



**TRAILS**  
OF LAKE LBJ

**STANDARD BOARDING AGREEMENT**

**Property owner:**

Name: The Trails Property Owner's Association, Inc. : P.O. Box 4128, Horseshoe Bay, TX 78657  
Phone No# (830) 598-9400

**Horse owner:**

Name: \_\_\_\_\_ Address \_\_\_\_\_  
PhoneNo# \_\_\_\_\_ Cell# \_\_\_\_\_  
Work phone # \_\_\_\_\_ Other \_\_\_\_\_ e-mail \_\_\_\_\_  
Veterinarian name: \_\_\_\_\_ Phone # \_\_\_\_\_  
Farrier name: \_\_\_\_\_ Phone # \_\_\_\_\_

This agreement is made between The Trails Property Owner's Association., Inc., herein referred to as the STABLE, and \_\_\_\_\_ herein referred to as the BOARDER.

**Fees, Terms, and Location: \*PLEASE REVIEW OPTIONS BELOW IN "FEED & FACILITIES"**

In consideration of \$50.00 per horse per month, paid by BOARDER in advance on the 3rd day of each quarter, STABLE agrees to board the herein described horse(s) at 1806 Hwy 2831, Horseshoe Bay, TX 78657 on a quarterly basis commencing \_\_\_\_\_, 20\_\_\_. Partial months boarding shall be paid on a pro-rated basis based on the numbers of days boarded in a standard 30 day month. Deposit of \$500.00 per horse is required in addition to the first month's boarding fees before STABLE and its facilities can be used by BOARDER.

Any overage in the above and below mentioned fees will be reimbursed when the fee exceeds the expenditures on each horse's owner(s), respective as to the number of horses owned and the amount of consumables so used. The fee may be adjusted by the Board of Directors if necessary. Extra services and consumable overages will also be billed quarterly. Please review the options as noted below for services provided.

**ONLY TWO HORSES PER FAMILY ARE PERMITTED AND HORSES ARE TO BE OWNED BY THE HOMEOWNER OF THE LOT IN THE TRAILS OF LAKE LBJ SUBDIVISION.**

BOARDER shall give one month's notice of his intent to remove said horse(s) from the STABLE. In lieu of one month's notice, one month's board becomes due and payable. STABLE reserves the right to terminate boarding agreement with one month's notice.

**Right of Lien:**

BOARDER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Texas for any amount due for the board and keep of horse(s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right without process of law, to attach a lien to your horse(s) after two (2) months of non-payment or partial payment and STABLE can then sell horse(s) to recover its loss.

Description of Horse(s):

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Color: \_\_\_\_\_ Sex: \_\_\_\_\_

Breed \_\_\_\_\_

Registration/Tattoo Number (if applicable) \_\_\_\_\_

(In the event that this agreement provides the herein described boarding services for more than one horse, the same information, in the same format, as provided this section, shall be set in writing and attached hereto.)

Feed and Facilities:

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse(s).

**PLEASE INITIAL NEXT TO THE OPTION YOU SO CHOOSE, FAILURE OF BOARDER'S INITIALS WILL BE DEEMED AS ACCEPTANCE OF OPTION TWO BELOW.**

     OPTION ONE: \$180.00 additional monthly assessment to use the independent contractor provided by STABLE to provide feeding, turnout and cleaning of the stalls daily.

     OPTION TWO: No additional monthly assessment. The BOARDER will provide his/her feeding, cleaning the stall and turning out their horse(s) daily or shall have the right to contract with their own independent contractor that is approved, in writing, by the Facilities Manager and properly insured as required by the Policy of the Equestrian Center; indemnifying the STABLE (The Trails POA).

PLEASE NOTE: An owner whose horse is left in the stall during the day or overnight and not turned out will be CHARGED \$10.00(ten) per day additionally, for labor and additional shavings. If you choose the self care option and fail to keep your assigned stall clean, the STABLE shall have the option of cleaning the stall and assessing the BOARDER for the labor and necessary to clean it.

HAY: BOARDERS will need to provide their own hay. The STABLE will provide storage to the extent there is enough space available for storage of hay. In the event that there is not enough space for the storage of hay, BOARDER will be responsible for providing their own storage at BOARDER'S own cost. The STABLE is NOT in the business of buying hay nor any other type of feed. BOARDER, their independent contractor, or the independent contractor provided for in Option One above will be responsible for the purchase, transportation and partition of BOARDER'S own hay.

---

ENFORCEMENT

Furthermore, it is expressly recognized and understood that the boarding of said horse(s), as agreed to herein, is not a personal services contract, and accordingly, any services provided for hereunder, may be performed by STABLE or its employees, officers, agents, and/or family member.

The Trails Property Owners Association has the right, through its Board of Directors, to designate a Facilities Manager for the purpose of directing the daily affairs of the Equestrian Center, including but not limited to: the ability to move each horse from its assigned stall to any of the other stalls in the facility, to determine the time and location of each pasture rotation as necessary and to enforce the non-compliance of his or her directives/determinations by reporting the violating BOARDER to the STABLE for further discipline.

---

Ownership and Coggins Test:

BOARDER warrants that it owns said horse(s), that there are no liens against said horse(s), express or implied by law, and will provide prior to time of delivery of said horse(s), to STABLE, proof satisfactory of a negative Coins test, current within the twelve month period immediately preceding delivery of the horse(s) to STABLE.

Emergency Care:

STABLE agrees to attempt to contact BOARDER at all numbers previously provided should STABLE feel that medical treatment is needed for said horse(s). However, in the event the STABLE is unable to contact BOARDER within a reasonable time, which shall be judged and determined solely by STABLE, or veterinarian listed by BOARDER is not available for a stable call, STABLE is hereby authorized to secure emergency veterinary care and/or farrier care, by any licensed providers of such care who are selected by STABLE. All veterinary costs are additional to the boarding fee. Any veterinary charges are the responsibility of the BOARDER, who will be billed directly by the veterinary clinic for any charges, including but not limited to the removal of dead animals from the premises of the STABLE. BOARDER must set up an account with Hill Country Large Animal Veterinary Services, David Fry, D.V.M., for any and all emergency care BEFORE delivery of the horses to the STABLE.

Immunization Record:

Tetanus toxoid date: \_\_\_\_\_

Last deworming date: \_\_\_\_\_ Product used \_\_\_\_\_

Other: \_\_\_\_\_

Allergies: \_\_\_\_\_

Vices: ( ) Cribbing ( ) Kicking ( ) Biting ( ) Other \_\_\_\_\_

Required Veterinary Care:

Rotation deworming and yearly vaccinations needed to insure the health and well being of all animals at the STABLE are required. All costs incurred are the responsibility of the BOARDER. If BOARDER schedules a well animal veterinary call and assistance is needed, STABLE must be notified one (1) week in advance. All veterinary costs are in addition to the boarding fee.

Stable Rules:

BOARDER hereby acknowledges receipt and understanding of the current STABLE rules. BOARDER agrees he and his guests and invitees will be bound and abide by these rules, and accepts responsibility for the conduct of his guests and invitees according to these rules. BOARDER acknowledges the rules include but are not limited to;

- \*If Option Two is chosen, the removal of waste must be disposed of on an off-site facility, designated as such, and not left in any sort of storage device or container on or around the STABLE premises;
- \*STABLE Rules as determined by the Facilities Manager, including the storage of hay;
- \*STABLE Hours of Operation;
- \*Notice of Required Release and Waivers;
- \*Statement of Applicable Texas Equine Liability Laws;
- \*Required Veterinary Care.

STABLE may revise these rules from time to time and BOARDER agrees any revision shall have the same force and effect as current rules. Failure, as determined in the STABLE'S sole discretion, or BOARDER and BOARDER's guest and invitees to abide by STABLE rules may result in STABLE declaring BOARDER in default hereunder and result in termination of this agreement.

---

Risk of Loss:

During the time that the horse(s) is/are in the care of the STABLE, STABLE shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse(s). This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE premises. BOARDER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse(s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft, or equine mortality insurance, and that all risks relating to boarding horse(s), or for any other reason, for which the horse(s) is/are in the possession of STABLE, are to be borne by the BOARDER. STABLE will not be responsible for lost or stolen items.

Hold Harmless:

BOARDER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse(s), BOARDER or his guests and invitees, to anyone; and agrees to pay any legal fees incurred by STABLE in defense of a claim resulting from damage by said horse(s), BOARDER, or his guests and invitees.

Damages:

BOARDER shall be responsible for damage by said horse(s) to property or equipment owned by STABLE unless such damage is due to negligence or improper care of horse(s) by STABLE.

Assignment:

This agreement may not be assigned by BOARDER without the expressed written consent of the STABLE.

Agreement:

This agreement constitutes the entire agreement between the parties. Any modifications or additions must be in writing and signed by all parties. No oral modifications will be considered part of this agreement unless put into writing and signed by all parties.

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

Signed by STABLE: \_\_\_\_\_

Signed by BOARDER: \_\_\_\_\_

Initial to acknowledge receipt of rules and equine activity release: \_\_\_\_\_

---