Unpaid Board or Late Fees, damages to Stable, its facilities and equipment, veterinary charges, and any other unreimbursed expense incurred by Stable for Boarder's or Horse's benefit (other than Boarding as covered by this Agreement) shall be deducted from the deposit. If Boarder chooses to remove Horse prior to giving full and proper notice of cancellation, no deposit will be refunded.

7. Stable's Services.
a. Stable agrees to provide a covered stall for Horse which will be mucked once daily.
b. Horse will be provided with turn-out time daily unless the weather conditions are such that it would be a hazard to the horse or if medically required. However, Stable cannot guarantee a given schedule for turn-out.
c. Horse will be fed hay as needed. Any and all other supplements or feeds are responsibility of Boarder.
d. Stable shall have the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, horse refuses to move or becomes a danger to itself or others. Further, if Horse becomes a danger to itself or others, Stable need not muck horse's stall or provide turn-out time. If Horse continues to exhibit dangerous behavior for a period of not more than 2 weeks, Stable has the right to request Boarder to remove said Horse from the Stable and the deposit, less damages and fees, will be refunded.
e. If blanketing or fly cover is necessary, or at Boarder's request, an additional $2.00 per day charge will apply for blanketing and un-blanketing. Boarder will supply the blanket which should be waterproof for use during the rainy season.

8. Horse's Physical Condition/Special Care. Except as specified in this section, to Boarder's knowledge, Horse is currently sound, disease-free, in good condition, and not in need of any special care.
Exceptions:_____
_____
_____
_____
_____

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

10. Hours of Visitation/Access to Horse. Boarder, their veterinarian, farrier, trainer, and designated guests shall have access to Stable and Horse on the following schedule:
(summer) 7am to 10pm (winter) 8am to 8pm. Additional times available upon request.

11. Veterinary Care.
a. 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, Stable will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives Stable permission to call Boarder's veterinarian, identified as
Dr._____ with _____(Clinic), at phone numbers (Office) _____ (Cell)_____
(Home) _____ and (E-mail) _____
If Boarder's veterinarian is unavailable, Boarder authorizes Stable to call its veterinarian, and that Boarder will be fully responsible for all veterinarian charges so incurred.
b. Boarder agrees that Boarder will keep Horse current on all customary worming and vaccinations, including but not limited to West Nile, Lyme disease, tetanus, sleeping sickness, influenza, ******(ck with a local vet for recommended vaccinations)**, and any and all other worming or vaccinations as may be prevailing or customary in Stable's locale.
c. Boarder will supply Stable with a list of all current vaccinations/wormers and proof of a current (within 12 months) **negative Coggins test** prior to admittance to the Stable. Proof of Tetanus and sleeping sickness vaccines are required once yearly and influenza twice yearly.

12. Farrier Care. Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services.
Boarder's farrier is: (Name) _____ at phone numbers
(Office) _____ (Cell) _____
(Home)_____ and (E-mail) _____

Boarder's farrier shall have access to Stable and Horse during Hours of Visitation. If Boarder's farrier is unavailable and Boarder's horse is in urgent need of farrier services, Boarder authorizes Stable to call its farrier, and that Boarder will be fully responsible for all farrier charges so incurred.

13. Trainer. Boarder's trainer is: (Name) _____ at
phone numbers (Office) _____ (Cell) _____
(Home) _____ and (E-mail) _____
Boarder's trainer shall have access to Stable and Horse during Hours of Visitation.

14. Prohibited Activities. 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 Stable without permission of Stable or that horse's Boarder.

15. Authorized Users. Stable has discretion when and under what circumstances to allow Boarder's designated Users to have access to Horse and Stable's facilities. Each User must sign the Stable's "Equine Release and Hold Harmless Agreement" upon their first visit to the Stable. Boarder's designated users are:

a. (Name)_____
(Street address) _____
(City) _____ (State) _____ (Zip code) _____
(Office phone) _____ (Cell phone) _____
(Home phone)_____ (E-mail) _____
(Sex) _____ (Age) _____ (Level of experience with horses in general)
_____
_____
(Level of experience with this Horse)
_____
_____
(Relationship to Boarder) _____

b. (Name) _____
(Street address) _____
(City) _____ (State) _____, (Zip code) _____
(Office phone) _____ (Cell phone) _____
(Home phone)_____ (E-mail) _____
(Sex) _____ (Age) _____ (Level of experience with horses in general)
_____
_____
(Level of experience with this Horse)
_____
_____
(Relationship to Boarder) _____

c. (Name) _____

(Street address) _____
(City) _____ (State) _____ (Zip code) _____
(Office phone) _____ (Cell phone) _____
(Home phone)_____ (E-mail) _____
(Sex) _____ (Age) _____ (Level of experience with horses in general)
_____
_____
(Level of experience with this Horse)
_____
_____
(Relationship to Boarder) _____

d. (Name) _____
(Street address) _____
(City) _____ (State) _____ (Zip code) _____
(Office phone) _____ (Cell phone) _____
(Home phone)_____ (E-mail) _____
(Sex) _____ (Age) _____ (Level of experience with horses in general)
_____
_____
(Level of experience with this Horse)
_____
_____
(Relationship to Boarder) _____
(Additional Users may be defined separately and attached.)

16. Safety and Release from 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 YOUR or YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVIITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.
a. Helmets and Safety Gear. I understand that it is the recommendation of Stable to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members or my guests if I, or they, choose not to use a riding helmet or other appropriate safety gear. Initial:_____
b. Horses are Inherently Dangerous.
WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

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

c. 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 Stable's property. Initial: _____

d. RELEASE AND WAIVER OF LIAIBLITY, 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 Stable, its Boarders, agents, or employees responsible for accident or injury to myself, my guests, or my agents. Initial: _____

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

f. HOLD HARMLESS, DEFEND AND INDEMNIFY. Boarder agrees to defend, indemnify, save and hold harmless Stable 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 Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to 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. Initial: _____

g. 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: _____

17. Stable's Remedies. If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse hereunder, Stable reserves the right to require Boarder'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.

18. Amendments and Modifications. The parties may amend this Agreement only by a written agreement executed by all parties.

19. Notices.

a. Notice to Stable. All notices must be in writing and delivered to Stable at the following address, in a manner which provides proof of delivery:

White Horse Ranch, LLC
2040 Peacock Trail
McKinney, Texas 75071
(469) 885-7350

Email info@whitehorseboarding.com

b. 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.

20. Assignment or Transfer. No party may assign or transfer this Agreement without the prior written consent of the other parties.

21. 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.

22. 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.

23. Governing Law and Venue. This agreement shall be governed by the laws of the State of Texas. Venue for resolution of disputes shall be proper in Collin County, Texas.

24. Right of Lien
Boarder is put on notice that Stable has and may assert and exercise a right of lien, as provided for by the laws of the State of Texas 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 Stable 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 Stable can then sell horse(s) to recover its loss. **Initials** _____

25. Stable Rules
Boarder hereby acknowledges receipt and understanding of the current Stable Rules, which are incorporated by reference in full, as if fully set forth herein. Boarder agrees he/she and his/her 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. Boarder acknowledges the Rules include but are not limited to:

a. NO SMOKING in the barns or dry grass or hay; smoke ONLY in designated areas.
b. If you are having trouble with your horse's behavior, or see someone else having trouble, please alert the barn manager for help.
c. NO Drama! Please treat others the way you would like to be treated on property.
d. Please address any concerns immediately to ranch management- we are here to help!
e. No turning horses loose anywhere other than the round pen or your horse's pasture.
f. No feeding or handling horses other than your own unless given permission by both ranch management and owner.
g. Everyone must sign a liability waiver / hold harmless
h. Be aware of the location of fire extinguishers and the Emergency Turnout Plan
i. No person shall handle or ride a horse under the influence of any intoxicating substance
j. Everyone will clean up after themselves and their horse, everywhere

k. If you find a gate open, leave it open, otherwise close and secure it behind you
l. No unaccompanied children under 14 in the barn; keep children under control for everyone's safety
m. No borrowing anything without the owner's permission
n. White Horse Ranch LLC is not liable for lost, stolen, or damaged property
o. White Horse Ranch LLC is not liable for injuries to people or horses
p. Only ranch management can operate tractors or any powered equipment
q. Follow all instructions from ranch management

Stable may revise these Rules from time to time and Boarder agrees any revision shall have the same force and effect as current Rules. Failure, as determined in Stable's sole discretion, of Boarder or Boarder's guests and invitees to abide by Stable Rules may result in Stable declaring Boarder in default hereunder and result in termination of this Agreement.

BOARDER:
Signed: _____ Print:_____

STABLE:
Signed: _____ Print: _____

Date: ___/___/20__