



DIAMOND C STABLES & RANCH LLC
27030 TOUTANT BEAUREGARD
BOERNE, TEXAS 78006
210-514-0300

BOARDING CONTRACT

This Boarding Contract is made and entered into by and between, Diamond "C" Stables and Ranch LLC, hereinafter referred to as "Diamond C" and _____, hereinafter designated "Boarder".

For and in consideration of the agreements hereinafter set forth, Boarder and Diamond "C" mutually agree as follows:

This agreement shall begin on _____ Boarder shall pay Diamond "C" for services, as described below, a fee of \$800.00 for board per month. This fee is due and payable in advance upon the execution of this contract and on the first (1st) day of each month thereafter to Diamond "C" Stables & Ranch. **Boarding payments received after the fifth (5th) of the month will incur a Ten Dollar (\$10.00) late charge plus one (\$1) per day thereafter. The boarding fee shall include:**
HAY, FEED, STALL, TURNOUT AND STALL CLEANING

Boarder shall arrange regular veterinarian and farrier attention. Boarder agrees to keep horse shod on a regular basis as required by farrier. Boarder shall be solely responsible for all charges invoiced by veterinarian and farrier. Boarder hereby gives Diamond "C" permission to contact Boarder's veterinarian for any necessary treatment. If Boarder's veterinarian of choice is unavailable, Boarder hereby gives Diamond "C" permission to contact any available veterinarian for treatment. Boarder shall be responsible for and shall timely pay all veterinarian charges incurred.

11. **EMERGENCY CARE;** Stable agrees to attempt to contact Owner should Stable, feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary or ferrier care required for the health and well being of the said horse(s). All costs of such care incurred shall be paid by Owner of horse within fifteen (15) days.

INITIAL _____
2. **STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENNG ILLNESS. UNLESS STABLE IS INSTRUCTED HEREIN OR ON OWNER'S HORSE INFORMATION SHEET, BY OWNER THAT THE HORSE(S) IS/ ARE NOT A SURGICAL CANDIDATES.** YES _____ NO INITIAL _____ UP TO WHAT AMOUNT WOULD YOU BE WILLING TO SPEND ON VETINARIAN CHARGES _____.

This contract is non-assignable and non-transferable.

1. This agreement may be terminated upon thirty- (30) day's written notice given by either party. If the termination date falls during a given month, Boarder agrees to a short rate fee of \$ 25 per day for board. If Boarder fails to give Diamond "C" thirty days written notice prior to vacating, Boarder agrees to pay a penalty of \$30.00 in addition to daily short rate fees previously indicated. Written notice shall be made in writing and submitted to Diamond "C" or mailed in a timely manner to allow the full thirty days notice from receipt of same.

2. Boarder has received a list of rules for Diamond "C" and agrees to abide by all rules of the facility and understands that failure to abide by these rules will result in Boarder being given notice by Diamond "C" to vacate by a given date and under said circumstances the thirty day rule shall not apply and is waived by Boarder. Diamond "C" reserves the right to change fees by giving Boarder thirty days written notice of such changes. If Boarder objects to the fee change, Boarder may terminate the agreement as provided in paragraph 4 above; this contract will remain in full force and effect and will be automatically revised to reflect the new fee.

3. Prior to boarding a horse, Boarder agrees to furnish Diamond "C" with a copy of all health records to include, but not limited, to **negative coggins, strangles, vaccinations, & worming schedule.**

4. As further consideration for allowing Boarder to keep Boarder's horse on Diamond "C" premises, to the fullest extent permitted by law, Boarder shall indemnify and hold harmless Diamond "C", its agents, employees, principals, and representatives from and against claims, damages, losses or expense attributable to injury, sickness, disease, or death of Boarder's horse, or to injury, damage, or destruction of tangible property, including loss of use resulting therefrom, of Boarder or others as a result of Boarder, Boarder's agents, Boarder's employees, Boarder's representatives, Boarder's guests, Boarder's property, or Boarder's horse being on the premises of Diamond "C" regardless of whether or not such claim, damage, loss or expense is caused in whole or part by the negligent or reckless acts or omissions of Diamond "C" including, but not limited to injuries caused by faulty equipment or tack, inexperienced riders or trainers, or dangerous latent land conditions. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce the limitation of liability established by statute for equine activities.

5. Boarder hereby grants Diamond "C" a security interest in Boarder's horse to secure payment of all fees and other expenses due Diamond "C" under this contract or by law. Boarder authorizes Diamond "C" to sell Boarder's horse at a public or private sale if Boarder has not paid the fees due after 30 days written notice of intent to sell. Diamond "C" shall apply the proceeds of the sale to the unpaid charges and the reasonable costs of holding the sale. Diamond "C" shall pay any excess proceeds to the person entitled to them. Boarder expressly waives any statutory rights concerning notice or the manner of the sale. In the event that payment by Boarder by check or money order is dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the account upon which it was drawn has been closed, the security interest granted by Boarder shall continue and Diamond "C" shall be entitled to take possession of the horse. Boarder shall pay all costs of repossession.

6. If any provision of the contract shall, for any reason, be held violative of any applicable law and therefore unenforceable, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein, which shall remain in full force and effect.

7. This document represents the entire agreement of the parties.

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.**

Executed this _____ day of _____

BOARDER

Boarder's Signature (Adult)

Boarder's Address

Home Phone Mobile Phone Office Phone

Name and Telephone Number of Veterinarian of Choice

DIAMOND "C" RANCH & STABLES

BY: _____

Description of Horse

Name of Horse

Registration

BOARDER/HORSE INFORMATION SHEET

OWNER NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____

WORK TELEPHONE: _____

E-MAIL ADDRESS: _____

HORSE'S NAME: _____ SEX _____
BREED _____ DOB _____ COLOR _____
REGISTRATION: _____
INSURANCE: _____

ALLERGIES
(DRUG,FOOD,ETC.) _____

PAST HISTORY OF RE-OCCURRING ILLNESS

VETERINARIAN _____ PHONE# _____
UP TO WHAT AMOUNT ARE YOU WILLING TO PAY IF YOU CAN NOT BE REACHED
FOR VETERIANRIAN SERVICES _____

**IF WE ARE UNABLE TO REACH YOU IN AN EMERGENCY, SO WE HAVE
PERMISSION TO CALL YOUR VETERINARIAN?** _____

**IF YOUR VETERINARIAN IS NOT AVAILABLE DURING AN EMERGENCY, DO WE HAVE YOUR
PERMISSION TO CALL AN ALTERNATE VETERINARIAN OF OUR CHOICE?** _____

FERRIER _____ PHONE _____
FERRIER SCHEDULE _____

IS THERE ANY OTHER INFORMATION REGARDING EITHER YOUR HORSE OR YOURSELF NOT
LISTED ON THE INFROMATION SHEET THAT YOU FEEL WE SHOULD BE AWARE OF?
