



The Trails Equestrian Center

A modern equestrian center is central to the design of The Trails of Lake LBJ development. The acreage home sites and miles of Texas Hill Country give property owners a true sense of ranch living.

The Trails of Lake LBJ offers a unique experience for those people who enjoy horses and the love of riding. The Trails of Lake LBJ is a development on one of the most beautiful ranches in the Texas Hill Country, affording magnificent views and lovely valleys of trees and native landscape.

The Equestrian Center sits adjacent to Indian Creek, and riders can access the riding trails without interrupting the serenity of the hill country. The infrastructure includes stables, a round pen and a professional exercise arena. Whereas, the equestrian center is not a commercial operation, it does afford its property owners a tremendous amenity that will surely add to the Texas Hill Country lifestyle.

Our boarding facilities include:

- 12 x 12 matted stalls, 5 with attached turn-out
- Electric outlets for fans and heaters available for stall-boarded horses
- Four cross-tie areas in barn aisle
- 2 indoor hot and cold wash racks
- Vet stock
- Tack room
- Riding trails around the development
- Outside exercise arena
- 60 Foot Round Pen
- Adjoining Pasture
- Four-rail Fencing

SERVICES PROVIDED BY THE TRAILS OF LAKE LBJ

- Feed grain and hay as directed by owners, but no more than twice daily.
- Feed daily supplements as directed by horse owners.
- Visual inspection twice daily for stalled horses. (1)
- Clean the stalls on a daily basis. Remove shavings, wash and disinfect once per quarter.
- Turn out for stalled horses as directed by the owners, but no more than once per day.
- Blanketing of horses as directed by the owners.
- Severe or cold weather turn-in at the discretion of The Trails.
- Provided fresh and clean water at all times.
- All equestrian center stalls and pastures available on a first-come, first-serve basis.
- Overall maintenance and upkeep of the facility, pastures and grounds area.
- All grain and supplements are to be provided by the horse owner.
- Hay will be purchased by The Trails and the cost prorated by horses currently boarded at the stables billed to the owners.

FEE STRUCTURE (3)

- Stall with turn-out \$1,200.00 per horse per year paid annually.
- Stall with no turn-out \$1,000.00 per horse per year paid annually.
- Run-shed pasture \$ 500.00 per horse per year paid annually.
- Damage Deposit (2) \$ 500.00 per horse.

PLEASE NOTE:

A MAXIMUM OF TWO (2) HORSES PER FAMILY WILL BE ALLOWED TO UTILIZE THE EQUESTRIAN CENTER AMENITIES.

ALL BOARDERS MUST COMPLETE BOARDING AGREEMENT, PROVIDE PROPER DOCUMENTATION REGARDING VACCINATIONS, COGGINS, ETC. AND HAVE PAID IN FULL APPLICABLE BOARDING FEES AND DEPOSIT PRIOR TO HORSE BEING ADMITTED TO THE EQUESTRIAN CENTER PROPERTY.

THE ANNUAL FEES ARE AN ESTIMATE BASED ON HISTORICAL COST OF LABOR AND SUPPLIES. ADDITIONAL FEES MAY BE ASSESSED DUE TO INCREASES IN THE COSTS OF MATERIAL OR LABOR DURING THE YEAR.

- (1) Visual inspection involves a superficial observation only and the sole responsibility is to report to the horse owner any obvious wounds or issues. If the horse owner is not available, then the call will go to the manager of the equestrian center committee.
- (2) The damage deposit is a refundable deposit that will be returned to the horse owner when the horse is permanently removed from the equestrian center. The refund will be less any hold-back for damages attributable directly to that specific horse.
- (3) Fees are subject to change.

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 _____

Phone No # _____ Cell # _____

Work phone # _____ Other _____

E-mail _____

Veterinarian _____ Phone # _____

Ferrier _____ Phone # _____

Authorized Back-up Veterinarian _____

Telephone # _____ Open Account Yes/No _____

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:

In consideration of the fee schedule listed below, paid by BOARDER in advance on the 1st day of every year, STABLE agrees to board the herein described horse(s) at 1806 Hwy 2831, Horseshoe Bay, TX 78657 on an annual basis commencing _____, 20___. Partial year boarding shall be paid on a pro-rated basis based on the numbers of days boarded in a standard year.

Stall with turn-out	\$1,200.00 per year per horse
Stall with no turn-out	\$1,000.00 per year per horse
Run-shed pasture	\$ 500.00 per year per horse
Damage Deposit	\$ 500.00 per horse

It is understood by the property owner that a maximum of two (2) horses per family will be allowed to utilize the Equestrian Center amenities.

Accounts not settled after 15 days of due date will be charged a flat penalty of \$15.00. Payments not made within 30 days of due date; will incur an additional late charge of 20% per that month. Payments not made in 60 days, will incur sale of said equine to pay board fees incurred, unless payment arrangements are made.

BOARDER shall give one month's notice of his intent to remove said horse(s) from the STABLE.

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:

- Feed grain and has as directed by owners, but no more than twice daily.
- Feed daily supplements as directed by horse owners.
- Visual inspection twice daily for stalled horses. (See note (1) on page 1)
- Clean stalls on a daily basis. Remove shavings, wash and disinfect once per quarter.
- Turn-out for stalled horses as directed by owners, but no more than once per day.
- Blanketing of horses as directed by the owners.
- Severe or cold weather turn-in at the discretion of The Trails.
- Provide fresh and clean water at all times.
- All equestrian-center stalls and pastures available on a first-come, first-serve basis.
- Overall maintenance and upkeep of the facility, the pasture and the grounds area.
- All grain and supplements are to be provided by the horse owner.
- Hay will be purchased by The Trails and the cost prorated by horse and billed to the owners on a quarterly basis.

Special Instructions to STABLE:

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.

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 Coggins 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 furrier care, by any licensed providers of such care who are selected by STABLE. Boarder agrees to set up an open account at either the STABLE'S recommended veterinary, or a back-up veterinary of BOARDER'S choosing. 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. In the event that direct billing is not approved by the care provider, the cost of such care secured shall be due and payable by BOARDER fifteen (15) days from the date BOARDER receives notice thereof from the STABLE.

Immunization Record:

Tetanus toxoid date: _____

Last deworming date: _____

Product used _____

Other: _____

Allergies: _____

Vices: () Cribbing () Kicking () Biting () Other _____

Required Veterinary Care:

Rotation de-worming 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;

STABLE Safety Rules (See Attachment A)

STABLE Hours of Operation (See Attachment A)

Notice of Required Release and Waivers (See Attachment B)

Statement of Applicable State Equine Liability Laws

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 by 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: _____

Attachment A

1. No set hours of operation. However, please notify STABLE staff if you will be using the barn or STABLE facilities after daylight hours.
2. No smoking allowed in the barn area.
3. Dogs must be restrained.
4. Minors must wear safety approved riding helmets.
5. Barn aisle must be kept clear.
6. Tidy STABLE premises and facilities after use.
7. Please make sure that all opened doors and gates (stall, feed, tack, office, restroom, and pasture) are closed and secured after use.
8. Notify STABLE staff if first aid supplies are used so that they may be replaced.
9. Storage and maintenance of tack is BOARDER'S responsibility. STABLE is not responsible if it is lost, stolen, or misplaced.

Attachment B

RELEASE AND HOLD HARMLESS AGREEMENT

I, _____, do hereby voluntarily request to be permitted to come upon the property of The Trails Property Owners Association., Inc., hereinafter referred to as the STABLE, for the purpose of participating in equine activities.

I am fully aware and understand, that horses are unpredictable by nature; that when frightened, angry, or under stress, a horse's natural instincts are to jump forward or sideways, to run away from danger at a trot or gallop, to kick, to buck, to rear up, or to bite and that horses are extremely powerful. I understand that I could be injured as a result of any of these or other actions of a horse, I understand these risks, and I voluntarily assume these risks and dangers.

I further understand that upon mounting a horse or driving a carriage and/or taking up the reins, the rider/driver is in primary control of the horse, and that the STABLE is not responsible for the results of the rider's/driver's actions or inactions or for the actions of the horse, or for faulty equipment. I am aware that the wearing of an approved riding helmet can reduce the chance of injury.

I fully understand and agree that I alone, am to be responsible for any bodily injury or property damage which I could sustain on the grounds of the STABLE while engaged in general recreation, riding, driving, viewing, or caring for a horse, and for any time I should lose from employment or other activity, and medical expenses or any other expenses incurred because of such bodily injury or property damage.

In acknowledgement of the above, I hereby, for myself and my heirs, **HOLD HARMLESS the STABLE** and respective employees, agents, and all other participants of and from all claims, demands, actions and causes of action for such injuries sustained to my person or property.

I understand and agree that, in exchange for being permitted to participate in general recreational activities and/or the boarding, viewing, caring for, riding, or driving of horses on the property of the STABLE, I am voluntarily assuming the risks of any injury or property damage that might occur for ANT REASON and acknowledge my agreement that I may not bring a lawsuit or a claim of any against the STABLE, it's employees, officers, or agents for such injuries and/or property damage. If I should bring such claim or lawsuit in violation of this agreement, I agree that I shall be liable to the STABLE for any reasonable attorney's fees and expenses that may be incurred by the STABLE in defending against such claims.

I further agree to indemnify and reimburse the STABLE, their employees, agents, or officers for any injury and/or property damage to any third person as a result of any action or inaction on my part. This indemnification includes the reasonable cost of attorney's fees and expenses incurred by the STABLE in defending against any such suit.

I testify that I have read and understand and agree to the above.

Signed: _____ Date: _____

Printed Name: _____

Guardian or Parent of: 1. _____ 2. _____