

H & H Stables
2650 VZ CR 2410, Canton, Texas 75103
Ph 903-484-4147
hhstables@hhstables.com / www.hhstables.com

Boarding Agreement

This is an agreement between Joseph L Haus Sr. and Theresa R Haus, dba H & H Stables, hereinafter referred to as **H & H STABLES**, and _____, hereinafter referred to as **Boarder**, for the boarding of one horse (described at Appendix A, attached hereto), at the above location for the monthly fee of \$350.00 payable in advance beginning _____ 1,20__ and on the first of each month thereafter on a month to month basis.

Both parties agree, as evidenced by their signatures below, to the following terms and conditions:

1. That the horse(s) will be cared for in a responsible manner.
2. That the **Boarder** is responsible for providing:
 - a. A current registration certificate showing **Boarder** as lawful owner, or if horse is not Registered, a bill of sale properly executed and signed showing ownership vested in **Boarder**.
 - b. A current negative Coggins Test certificate.
 - c. **Boarder's** own equipment and tack.
 - d. A completed Owner's information sheet, to include emergency contact phone numbers, to be completed by owner(s) and attached to this agreement as
 - i. Appendix B.
 - e. Ferrier services (Including, but not limited to trimming and shodding)
 - f. Veterinarian expenses.
 - g. Worming and vaccinations
 - h. Coggins Test certificate renewals,
 - i. Veterinary Certificates, as required,
3. **H & H STABLES** is responsible for providing:
 - a. A private stall.
 - b. Hay at least once per day.
 - c. Grain of a protein rating between 9-12% as seasonably adjusted, twice per day.
4. **H & H STABLES** will attempt to notify Boarder, at telephone numbers provided to **H & H STABLES** by **Boarder**, in the event of sickness or injury to **Boarder's** horse. If within a reasonable amount of time **Boarder** has not responded to attempts at notification, **Boarder** authorizes **H & H STABLES** to secure proper medical attention and care and to bill resulting expenses directly to **Boarder**.

5. **Boarder** agrees that **H & H STABLES** shall not be liable for any damages to the above horse(s) arising out of or from the boarding and care of the horse(s) or that may accrue from any cause whatsoever in connection therewith including loss by fire, theft, running away, death or injury during the term of this Agreement whether the horse(s) be on the premises of **H & H STABLES** or not. **Boarder** shall be solely responsible for all acts and behavior of the horse(s) at any time during the term of this agreement, and in no case shall **H & H STABLES** be liable for the horse(s) acts and behavior. **Boarder** shall indemnify **H & H STABLES** against all damages sustained or suffered by reason of the boarding of the horse(s) for any claims or injuries whatsoever arising out of the boarding, care and keeping of the horse(s) injury or illness to **Boarder's** horse while in their custody and care, and further releases **H & H STABLES** from liability for personal accidents, injury or illness suffered by **Boarder** or **Boarder's** guests.
6. Boarder understands that **H & H STABLES** will not provide facilities or pasture dedicated to the exclusive use of **Boarder's** horse, with the exception of the private stall specified in 3.b. above, and as such **Boarder** agrees to be respectful of the rights of any other animals sharing the facilities, and **Boarder** further agrees to assume responsibility for any damage(s) done by **Boarder**, or **Boarder's** horse.

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 The inherent risks of equine activities

7. In the event **Boarder's** check for an amount less than \$350.00 is returned by the bank, a fee in the amount of \$25.00 cash will be paid to **H & H STABLES** by **Boarder** within three (3) days upon notification thereof. If the amount of **Boarder's** check is for more than \$350.00, a fee in the amount of \$50.00 cash will be paid to **H & H STABLES** by **Boarder** within three (3) days upon notification thereof.
8. **H & H STABLES** reserves the right to adjust the boarding rate to meet any rising costs of feed, including hay, delivery fees, sawdust, barn and arena utilities, etc. The new rate will become effective following 30 day notice of intent delivered to each **Boarder either in person or by Email.**
9. 30 Day notice is required or payment of \$350.00 a horse if boarder decides to leave the H & H STABLES. **H & H STABLES** shall have a stableman's lien on the horse(s) for all unpaid boarding, care and other additional charges resulting from the boarding and care of the horse(s) pursuant to this agreement.
10. Reasonable attorney's fees and expenses of **H & H STABLES** incurred in successfully prosecuting or defending a suit under this Agreement against **Boarder** or his estate will be paid by **Boarder** or his estate in such action.
11. This Agreement represents the whole and complete agreement of the parties, and any changes to the above must be in writing, signed by both parties, and attached to this Agreement to be

enforceable. Parties hereby state that they have read this Agreement, understand its terms, and agree to be bound hereunder.

Signed and Dated this 1st Day of _____, 20__:

Joseph L Haus Sr
For H & H STABLES

2650 Z CR 2410
Canton, TX 75103

Home: 903 848 4147

Email: hhstables@hhstables.com

As Boarder

Cell: _____

Home: _____

Email: _____

Notes: 1. Coggins verified at incoming, administered by: _____, DVM _____

2. Reg Name: _____