

# WILLOW DRAW, LP NON-BOARDING AGREEMENT

THIS AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, made between Willow Draw, L.P., Tre' Book and Janet Book, with its principal business located at 573 North Bend Road, Weatherford, Texas 76085, hereinafter called "STABLE"; and "OWNER,"

Name: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Work: \_\_\_\_\_

## 1. FEES, TYPE OF BOARD AND PAYMENT

The following types of membership, fees, and payment schedules shall apply:

<i>INITIAL</i>	TYPE	FEE
_____	NON-BOARDING MEMBERSHIP:	\$_75/120/150 per horse (___ horses)

Payment is due on the 1<sup>st</sup> day of each month. Upon receipt of payment and current Coggins documentation, STABLE agrees to allow the herein described horse(s) at STABLE, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and continuing on a month to month basis until terminated in accordance with the provisions of this Agreement. If payment is not received by the 5th day of any month, a late fee of \$\_15\_\_ will be assessed. Said payment shall be paid immediately by the OWNER to the STABLE. A penalty of \$35.00 shall be assessed for any returned check(s) that are submitted by the OWNER to the STABLE.

**PRORATION:** Fees are only prorated at the signing of agreement. No proration of fees on ending of agreement.

The STABLE'S fee schedule may change from time to time at the sole discretion of STABLE. Should such change occur, STABLE shall give OWNER no less than 30 days written notice. The STABLE reserves this right based on the changes in costs of operating said STABLE, including but not limited to the cost of grain, hay, electricity, water, and other related operational costs.

## 2. DESCRIPTION OF SERVICES

- a. **NON-BOARDING MEMBERSHIP:** Non-Boarding Members may trailer onto the STABLE property on a daily basis to use the facility. Memberships are provided monthly. Members may not leave horses or trailers overnight without prior approval. Members have no access to upper main barn. Members are solely responsible for the care, custody and control of their own horses on and off the STABLE premises. This type of membership allows facility use only and no other boarding privileges.

3. **DESCRIPTION OF HORSE(S).** Please fill out one "Owner's Information" form per animal that will become a part of this contract as Exhibit "A."

4. **FACILITIES.** The OWNER has seen and accepted the property "as is" and is satisfied with the conditions of said property. Initial \_\_\_\_\_

5. **RISK OF LOSS.** During the time that the horse is at STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse or any other cause of action,

whatsoever, arising out of or being connected in any way with said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE'S premises. The OWNER fully understands that STABLE does not carry any insurance on any horses, vehicles or property not owed by it, STABLE carries no insurance for OWNER'S horse, vehicle or property, or coverage under any public liability, accidental injury, theft or equine mortality insurance and that all risks connected with non-boarding membership or for any other reason for which the horse is in the possession on the premises of STABLE, are to be borne by the OWNER. OWNER is hereby notified that while on STABLE'S premises direct loss, damage, theft, or injury to OWNER'S horse, tack, equipment and trailer are not covered by STABLE'S insurance. The actual OWNER, having financial interest in such items, must carry his or her own personal property insurance under a homeowner's, tenants or other insurance policy, or under a separate policy as in the case of the loss of a horse.

6. **RISK OF LOSS-INSURANCE.** OWNER acknowledges that there could be a risk of injury, damages, or loss of life to said horse by keeping said horse at stable, in stall or at pasture. OWNER expressly assumes such risk and waive(s) any claim he or she might state against STABLE as a result of injury incurred at the STABLE. OWNER also acknowledges that his or her property, including but not limited to the vehicle, horse trailer, tack and any other property. OWNER expressly assumes such risk and waive(s) any claim he or she might state against STABLE as a result of such loss.
7. **HOLD HARMLESS.** In consideration of STABLE undertaking the related services under the terms and conditions set forth herein, OWNER agrees to hold STABLE and its associates, assigns and agents, harmless from any claim resulting from damage or injury caused by said horse to anyone and agrees to pay any legal fees, and/or expenses incurred by STABLE in defense of such claims.
  - a. The undersigned(s) further agree(s) to hold the OWNERS harmless for physical injury to others, property damage, or loss of life, which result from the undersigned's horse. It is agreed that during the term of this agreement the risk of said horse shall be assumed by OWNER, and in the event of loss or injury of the horse, OWNER agrees to hold STABLE harmless from any loss or injury to said horse. It is specifically understood that the STABLE is not providing any type of insurance for the horse or OWNER.
  - b. OWNER further agrees to reimburse and pay for any property owned by STABLE which is damaged by OWNER or OWNER'S horse. If the horse becomes excessively destructive or STABLE is unable to handle the horse because of behavioral problems and such inability to handle such horse causes a risk to the horse or to the STABLE and/or any employee, agent, leader, instructor, contractor or volunteer, STABLE may terminate this Agreement and OWNER must remove the horse from the property within ten (10) days of written notice of such termination pursuant to said conditions.
8. **ONGOING VACCINATIONS AND DE-WORMING.** Horse shall be free from infectious, contagious or transmittable disease. **Required: Negative Coggins Report within the past 12 months;** a health, worming and immunization record. STABLE reserves the right to refuse horse if not in proper health upon arrival.
9. **ASSIGNMENT.** This agreement cannot be assigned without the express written consent of STABLE.
10. **TERMINATION.** This agreement is a month to month tenancy and either party may, terminate this Agreement by giving the other party thirty days written notice thereof.
11. **STABLE'S RIGHT TO REFUSE MEMBERSHIP.** STABLE reserves the right to refuse the continuation of membership of any horse for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which STABLE is not equipped to handle; OWNER'S refusal to obey STABLE rules or to cooperate with STABLE on reasonable

requests relative to the management, welfare and safety of animals and people on premises. In such event STABLE shall give OWNER ten (10) days written notice. After all fees have been paid in full this agreement is concluded. Failure to pay fees or other charges as due shall also entitle STABLE to immediately terminate this Agreement, and to keep the animal in STABLE'S possession until all fees and charges are paid in full.

12. **VISITOR/GUEST PERMISSION.** No guests are allowed to ride unless they sign a liability release.
13. **AGREEMENT SCOPE AND GOVERNING LAW.** This Agreement shall be legally binding upon STABLE and OWNER and OWNER'S parents and/or legal guardians, should OWNER be a minor, when signed by both parties. This Agreement is entered into the State of Texas and will be interpreted and enforced under the laws of this state. If any clause, phrase or word is in conflict with State Law then that single part is null and void.
14. **STABLE RULES.** STABLE may from time to time post reasonable rules in connection with the operation of its facilities. Such rules shall become a part of this Agreement and any failure to observe them on the part of Owner or Owner's designees shall constitute a default under this Agreement.
  - a. **NO SMOKING:** STABLE is a no-smoking facility and violation of this provision may result in termination of the agreement.
  - b. **SAFETY EQUIPMENT:** When mounted on the premises, riders shall wear helmets which meet the current ASTM/SEI and/or equivalent European certification standard. When riding over cross-country obstacles, riders shall wear safety vests passing or surpassing the current ASTM/SEI certification standard. Inflatable vests are permitted only when worn over a body protecting vest. Heeled shoes and pants are strongly recommended.
  - c. **NO SUBLETTING:** Subletting memberships is strictly prohibited without prior written approval of STABLE.
  - d. **SCHOOL HORSE:** Use of any horse on STABLE property as a "school horse" is not allowed without prior written approval of STABLE. An OWNER wishing to use any horse as a school horse, with or without compensation, must obtain written approval of STABLE. If approved, person receiving lesson must enter into a non-boarding membership or pay a daily fee and sign applicable liability release.
  - e. Children under 16 must be accompanied and supervised by an adult.
  - f. 20 MPH is posted speed limit.
  - g. Do not drive vehicles onto turf, courses and areas that are not roads or parking lot.

**THIS AGREEMENT IS SUBJECT to the laws of the State of Texas.**

**STABLE AND OWNER AGREE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, ARE AWARE THAT IT CONTAINS A RELEASE OF LIABILITY, THEY ARE SIGNING IT AS THEIR FREE ACT AND DEED WITHOUT ANY COERCION BY ANYONE, AND THEY AGREE TO BE FULLY BOUND BY ITS TERMS.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

"STABLE"

"OWNER"

\_\_\_\_\_

\_\_\_\_\_

By: Willow Draw, LP  
Tre' Book and/or Janet Book  
573 North Bend Road  
Weatherford, Texas 76085  
(817) 999-6727

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

Address  
\_\_\_\_\_  
\_\_\_\_\_

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 THE INHERENT RISKS OF EQUINE ACTIVITIES.**