

Cowboy Quarter Horses
2010 Boarding Agreement

This Agreement, dated this day of _____, 2010 is made between Cowboy City Tx Quarter Horses hereinafter referred to as FARM, an independent contractor, located at 19327 Belleau Woods Drive, Humble, TX. 77338 and _____ residing at _____, owner of the below described horse (s), hereinafter referred to as OWNER.

A. Fees and Term:

In consideration of \$_____ per horse per month paid by OWNER in advance on the first day of each month (Late fees are acquired after the 5th of each month at \$10. per day/ per horse), FARM agrees to board the herein described horses at Barn.

B. Description of Horse (s)

Name: _____ Name: _____
Age: _____ Sex: _____ Age: _____ Sex: _____
Color: _____ Color: _____
Breed: _____ Breed: _____
Reg./Tattoo #: _____ Reg./Tattoo #: _____

C. Feed and Facilities:

FARM agrees to provide the following, in addition to normal and reasonable care required to maintain the health and well being of the animal.

Stall # _____

Pasture or paddock and turned out on a daily basis. day _____ /night _____

Grain (dry oats, sweet feed, and pellets) two times per day. _____

Hay (coastal or alfalfa) two times per day. _____

D. Exercise:

Farm will not provide exercise unless otherwise requested specific instruction for round pen training from authorized Cowboy City Wrangler.

Trainer: _____ Dates: _____: _____: _____: _____:

Total \$: _____ Hours: _____: _____: _____: _____:

E. Special Instructions to FARM:

F. Right of Lien: The OWNER is put on notice that FARM has a right of lien, as set forth in the law of the State of Texas for the amount due for the board and keep of such horse(s) and shall have the right without process of law, to retain said horse(s) until the amount of indebtedness is discharged. After three months of indebtedness to farm, farm has the right to obtain horse(s) and sale them for redemption of indebtedness.

G. Risk of Loss-Insurance: It is agreed that during the term of this agreement the risk of said horse(s) shall be assumed by OWNER, and in the event of loss or injury of the horses and OWNER agrees to hold FARM harmless from any loss or injury to said horse(s).

H. Emergency Care: FARM agrees to attempt to contact OWNER should FARM feel that medical treatment is needed for said horses but if FARM is unable to contact OWNER within a reasonable time, FARM is then authorized to secure emergency veterinary and/or blacksmith care required for the health and well-being of said horse(s). The cost of such care secured shall be paid by OWNER within fifteen days from the day OWNER receives notice thereof or FARM is authorized as OWNERS agent to arrange direct billing to the OWNER.

I. Hold Harmless: OWNER agrees to hold FARM harmless from any damages to OWNER or his horse(s), and from any claim resulting from damages or an injury caused by said horse(s).

J. Ownership: OWNER warrants that he owns said horse (s) and that there are no liens against said horse (s), express or implied by law.

K. DEFAULT: Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of any default by one party, the other party shall have the right to recover attorney's fees and court costs as a result of said default.

L. TERMINATION: This lease is for a year tenancy .*NOTE: IF SAID HORSE IS REMOVED FROM FARM FOR ANY REASON, OR FOR ANY PERIOD OF TIME, THIS CONTRACT STAYS IN EFFECT AND CHARGES WILL CONTINUE . IT IS UNDERSTOOD by the parties that pursuant to state law, the FARM has a lien on said horse (s) to secure payment for services to be provided by FARM and that if OWNER should not pay the same, that FARM may sell said horse(s) at private or public auction pursuant to state law.

Helmet Waiver: Everyone under the age of 18 must wear a helmet. If the undersigned Parent wishes to release liability and consider the risk taken upon himself, He/She must fill out an additional NOTORIZED Helmet Waiver.

FOR YOU AND YOUR FAMILIES SAFETY

Ranch Rules: NO alcohol, smoking, drugs, profanity, reckless behavior, and no PETS on this property. No children under 16 allowed on premises without adult supervision. All boarders and visitors must sign waiver and release of liability to ride or be around horses. No riders allowed to ride single in the woods or on the back acreage of the ranch. NO exceptions!! Keep ALL gates CLOSED! Stay within the white vinyl fencing.

0-2 YEAR OLD CHILDREN may not ride ANY horse.

Do not enter yard areas of the private residents that live on this property.

*We also reserve the right to all arenas, round pens, and ranch facility buildings during special events held at Cowboy City Texas. We ask that you be courteous to all visitors and respectful to leadership at all times.

UNDER TEXAS LAW, CHAPTER 87-Civil Practice & Remedies Code, an equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities.

THIS AGREEMENT is subject to the laws of the State of Texas, and I understand and have read this agreement and will follow the Rules therein.

Owners Signature _____ & _____.

EXECUTED at Cowboy City Texas, this _____ day of _____, 2010.

FARM (opens 8am-close 9pm)

Shelley Wall

19327 Belleau Woods Drive
Humble, Tx 77338

MB (281) 541-3222 off (281) 852-8452

(Phone Number) _____

(Phone Number) _____

E-mail address: _____

Pro-rated amount: \$ _____

Ck # _____ Monthly C/C charge: C/C # _____ Exp: _____

Date: _____ Permission and signature for monthly charge: _____

****Horse Rules****

**NO horses permitted on the property that appear sick or do not have a Neg. Coggins
(Actual yellow report must be presented no copies will be accepted)**

Copies of your horse's inoculations are needed on arrival.

THANKS! We are happy to serve you and your family here at Cowboy City Texas.

Remember, there are other guests, Company Parties, Birthday Parties and much more on these premises, try to be as kind as possible and refer people with questions to me.

****Arena Manners****

- Warm up inside arena, fast riders to the outside and slower riders to the inside.
- Always go in the same direction as other riders.
- While you are waiting to perform, stay mounted and back your horse to the fence in the designated area.
- Please groom and saddle in your stall, this leaves alleyways open.
- Allow adequate spacing between horses while riding.
- Verbally signal when you are approaching a rider
From the rear. (ie: Coming up on your right!!)
- If your horse kicks, please attach a red ribbon (bow)

To its tail, as a note to others.

- Always be courteous to other riders and ride defensively.

Remember horses don't always behave, as we would like them to. Thanks!

Photo Release: I authorize the use and reproduction by TRUTH and C.C.T. Photo Release: I authorize the use and reproduction by TRUTH of any and all photos, audiovisual materials taken of son, my daughter, or me for promotional, education or any other use of the Program.

***I do give consent _____ *I don't give consent _____**