



HORSE BOARDING CONTRACT

This executed Horse Boarding Contract includes, by reference, both the attached accepted Horse Boarding Application, which identifies the specific horse(s) accepted for boarding, and the Waiver and Release of Liability for each participant, visitor or guest.

Services Offered

Basic Horse Boarding Service includes:

- Pasturing the horse(s) in an appropriate pasture according to the horse's disposition and gender (sorry, no stallions) at the discretion of Tensleon Ranch, LLC (Ranch).
- Feeding twice per day with Ranch provided coastal hay and our standard quality feed (selected at the discretion of the Ranch). The Ranch can generally administer owner provided feed or supplements at no additional charge except the monthly lease of a Personal Tack Room (see below) for storage of such feed and supplements.
- Use of Ranch amenities is limited to riding trails, riding paddocks, corrals, the horse barn lounge and bathroom (pool, cabana, ponds, guest house, carport and garage are off limits).

Stalled Horse Boarding Service includes:

- All items listed above under the Basic Horse Boarding Service.
- Keeping horse in a dedicated stall and daily cleaning of the stall.
- Turning the horse(s) out periodically in an appropriate pasture according to the horse's disposition and gender at the discretion of the Ranch.

Personal Tack Rooms are available on a monthly fee basis.

Customized Care

Customized services for your horse(s) can be provided or arranged as needed at horse owner's expense (this includes, but not limited to, custom feeding and supplements, emergency and medical care, daily medical care and dispensing of medicines, therapeutic care, etc., or any additional care deemed necessary by owner/ ranch management). Please do not hesitate to inquire about other reasonable services we may provide or arrange for you and your horse(s) to ensure a comfortable and happy experience at the Ranch.

Customized non-clinical medical/therapeutic care administered by the ranch, as specified by a veterinarian and ranch staff, will vary in cost given the level and time of care involved. There is a \$5.00 minimum charge per treatment which will be limited at ranch owner/management discretion to minor customized care only.

Services Selected and Fees

Please initial and date the services selected below. Refer to the preceding section for a description of these services.

Basic Horse Boarding Service fee is \$325 per month. Initial _____ Date _____

Stalled Horse Boarding Service fee is \$400 per month. Initial _____ Date _____

Personal Tack Room fee is \$25 per month. Initial _____ Date _____

Customized services (if any) and fees (include description, charge, initials and date):

Total monthly fee: \$_____

Boarding will commence on _____

If boarding commences after the first day of the month, the initial monthly fees will be prorated based on a 30-day month and due immediately. Subsequent monthly payments are due in advance on the first day of the month. A \$25 late fee will be included with all payments received after the 5th day of the month.

Please make checks payable to Tensleon Ranch, LLC, and mail or deliver (a drop box is available in the Horse Barn Lounge) to Tensleon Ranch, LLC at 1034 Hilbun Road, New Ulm, Texas, 78950. A \$30 fee will be charged for any checks rejected by the financial institution.

Fees are subject to change upon 30-day notice from the Ranch. Notices will be both mailed and emailed to the addresses given in the Horse Boarding Application, as updated, and posted in the Horse Barn Lounge. Leases are automatically renewed at the start of each month. Thirty-day notice is required when removing horse(s) from the Ranch.

Risk of Loss

While the horse(s) is (are) boarded at the Ranch, the Ranch is not liable for any act of God, sickness, disease, theft, death or injury suffered by the horse(s) or any other cause of action arising from or connecting to the boarding of said horse(s). The Owner and Co-Owner accept all risks and agree to hold the Ranch harmless from any loss or injury to said horse(s).

Indemnity

OWNER, AND WHERE APPROPRIATE, CO-OWNER, SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS RANCH, ITS SUCCESSORS, ASSIGNS, TRANSFEREES, PARENT ENTITY (IES), SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE

DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND AGENTS (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL RISKS, LIABILITIES, LIENS, CLAIMS, DEMANDS, DAMAGES, LOSSES, JUDGMENTS, ACTIONS, COSTS, EXPENSES, LOSSES OR OTHER CHARGES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY’S FEES, ACCOUNTANT’S FEES, CONSULTANT’S FEES AND EXPERTS FEES) (COLLECTIVELY, “CLAIMS”) BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS TO THE EXTENT ARISING FROM, OR CAUSED BY THE ACTIONS OF OWNER AND/OR CO-OWNER AND/OR ANY HORSE(S) BOARDED WITH RANCH.

Emergency Care

If emergency medical treatment is needed, the Ranch will attempt to contact the Owner or Co-Owner. In the event the Owner or Co-Owner is not reachable, the Ranch has the authority to secure emergency veterinary care (by first contacting the Owner’s vet of choice, or if not available, the Ranch’s vet of choice). The Owner accepts responsibility to pay all costs relating to said care. The Ranch is authorized, as Owner’s agent, to arrange billing to the Owner.

In the event euthanasia is required and recommended by a licensed veterinarian, the Ranch is authorized to prevent needless suffering of the horse whether or not the Owner can be contacted.

Ownership Proof and Necessary Medical Records

Owner warrants that he/she is the legal owner of the horse(s). As such, Owner will provide, prior to delivery, a certificate of negative Coggins and proof of all current vaccinations (referred to hereafter, and in combination, as the Necessary Medical Records).

Owner will keep the Necessary Medical Records current and will provide proof of such to the Ranch upon updating or upon request of the Ranch. If Owner is unable to show proof of Necessary Medical Records, the Ranch may arrange for such at the expense of the Owner.

DISCLOSURE:

Our pastures are hay meadow quality Bermuda grass pastures. Pasture conditions change based on management and weather conditions. At times, this may create an increased risk in susceptible horses for diseases including, but not limited to,

laminitis and naso-pharyngeal cicatrix syndrome. Please consult with your Veterinarian.

Farrier Services

Owner is responsible for maintaining farrier service for said horse(s). Ranch Manager must be notified a minimum of two days before a farrier appointment.

In the event that farrier service is not maintained, the Ranch maintains the right to require the Owner to make arrangements for farrier service. If the Owner fails to make arrangements for farrier service after notice from the Ranch, the Ranch may arrange for such services at the expense of the Owner.

Termination

Either party may terminate this agreement with a 30-day written notice. In the event of default, the non-defaulting party has the right to recover attorney fees and court costs, resulting from the failure of either party to meet a material term of this agreement.

Right Of Lien

Owner, and where appropriate, co-owner, hereby acknowledge that Ranch has a lien for the amount of board and or any services provided for said horse(s) as provided by Texas Property Code Section 70.003(a) and (b). Pursuant to such provision of the Texas Property Code, Ranch can withhold the horse(s) until all charges are paid in full to include any costs that arise in collection of any charges due to Ranch. Normal board and service charges shall continue to accrue while Ranch has possession of the horse(s). Owner, and where appropriate, co-owner, hereby waive the notice provisions of Texas Property Code Section 70.005 and agree that Ranch may take all action permitted under the Texas Property Code should the board/fees become two months overdue (on the 6th day of the 2nd month).

Abandoned Property

The Ranch reserves the right to charge storage fees in the amount of \$50.00 per month for any property left on the premises after the termination of this contract. Fees will commence upon removal of horse(s) from the property (or the end of paid board period, whichever is later). Any property left longer than 60 days without arrangement will be considered abandoned and will become property of the Ranch.

Use of Personal Tack Rooms

A personal tack room is available for a monthly fee as described in the Services Selected and Fees section. A tack room is mandatory if owner provided feed and supplements are to be stored on the Ranch. Personal tack rooms are secured with a locking steel door. One key will be provided per tack room. The Ranch will retain a key to their room. Additional keys will only be issued directly to the Owner/Co-Owner at a fee of \$25 per key. Replacement keys will be issued at \$25 per key.

Tack rooms are restricted in use to those items customarily found in a tack room, including owner provided feed and supplements. No flammables (excluding fly spray), ammunition, explosives, illegal substances, or items generally considered to be dangerous or lethal are permitted on the Ranch or allowed to be stored in the tack room. The Ranch reserves the right to inspect tack rooms to ensure compliance.

Guest and Visitors

Guests and visitors are welcomed. Each guest and visitor, or their legal guardian, must sign the Waiver and Release of Liability; the same Waiver and Release of Liability you sign as a part of this contract.

Signatures

This agreement is subject to the laws of the State of Texas and performable in Colorado County, Texas. Thirty-days written notice will be provided for any changes to this agreement. The disallowance of any clause in this contract does not negate any other clause of the contract.

The signature of Owner and Co-Owner(s) below establishes that you have read and understand this agreement and all fees involved.

Notices

All notices required pursuant to the terms of this Horse Boarding Contract or required under the laws of the state of Texas shall be considered made when deposited in the United States Mail postage paid to the address provided by the owner, and where appropriate the co-owner on the Horse Boarding Application. Such addresses are incorporated herein by reference.

Owner Name (please print):

Signature: _____ Date: _____

Co-Owner Name (please print):

Signature: _____ Date: _____

On behalf of Tensleon Ranch, LLC, this contract is executed by:

Signature: _____ Date: _____

Title: _____