

(210) 514-0300

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daculver16@gmail.com

DIAMOND C STABLES & RANCH LLC 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 as "**Boarder**."

In consideration of the agreements set forth herein, Diamond C and Boarder mutually agree as follows:

1. <u>Term and Payment</u>: This agreement shall commence on ______, 20_____. This contract is non-assignable and non-transferable. Boarder shall pay Diamond C a fee of \$800.00 per month for board services as described below. This fee is due and payable in advance upon execution of this contract and on the first (1st) day of each month thereafter. <u>Payments received after the</u> <u>fifth (5th) of the month will incur a late charge of Ten Dollars (\$10.00), plus an additional One Dollar</u> (\$1.00) per day thereafter. The monthly boarding fee includes:

HAY, FEED, STALL, TURNOUT AND STALL CLEANING

2. <u>Horse Maintenance</u>: Boarder shall arrange for regular veterinarian and farrier services. Boarder agrees to keep the horse shod on a schedule recommended by the farrier. Boarder assumes full responsibility for all veterinary and farrier charges and hereby authorizes Diamond C to contact Boarder's designated veterinarian for necessary treatment. If Boarder's preferred veterinarian is unavailable, Diamond C is authorized to contact an alternative veterinarian. Boarder is responsible for timely payment of all incurred veterinary charges.

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3. <u>Emergency Care</u>: Diamond C will make reasonable efforts to contact Boarder if medical treatment is deemed necessary for the horse(s). If unable to reach Boarder, Diamond C is authorized to secure emergency veterinary or farrier care to protect the health and well-being of the horse(s). All costs incurred for such care shall be payable by Boarder within fifteen (15) days.

4. <u>SURGICAL CARE</u>: UNLESS INSTRUCTED OTHERWISE HEREIN OR IN THE HORSE INFORMATION SHEET, DIAMOND C WILL ASSUME BOARDER CONSENTS TO SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN FOR COLIC OR OTHER LIFE-THREATENING CONDITIONS.

□ CONSENT TO SURGICAL CARE □ DECLINE SURGICAL CARE ____

(initial)

MAXIMUM AMOUNT AUTHORIZED FOR VETERINARY EXPENSES: \$_____

5. <u>Termination</u>: This agreement may be terminated by either party with thirty (30) days' written notice. If the termination date falls within a month, Boarder agrees to pay a prorated fee of \$25 per day. Should Boarder fail to provide thirty days' written notice prior to vacating, a \$30.00 penalty will be assessed in addition to the prorated daily fees. Written notice should be submitted directly to Diamond C or mailed in a timely manner to ensure a full thirty days' notice.

6. <u>Notice to Vacate</u>: Boarder acknowledges receipt of Diamond C's facility rules and agrees to abide by them. Failure to adhere to these rules may result in a **Notice to Vacate**, issued by Diamond C, specifying a date by which the horse(s) must be removed from Diamond C premises. In such cases, the thirty-day notice period is waived. Diamond C reserves the right to adjust fees by providing Boarder with thirty days' written notice. Should Boarder object to a fee change, termination is permitted under paragraph 5, and this contract will be revised to reflect any new fee.

7. <u>Health Records</u>: Prior to boarding, Boarder shall furnish Diamond C with all relevant health records, including but not limited to negative Coggins test, strangles vaccinations, and worming schedule.

8. <u>Indemnification</u>: As further consideration for boarding at Diamond C, to the fullest extent permitted by law, Boarder agrees to indemnify and hold harmless Diamond C, its agents, employees,

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principals, and representatives against any claims, damages, losses, or expenses related to injury, illness, disease, or death of the Boarder's horse(s), as well as any injury, property damage, or loss resulting from the actions of Boarder, Boarder's agents, employees, guests, property, or horse(s) on Diamond C premises. This indemnification applies regardless of whether claims are attributable to negligence or fault of Diamond C, including but not limited to injuries caused by equipment, tack, rider inexperience, or latent land conditions. This provision does not negate or reduce any statutory liability limitations for equine activities.

9. <u>Security Interest</u>: Boarder grants Diamond C a security interest in the boarded horse(s) to secure payment of all fees and expenses owed under this contract or by law. Diamond C is authorized to sell the horse(s) at public or private sale if payment remains unpaid after thirty days' written notice of intent to sell. Sale proceeds shall be applied to unpaid fees and reasonable sale costs, with any excess returned to the rightful owner. In cases of dishonored payment due to insufficient funds or closed accounts, Diamond C retains this security interest and may repossess the horse(s). Boarder is responsible for all repossession costs.

10. <u>Validity</u>: If any provision of this contract is deemed invalid or unenforceable under applicable law, the remaining provisions shall remain in full force and effect.

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 EQINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

(continued on next page)

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EXECUTED this	day of	, 20
BOARDER	DIAMOND C F	RANCH & STABLES
	BY:	
Boarder's Signature (Adult)	Diamond C Ra	anch & Stables Representative Name
Boarder's Address		nnch & Stables Representative Signature
Boarder's Phone 🗌 Cell 🗌 Wo	ork 🗌 Home 🗌 Other	
Boarder's Alternate Phone 🗌 C	Cell 🗌 Work 🗌 Home 🗌 Other	
Name of Boarder's Horse		
Registration of Horse		
Description of Horse		
Name of Veterinarian of Choice		

Phone Number of Veterinarian



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BOARDER/HORSE INFORMATION SHEET

OWNER NAME:		
PHONE:		Cell Work Home Other
ALT. PHONE:		
HORSE'S NAME:		
BREED:	_ DOB	COLOR
REGISTRATION:		
INSURANCE:		
HORSE ALLERGIES (DRUG,FOOD,ETC.):		
PAST HISTORY OF RE-OCCURING ILLNESS		
VETERINARIAN NAME		PHONE #
UP TO WHAT AMOUNT ARE YOU WILLING T	O PAY IF Y	OU CAN NOT BE REACHED FOR
VETERINARY SERVICES? \$		

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IF WE ARE UNABLE TO REACH YOU IN THE EVENT OF AN EMERGENCY, DO WE HAVE PERMISSION TO CONTACT YOUR VETERINARIAN? Yes NO

FARRIER	PHONE	
FARRIER SCHEDULE		

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