

Services Agreement**Horse OWNER Name:****Address:****City, State, ZIP:****Primary Phone:**

This HORSE BOARDING AGREEMENT, hereinafter referred to as "**AGREEMENT**," made and entered into this _____ day of _____, 20____, by and between **Southern Cross Equestrian of Terrell, LLC, 10530 FM 2578, Terrell, TX 75160**, hereinafter referred to as "**SCE**", and _____ (**Horse OWNER Name**) hereinafter referred to as "**OWNER**"; WITNESSETH:

1. Boarding services shall be provided at the SCE address listed above on a month-to-month basis beginning on ____ | ____ | _____. SCE requires thirty (30) days notice, **in writing**, if the OWNER intends to sell or move a horse(s). The horse OWNER is responsible for a full month's board should there be no notification prior to horse leaving SCE premises. If for any reason SCE decides to terminate this agreement, it must do so by giving thirty (30) days written notice to the OWNER.
2. In consideration of boarding services, OWNER shall pay to SCE the board rate on or before the 7th day of each month for that month's boarding services. Failure to pay board by due date will result in a late payment charge of seventy-five (\$75.00) dollars per horse per outstanding invoice each month that an individual invoice is past due. This means late fees will be compounded monthly until the outstanding balance is paid in full. Unless a suitable agreement has been made between SCE and OWNER, failure to pay boarding fees and late charges may result in legal action or sale of the horse if those fees are not paid within thirty (30) days of written notification.
3. Should any future revisions need to be made to Boarding Agreement (i.e. board rates), SCE will give OWNER thirty (30) days notice in writing.
4. Each horse shall enter SCE premises free from transmissible diseases, and must be effectively dewormed, and current on immunizations for this area prior to arriving at the facility. OWNER warrants to SCE that the horse(s) is/are free from infectious, contagious or transmissible disease and OWNER assumes full responsibility for all expenses resulting from the spread of any infectious, contagious or transmissible disease brought onto SCE premises by OWNER'S horse(s) in violation of this warranty. Upon request, OWNER agrees to provide SCE with all health records with regard to the horse(s). The following up-to-date documents must be provided upon arrival:

____ *Proof of negative Coggins test*

____ *Current shots*
5. Horses being boarded **must participate** in SCE's worming and immunization, programs, the cost of which shall be paid by the Horse OWNER. OWNER also agrees to provide the necessary shoeing as is reasonably necessary, at OWNER's expense. All expenses for the horse by other professionals (ie: veterinarians, farriers, trainers, etc.) is the responsibility of the OWNER and the OWNER shall pay that professional for their service according to their billing practice. The OWNER shall schedule their own appointments with the professional for their horse if a

service is to be provided outside of SCE's scheduled times for such a professional service. The OWNER must be present for all professional services or possibly pay an additional fee to SCE to handle the horse.

6. SCE will make every effort to meet special needs of individual horses, but reserves the right to impose additional charges for special feeding programs or other additional cost. Any additional costs will be discussed with OWNER in advance.
7. OWNER acknowledges and accepts the risks and dangers inherent in equine activities ("Equine Related Risks") including without limitation: the propensity of a horse to behave in ways that may result in injury or harm to, or the death of persons on or near the horse or result in an injury or death to other animals, including OWNER's horse, such as bucking, biting, kicking, rearing, shying, falling, or stepping on persons or other animals; the unpredictability or a horse's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, such as surface and subsurface ground conditions, collisions with other horses, animals or objects; and the potential of another horse OWNER to not maintain control over its horse(s).
8. SCE is a goals-oriented facility only with limited availability. To provide better amenities to our customers, we're committed to supporting the trainers who run businesses out of the farm and ask that OWNER be a part of a program to improve horse/rider skills in order to have a stall. Please note, trainers operate independently of SCE and invoice / contract separately for their services. The training agreement / relationship is between trainer and OWNER.
9. No horse shall be used by anyone other than OWNER without express written advance permission of OWNER. SCE will require a Liability Release Agreement for any persons riding or handling horses at SCE.
10. OWNER acknowledges that SCE insurance coverage does not cover loss, damage, or injury to OWNER'S horse(s), tack, trailer, or equipment. It is the responsibility of OWNER to provide such insurance coverage on the horse(s) and equipment.
11. SCE shall not be accountable for, and OWNER agrees to indemnify SCE for any liability for damages to the horse of any cause whatsoever, including, but not limited to, loss of fire, theft, running away. OWNER further agrees to be solely responsible at all times for any and all acts of the animal, including, but not limited to damage to SCE property (i.e. stalls) and claims or injuries or loss of life that may be sustained by OWNER, his family, invitees, and agents, or any other persons or their property. OWNER shall be responsible for the conduct of their family and guests while at SCE. The Horse OWNER hereby acknowledges and agrees that SCE shall not be liable for any sickness, death, theft, injury, or other damage suffered by the OWNER's horse(s) during the horse(s) stay.
12. OWNER hereby agrees to indemnify and hold SCE harmless against any claim for damages which may arise from any actions of the OWNER's horse(s), including transmission of disease to any other human being or animal.
13. If the horse(s) require(s) emergency medical care, SCE agrees to attempt to contact OWNER at the following telephone number(s): _____ before obtaining such care. However, if SCE is unable to contact the OWNER within a reasonable period of time dependent upon the nature of the emergency, then SCE shall be authorized to obtain whatever emergency medical services (veterinary or farrier) it deems to be in the horse(s) best interest. The Horse OWNER shall be liable for the cost of all such emergency medical services.

The parties hereby signify their agreement to the terms above by their signatures affixed below:

OWNER's signature, date