

# WILLOW DRAW, LP 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: \_\_\_\_\_

Driver license # \_\_\_\_\_ State: \_\_\_\_\_

## 1. **FEES, TYPE OF BOARD AND PAYMENT**

The following types of board and/or membership, fees, payment schedules shall apply:  
*(Please initial the type of board chosen)*

<i>INITIAL</i>	TYPE OF BOARD	FEE
_____	FULL CARE:	\$ 600 per horse (___ horses)
_____	NON-BOARDING MEMBERSHIP:	\$ 75/120/150 per horse (___ horses)
_____	STALL:	\$ 25 per day /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 board 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.

With the exception of Non-Boarding memberships, STABLE provides trailer parking at no additional charge. There are no assigned parking spaces and spots are on a first come basis.

**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.

**EMPTY FEE.** If you leave STABLES with horse for more than 30 days, you shall pay empty fee in lieu of full care, horse in training, self-care fee to retain your agreement. Empty fee is ½ your fee rate. Any days after

30 days while away is charge 1/30<sup>th</sup> the empty fee. Example: if gone for 42 days and full board fee is \$600 per month, first 30 days is \$300, and next 12 days is \$120 for a total of \$420.

## 2. DESCRIPTION OF SERVICES

- a. **FULL CARE:** STABLE is responsible for feed, care and boarding. Specifically, STABLE will provide (1) a constant supply of clean water, (2) feed twice daily, and (3) stalls cleaned once daily.
  - i. If OWNER wants any boarded horse to receive feed and/or nutritional supplements other than what STABLE provides, OWNER must supply such feed and/or nutritional supplements to STABLE in a timely manner. Supplements must be individually packed for each feeding. The feeding of nutritional supplements, supplied by the OWNER, will carry no additional charge. If OWNER wants horse to receive more feed or hay than typically provided by STABLE, additional fees may apply. There is no feeding of your own horse at any time unless cleared by the STABLE management (this does not include horse cookies or treats).
  - ii. STABLE will assign stall and pasture space, as available, to each boarded horse. From time to time, STABLE may determine, in its sole and absolute discretion that it is necessary to move one or more horses to another stall or pasture space for safety and/or other reasons. When feasible, STABLE will attempt to notify OWNER before moving a horse. OWNER agrees to accept STABLE's judgment in such matters. OWNER understands that integrating and keeping horses in pasture is inherently risky and OWNER understands and expressly assumes all risks. Boarder does not own or control stall or pasture. Includes non-boarding membership.
- b. **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.
- c. **STALL:** OWNER is solely responsible for feed and care of horse. STABLE will assign stall space, as available, to each horse. From time to time, STABLE may determine, in its sole and absolute discretion that it is necessary to move one or more horses to another stall space for safety and/or other reasons. When feasible, STABLE will attempt to notify OWNER before moving a horse. OWNER agrees to accept STABLE's judgment in such matters. OWNER understands that integrating and keeping horses in stall is inherently risky and OWNER understands and expressly assumes all risks. OWNER does not own or control stall. Does not include non-boarding membership.

## 3. SPECIAL CIRCUMSTANCES

Reserved.

4. **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."
5. **OWNER RESPONSIBILITY FOR HORSE HEALTH:** ALL boarders are required to adhere to vaccination and parasite control schedules.
  - a. **VACCINATIONS:** Before bringing any horse onto the STABLE premises, OWNER must provide proof that horse has received routine vaccinations within the past year, including but not limited

to Tetanus, Eastern and Western Encephalomyelitis, Rabies, Influenza, Rhino pneumonitis, Strangles and West Nile (unless, by written recommendation of OWNER's veterinarian, horse should not be given any or all of the vaccinations above). OWNER must be able to provide STABLE with proof that OWNER has met ongoing yearly vaccination requirements.

- b. DE-WORMING: STABLE requires that OWNER observe a de-worming schedule and OWNER agrees to administer de-wormer to horse on a schedule of OWNER's choosing. OWNER agrees to be responsible for all costs associated with administering de-worming preparations to each horse.
- c. FARRIER CARE: OWNER agrees to properly care for each horse's hooves, including trims and shoeing.
- d. VETERINARY CARE AND EMERGENCY: If, in STABLE's sole and absolute discretion, any horse appears to require veterinary care, STABLE will contact OWNER at the telephone numbers provided for emergency contact, if practicable. STABLE will contact OWNER's chosen veterinarian. However, If STABLE is unable to reach OWNER and/or OWNER's chosen veterinarian promptly, STABLE may, in its sole and absolute discretion, have any licensed veterinarian administer veterinary care to horse. If veterinary care is administered to horse, OWNER agrees to pay for such veterinary care and all applicable fees. **Boarder understands and agrees that in certain instances, appropriate veterinary care may include euthanasia.**

Dr. \_\_\_\_\_ Phone: \_\_\_\_\_

Vet Emergency Phone: \_\_\_\_\_ Pager: \_\_\_\_\_

In an **extreme** emergency situation where transportation to a veterinary clinic is advised immediately, and the bill can be extraordinary, and you as OWNER cannot be reached you wish the STABLE to: (please provide instructions below including the maximum amount of money authorized for treatment, when horse should be euthanized, and whether it is necessary to contact insurance company prior to treatment and/or euthanasia). (*Write any further instructions below or indicate "not applicable."*)

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- e. GROOMING AND EXERCISE: OWNER is solely responsible for providing adequate exercise and adequate grooming to each horse boarded at STABLE.
6. **FACILITIES.** The OWNER has seen and accepted the property "as is" and is satisfied with the conditions of said property. Initial \_\_\_\_\_
7. **RISK OF LOSS.** During the time that the horse is in custody of 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 the boarding of 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 owned 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 boarding 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.

8. **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 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 in boarding said horse 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.
9. **HOLD HARMLESS.** In consideration of STABLE undertaking the board and 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.
10. **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. STABLE reserves the right to notify Owner within 7 days of horse's arrival if horse is in STABLE opinion, is deemed dangerous, sick or undesirable for boarding stable. In such case, owner is responsible for removing horse within seven (7) days and for all fees incurred during horse's stay and Contract will terminate at that time.
11. **DEFAULT AND RIGHT OF LIEN.** OWNER shall be deemed to be in default of this Agreement upon any failure to pay fees provided for herein when due or if Owner defaults in the performance or observance of any of the covenants or performance of any conditions of this Agreement and such default shall continue for ten (10) days after written notice thereof in any of which cases STABLE may declare this Agreement in default, terminate the Agreement or bring suit for collection of monies due STABLE or seek such other remedies as are available to it by law or take any or all such action. STABLE has the right of lien as set forth in the law of the State of Texas for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said

horse until the indebtedness is satisfactorily paid in full.

12. **ASSIGNMENT.** This Agreement cannot be assigned without the express written consent of STABLE.
13. **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.
14. **STABLE'S RIGHT TO REFUSE BOARD.** STABLE reserves the right to refuse the continuation of board 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; and, also in event of the discontinuation of the business of boarding horses. In such event STABLE shall give OWNER ten (10) days written notice to remove boarded horse from premises. After all fees have been paid in full this agreement is concluded. Failure to pay boarding 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.
15. **VISITOR/GUEST PERMISSION.** In the event someone other than OWNER and/or OWNER'S family members call for, or seek possession of, the boarded horse at STABLE, such parties shall have written permission of other agreed upon pre-arranged permission to remove, handle, or ride specific. **No guests are allowed to ride unless they sign a liability release.**
16. **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.
17. **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 boarding 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 of board and/or 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.
- h. Dogs must be on a leash at all times.

**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"

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

By:

