

MAGNOLIA COWBOY CHURCH BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration, receipt of which is hereby acknowledged, dated the _____ day of _____, 2011 made by and between Magnolia Cowboy Church, hereinafter referred to as 'STABLE', providing services as an independent contractor, located at 23245 Glenmont Estates Magnolia, Texas 77355 and

Residing at:

Hereinafter referred to as 'OWNER'. Owner represents that they own the horse(s) associated with this agreement and that they have the right to enter into this AGREEMENT for boarding services.

1. Fees and Term: The Stable has the right to change Fees and Terms at any time with a 60 day notice in writing to the Owners.

Pasture Board: \$100.00 a month
Partial Board: \$200.00 a month
Full Board: \$425.00 a month

The monthly boarding fee shall be: _____.

Fees shall be paid by OWNER in advance, on the 1st day of each month for boarding services. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

STABLE agrees to board the herein described horse (s) at STABLE facilities on a month to month basis OWNER additionally agrees to pay for services requested of STABLE as per the attached 'Additional Services' schedule.

2. Description of Horse (s)

Name: _____ Age: _____ Color: _____ Sex: _____ Breed: _____ Registration Number: _____ Value of Horse: _____	Name: _____ Age: _____ Color: _____ Sex: _____ Breed: _____ Registration Number: _____ Value of Horse: _____
Name: _____ Age: _____ Color: _____ Sex: _____ Breed: _____ Registration Number: _____ Value of Horse: _____	Name: _____ Age: _____ Color: _____ Sex: _____ Breed: _____ Registration Number: _____ Value of Horse: _____

Additional horses shall be set forth in writing and attached hereto as Exhibit 'A'.

3. Description of Fees and Facilities use

Pasture Board:

Does not include feed or hay cost, owner provides.

No Feeding

Use of oval track

Use of outdoor arena

Use of any riding trails

Use of restrooms

Does not include utilization of cattle

Other care and maintenance can be provided by STABLE as per the attached 'Additional Services' schedule.

Partial Board:

Does not include feed or hay cost, owner provides.

Stalls cleaned daily

Feeding (as per the owner)

Supplements and special feeds are at the Owners time and expense with no credit given

Daily Turnout

Use of oval track

Use of outdoor arena

Use of any riding trails

Use of restrooms

Does not include utilization of cattle

Other care and maintenance can be provided by STABLE as per the attached 'Additional Services' schedule.

FULL Board: (Listed Below)

STABLE agrees to provide the following, in addition to normal and reasonable care and handling of the animal(s):

12' X 12' stalls

Well ventilated barn

Stalls cleaned daily

Horses fed twice daily with a quality balanced feed.

Supplements and special feeds are at the Owners time and expense with no credit given

Daily turnout

Quality grass hay provided as needed

Use of oval track

Use of outdoor arena

Use of any riding trails

Use of restrooms

Other care and maintenance can be provided by STABLE as per the attached 'Additional Services' schedule.

Does not include utilization of cattle

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 employees, officers, agents, members and/or family members.

4. Exercise

The OWNER shall be solely responsible for the exercise of the horse(s).

5. Coggins Test.

Prior to time of delivery of horse(s) to STABLE, proof of a satisfactory negative Coggins test is required. Test shall be current and have been performed within the twelve month period immediately preceding delivery of the horse to STABLE.

6. Risk of Loss.

During the time that the horse(s) is/are in the custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse(s), 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 of horse(s), or for any other reason, for which the horse(s) is/are in the possession of STABLE, are to be borne by OWNER.

7. Hold Harmless.

OWNER agrees to hold STABLE harmless from any claim resulting from any damage or injury to anyone or anything. OWNER specifically acknowledges the risks associated with equine activities and hereby releases and holds harmless STABLE. OWNER agrees to promptly reimburse STABLE for any legal fees and/or expenses incurred by STABLE in defense of such claims.

8. Insurance.

OWNER warrants that he presently carries in full force and effect and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, insurance covering horse healthcare and mortality

Insurance Company: _____ Insurance Type _____ Policy Number _____ Telephone Number _____	Insurance Company: _____ Insurance Type _____ T Policy Number _____ Telephone Number _____
Insurance Company: _____ Insurance Type _____ Policy Number _____ Telephone Number _____	Insurance Company: _____ Insurance Type _____ Policy Number _____ Telephone Number _____

_____ (initial) OWNER carries no insurance on boarded horse(s) and as such assumes all risk and all liability.

9. Emergency Care.

In the event of an emergency, STABLE agrees to attempt to contact OWNER, at the following emergency telephone number:

Contact Name: _____	Contact Name: _____
Cellular: _____	Cellular: _____
Home: _____	Home: _____
Work: _____	Work: _____

Veterinary Doctor: _____

Vet Phone Number: _____

Vet Address: _____

Should STABLE feel that medical treatment is needed for said horse(s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, by any licensed providers of such care who are selected by STABLE, as STABLE determines may be required for the health and well-being of said horse(s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof.

10. Stable Rules.

OWNER hereby acknowledges understanding of the current STABLE Rules, which are posted at the facility. OWNER 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.

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE sole discretion, of OWNER or Owner's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

11. Default.

STABLE may terminate this AGREEMENT for failure of OWNER to meet any material term of this AGREEMENT, including but not limited to item 10 Stable Rules. Any payment due STABLE under this AGREEMENT shall be due and payable on the first of each month, or on or before the day Owners horse(s) leaves the premises. Failure to make any payment by said due date shall place OWNER in default hereunder. At STABLES discretion, STABLE may withhold any of Owners horse(s) until complete payment is made. Should an Owners horse(s) be withheld, additional fees may be charged by STABLE for boarding, care and emergency services. Acceptance by STABLE of any late or partial payment shall not constitute a waiver of subsequent due dates or determinations of default.

12. Assignment.

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

13. Notice of Termination.

Should OWNER wish to terminate this agreement, OWNER agrees to provide thirty (30) days written notice to STABLE.

14. Right of Lien.

OWNER 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. OWNER specifically agrees that STABLE has the right to sell Owners horse(s) to recover any outstanding payment due.

15. Mediation/Arbitration by Equine Dispute Resolution Service.

In the event of any dispute or disagreement relating in any manner whatsoever to this AGREEMENT, the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS) and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successful resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of Equine Dispute Resolution Service (EDRS), within 30 days of any declaration of impasse by EDRS. THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Texas.

Executed on the date first set forth above.

STABLE

By: _____

Address: _____

Telephone: () _____

OWNER

By: _____

Address: _____

Telephone: () _____

ADDITIONAL SERVICES

Wound/ Sick Care	\$10.00/day
Trailing	\$50 plus \$1.00 per mile
Trailer Storage	\$25 month
Day Schooling on premises for non-boarders	\$30.00/day
Blanketing	\$10.00/day
Fan	\$5.00/day
Exercise Ride	\$15.00/ride
Training Ride	\$25.00/ride
Handling for Vet or Ferrier	\$5.00/horse
Group Lesson	\$30.00 lesson
Semi-Private Lesson	\$40.00 lesson
Private Lesson	\$50.00 lesson