

# FREEMAN RANCH & STABLES

## BOARDING AGREEMENT

THIS AGREEMENT, dated and effective the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ made between Freeman Ranch & Stables, L.L.C., a Texas limited liability corporation, with its principal office located at 28340 Sharp Road, Katy, Texas 77493 (hereinafter, "FREEMAN RANCH"); and \_\_\_\_\_ (hereinafter, "OWNER").

### 1. FEES, TERM & LOCATION.

In consideration of:

\$\_\_\_\_\_ for the balance of the first partial Contract Month paid by OWNER in advance upon the execution of this Agreement; and

\$\_\_\_\_\_ per month paid by OWNER in advance on the 1<sup>st</sup> day of each Contract Month; and

\$\_\_\_\_\_ security deposit per horse paid by OWNER upon the execution of this Agreement to be applied to final Contract Month subject to compliance with Section 17 below.

\$\_\_\_\_\_ key deposit per key paid by owner upon the execution of this Agreement for \_\_\_\_\_ tack room keys to be returned to OWNER within thirty (30) days following the later of both the termination of this Agreement and the surrender of the tack room key(s).

FREEMAN RANCH agrees to board the herein described horse(s) at FREEMAN RANCH located at 28340 Sharp Road, Katy, Texas 77493 commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ on a month-to-month basis for a term beginning on the 1<sup>st</sup> day of the Contract Month. A "Contract Month" is defined hereunder as the one month period commencing on the \_\_\_\_\_ day of each calendar month.

### 2. DESCRIPTION OF HORSE(S).

#### Horse #1

- 1) Name: \_\_\_\_\_
- 2) Age: \_\_\_\_\_
- 3) Color: \_\_\_\_\_
- 4) Breed: \_\_\_\_\_
- 5) Sex: \_\_\_\_\_
- 6) Registration #: \_\_\_\_\_  
(if applicable) \_\_\_\_\_

- 1) Name: \_\_\_\_\_
- 2) Age: \_\_\_\_\_
- 3) Color: \_\_\_\_\_
- 4) Breed: \_\_\_\_\_
- 5) Sex: \_\_\_\_\_
- 6) Registration #: \_\_\_\_\_  
(if applicable) \_\_\_\_\_

#### Horse #2

#### Horse #3

- 1) Name: \_\_\_\_\_

- 2) Age: \_\_\_\_\_
- 3) Color: \_\_\_\_\_
- 4) Breed: \_\_\_\_\_
- 5) Sex: \_\_\_\_\_
- 6) Registration #: \_\_\_\_\_  
(if applicable)

Horse #4

- 1) Name: \_\_\_\_\_
- 2) Age: \_\_\_\_\_
- 3) Color: \_\_\_\_\_
- 4) Breed: \_\_\_\_\_
- 5) Sex: \_\_\_\_\_
- 6) Registration #: \_\_\_\_\_  
(if applicable)

**3. FEED & FACILITIES.**

FREEMAN RANCH agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the horse(s) in accordance with the boarding package designated below as more fully described in Exhibit "A" attached hereto.

Horse #1  
Boarding Package:

- Option #1 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.
- Option #2 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.
- Option #3 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.
- Option #4 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.

Horse #3  
Boarding Package:

- Option #1 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.
- Option #2 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.
- Option #3 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.
- Option #4 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.

Horse #2  
Boarding Package:

- Option #1 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.
- Option #2 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.
- Option #3 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.
- Option #4 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.

Horse #4  
Boarding Package:

- Option #1 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.
- Option #2 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.
- Option #3 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.
- Option #4 \_\_\_\_\_ Rate \_\_\_\_\_/Mth.

FREEMAN RANCH'S fee schedule may change at any time. Should such a change be required, FREEMAN RANCH shall provide OWNER no less than thirty (30) days advance written notice with such changes becoming effective on the first day of the Contract Month following the Contract Month in which the thirty (30) days advance written notice elapses.

**4. EXERCISE.**

Unless expressly agreed otherwise in Section 5 below, the OWNER shall be solely responsible for the exercise of the horse(s).

**5. SPECIAL INSTRUCTIONS.**

OWNER provides the following special instructions to FREEMAN RANCH with regard to the care of the horse(s):

Horse #1  
Special Instructions:

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Horse #2  
Special Instructions:

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Horse #3  
Special Instructions:

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Horse #4  
Special Instructions:

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**6. EMERGENCY CARE.**

FREEMAN RANCH agrees to attempt to contact OWNER should FREEMAN RANCH feel that professional care/treatment (e.g., veterinary and/or farrier care) is needed for said horse(s)---or for the health and/or safety of other FREEMAN RANCH horse(s)---but, in the event FREEMAN RANCH is unable to contact OWNER or should OWNER fail to secure such professional care/treatment once contacted by FREEMAN RANCH, FREEMAN RANCH is then authorized to secure such professional care/treatment on the OWNER'S behalf which, in the reasonable judgment of FREEMAN RANCH, is required for the health and well-being of said horse(s) or for the health and/or safety of other FREEMAN RANCH horse(s). All costs of such care secured shall be paid by OWNER within fifteen (15) days from the date OWNER receives notice thereof, or FREEMAN RANCH is authorized, as OWNER'S agent, to arrange direct billing to the OWNER.

Veterinarian Name:

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Farrier Name:

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Veterinarian Phone Number:

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Farrier Phone Number:

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7. **ROUTINE VETERINARY & FARRIER SERVICES.**

From time to time, FREEMAN RANCH may arrange veterinary and/or farrier services. FREEMAN RANCH shall post a notice on the board outside of the business office of any scheduled arrangements. Prior to the dates scheduled for the veterinary and/or farrier services, OWNER shall advise FREEMAN RANCH of any requested services for OWNER'S horse(s) and shall remit payment in full for such services. Any costs incurred in excess of OWNER'S advance payment shall be paid by OWNER to FREEMAN RANCH within seven (7) days from the date OWNER receives notice thereof, or FREEMAN RANCH is authorized, as OWNER'S agent, to arrange direct billing to the OWNER. Unless other arrangements have been made with FREEMAN RANCH in advance and except as described in Section 5 hereto, no services shall be provided unless such services are expressly requested and payment in full is remitted in advance to FREEMAN RANCH.

In the event OWNER requests veterinary and/or farrier services requiring participation by FREEMAN RANCH, OWNER shall pay an additional fee of \$10.00 per horse per veterinary and/or farrier visit. All costs of such care shall be paid by OWNER on the first day of the Contract Month following the Contract Month in which the services are rendered.

8. **GROOMING.**

From time to time at the request of OWNER, FREEMAN RANCH shall provide reasonable grooming for said horse(s) for an additional fee of \$25.00 per horse per grooming. All costs of such care shall be paid by OWNER on the first day of the Contract Month following the Contract Month in which the services are rendered.

9. **OWNERSHIP.**

OWNER warrants that OWNER owns said horse(s) and that there are no liens against said horse(s), express or implied by law.

10. **HEALTH WARRANTY.**

OWNER warrants that said horse(s) are free from transmissible diseases and current on immunizations for tetanus, rabies and flu/rhino. Prior to the time of delivery of horse(s) to FREEMAN RANCH, OWNER shall provide the following for said horse(s):

- 1) an immunization record; and
- 2) proof satisfactory to FREEMAN RANCH of a negative Coggins test within six (6) months of date of arrival at FREEMAN RANCH; and
- 3) proof satisfactory to FREEMAN RANCH of a worming within thirty (30) days of date of arrival at FREEMAN RANCH.

From time to time as necessary, OWNER shall arrange routine health care for said horse(s) at OWNER'S expense including, but not limited to, worming, immunizing, and teeth floating.

11. **VISITOR ACCESS TO HORSE(S).**

FREEMAN RANCH shall refuse access to horse(s) to anyone other than OWNER and/or OWNER'S family members or guests without express written permission from OWNER except as provided in Section 7 hereto.

**12. OWNER'S ACCEPTANCE OF RESPONSIBILITY.**

OWNER agrees that any failure to remit payment to FREEMAN RANCH in accordance with the terms of this Agreement may result in the assessment of a late charge based on the following schedule:

|                  |         |
|------------------|---------|
| 1 – 7 days Late  | \$10.00 |
| 8 – 14 days Late | \$25.00 |
| 15+ days Late    | \$50.00 |

OWNER agrees that any returned check from OWNER shall result in the assessment of a \$30.00 service charge due immediately upon notice being provided by FREEMAN RANCH to OWNER. Unless agreed otherwise, all payments under this Agreement following notification to OWNER of a returned check shall be paid by cash or money order.

OWNER agrees that the duplication of the tack room key(s) is expressly prohibited hereunder. OWNER'S failure to comply with this provision may result in OWNER'S forfeiture of the security deposit described in Section 1 hereto. At OWNER'S request, FREEMAN RANCH shall replace OWNER'S key(s) for a \$10.00 service charge per key.

OWNER hereby acknowledges that horseback riding and horse driving is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. OWNER further acknowledges that no horse is a completely safe horse.

OWNER acknowledges that OWNER inspected the premises of FREEMAN RANCH prior to entering into this Agreement and is satisfied that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER, OWNER'S horse(s), OWNER'S family, and OWNER'S visitors as described in Section 11 hereto.

OWNER agrees to maintain personal liability insurance on the horse(s) and to provide proof satisfactory to FREEMAN RANCH if requested.

**13. RISK OF LOSS.**

While in the custody of FREEMAN RANCH, FREEMAN RANCH shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s). This includes, but is not limited to, any personal injury or disability the horse(s) may receive while on FREEMAN RANCH'S premises. OWNER fully understands that FREEMAN RANCH does not carry any insurance on the horse(s) not owned by it for boarding or for any other purposes, for which the horse(s) are covered 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 said horse(s) is (are) on the premises of FREEMAN RANCH, are to be borne by OWNER. Likewise, OWNER fully understands that while on FREEMAN RANCH'S premises, direct loss, damage, theft or injury to OWNER'S horse(s), tack, equipment, and trailer is not covered by FREEMAN RANCH'S insurance. OWNER agrees it is responsible for carrying shall carry personal property insurance under a homeowners', tenants', or other insurance policy, or under a separate policy as in the case of the loss of a horse.

**14. HOLD HARMLESS.**

In consideration of FREEMAN RANCH undertaking the services described in this Agreement, OWNER agrees to hold FREEMAN RANCH harmless and to release FREEMAN RANCH, its owners, agents, employees, officers, members, premises owners, insured and affiliated organizations from legal liability due to FREEMAN RANCH'S ordinary negligence; OWNER further agrees that it shall not, except in the event of FREEMAN RANCH'S gross negligence and willful misconduct, bring any claims, demands, actions or causes of action against FREEMAN RANCH related to this Agreement and arising out of the bodily injury, death or property damage sustained by OWNER, OWNER'S family, OWNER'S guest(s), or OWNER'S visitor(s) as described in Section 11, the injury to or loss by death of OWNER'S horse(s), and/or from any claim resulting from damage or injury caused by OWNER, OWNER'S family, OWNER'S guest(s) or OWNER'S visitor(s) as described in Section 11 to FREEMAN RANCH property or to anyone on FREEMAN RANCH property and agrees to pay any legal fees, and/or expenses incurred by FREEMAN RANCH in defense of such claims.

**15. DEFAULT.**

Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of default by one party, the other party shall have the right to recover attorneys' fees and court costs incurred as a result of said default.

**16. ASSIGNMENT.**

This Agreement cannot be assigned by the OWNER without the express written consent of FREEMAN RANCH.

**17. NOTICE OF TERMINATION.**

This Agreement is a month-to-month agreement and either party may terminate this Agreement by giving the other party thirty (30) days prior written notice. **Termination shall be effective on the first day of the Contract Month following the Contract Month in which the thirty (30) days prior written notice period elapses.** FREEMAN RANCH expressly reserves the right to refuse to serve any person and to refuse to continue to serve any OWNER.

**18. REFUNDS.**

Under no circumstances will FREEMAN RANCH issue any refunds to OWNER under this Agreement. OWNER expressly acknowledges its understanding of and agreement to this arrangement with FREEMAN RANCH and shall not pursue any refunds from FREEMAN RANCH of any fees and/or security deposits for any planned or unplanned circumstances including, but not limited to, the death of OWNER'S horse.

**19. RIGHT OF LIEN.**

The OWNER hereby grants a possessory lien against the horse(s) and OWNER'S personal property located on FREEMAN RANCH'S premises to FREEMAN RANCH for the value of all unpaid charges resulting from this Agreement. FREEMAN RANCH shall have the

immediate right, without process of law, to retain OWNER'S horse(s) and personal property located on FREEMAN RANCH'S premises until the amount of such indebtedness is discharged; provided, further, should OWNER fail to pay such indebtedness, FREEMAN RANCH may sell OWNER'S horse(s) and/or personal property located on FREEMAN RANCH'S premises at private or public auction pursuant to the law of the State of Texas. OWNER expressly waives, to the extent possible, all rights of notice of such private or public auction and hereby authorizes FREEMAN RANCH to dispose of OWNER'S horse(s) and personal property to discharge any of OWNER'S indebtedness including, but not limited to, the costs incurred by FREEMAN RANCH to exercise its right of lien in accordance with this Section 19.

**20. DRAFTING PRESUMPTION.**

No presumption shall operate in favor or against FREEMAN RANCH or OWNER as a result of any responsibility or role that either may have had in the drafting of this Agreement.

**21. WAIVERS.**

No waiver by FREEMAN RANCH of any default(s) by OWNER in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting party from performance of any other provision, condition or requirement hereunder.

**22. CHOICE OF LAW.**

THIS AGREEMENT SHALL BE LEGALLY BINDING UPON FREEMAN RANCH AND THE OWNER. THIS AGREEMENT IS ENTERED INTO IN HARRIS COUNTY, TEXAS AND WILL BE INTERPRETED AND ENFORCED UNDER THE LAWS OF THE STATE OF TEXAS. ANY DISPUTES BY THE OWNER SHALL BE LITIGATED IN HARRIS COUNTY, TEXAS. IF ANY CLAUSE, PHRASE OR WORD IS IN CONFLICT WITH THE LAW OF THE STATE OF TEXAS, THEN ONLY THAT PART IS NULL AND VOID.

**23. 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.**

(Signature page to follow.)

By signing below, OWNER:

- 1) acknowledges that it has read and understands the provisions in this Agreement including the provisions describing the warnings, OWNER'S assumption of risk, OWNER'S responsibilities, and OWNER'S release of FREEMAN RANCH; and
- 2) attests that all stated facts are true and accurate.

Accepted and agreed this  
\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

FREEMAN RANCH

\_\_\_\_\_  
(Signature)

Derek Freeman  
Freeman Ranch & Stables  
28340 Sharp Road  
Katy, Texas 77493  
(281) 371-2111  
(713) 416-7792  
[DFreemanRanch@aol.com](mailto:DFreemanRanch@aol.com)  
[www.FreemanRanchandStables.com](http://www.FreemanRanchandStables.com)

Accepted and agreed this  
\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

OWNER OR OWNER'S LEGAL GUARDIAN  
IF OWNER IS UNDER 18 YEARS OF AGE

\_\_\_\_\_  
(Signature)

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone – Home: \_\_\_\_\_

Phone – Cell: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_  
\_\_\_\_\_



# EXHIBIT "A"

Boarding Option #1:

Pasture Board:

Grain Feeding Once Daily  
Tack Storage  
900 Acre Riding Access  
Covered, Lighted Riding Arena  
Lighted Riding Arena  
Round Pen  
Wash Rack  
Hot Walker

Boarding Option #2:

Pasture Board:

Grain Feeding Twice Daily  
Tack Storage  
900 Acre Riding Access  
Covered, Lighted Riding Arena  
Lighted Riding Arena  
Round Pen  
Wash Rack  
Hot Walker

Boarding Option #3:

10 x 10 Box Stall w/Run

Grain Feeding Twice Daily  
Hay Twice Daily  
Daily Turn-Out  
Stalls Cleaned Daily  
Tack Storage  
900 Acre Riding Access  
Covered, Lighted Riding Arena  
Lighted Riding Arena  
Round Pen  
Wash Rack  
Hot Walker

Boarding Option #4:

12 x 12 Barnmaster Box Stall

Grain Feeding Twice Daily  
Hay Twice Daily  
Daily Turn-Out  
Stalls Cleaned Daily  
Fly Spray System  
Locked Tack Room  
900 Acre Riding Access  
Covered, Lighted Riding Arena  
Lighted Riding Arena  
Round Pen  
Wash Rack  
Hot Walker

## OTHER AMENITIES:

Picnic Tables and Barbeque Grill Available to All Boarders.

Public Restrooms with Shower Available to All Boarders.

Washer/Dryer Available to All Boarders.

No Smoking is Allowed in any Freeman Ranch Barn.

Horse Rental Available - \$25.00 Per Hour Per Horse.

Overnight Stall Rental - \$25.00 Per Night.