



Idylwood Stables
12608 Harris Branch Pkwy
Austin TX 78754
Sydney Kornman
(512) 659-1943

2023 Board Agreement

Idylwood Stables, hereinafter designated "IS", agrees to board, commencing _____, 20_____, the horse or pony, here after "The Horse" described below:

_____ (Nickname of Horse)
_____ (Breed)
_____ (Color)
_____ (Sex)
_____ (Age)
_____ (Show Name)
_____ (USEF/THJA Number)

Owner: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone numbers:
Home: _____ Cell: _____
Email address: _____

Article 1 Board (Main barn: \$1,200.00 or Barn 2 \$1,400.00)

It is understood IS will provide the following board monthly services:

Section 1.01 Stall care

- (a) Daily stall cleaning Monday through Saturday
- (b) Fresh shavings once weekly

Section 1.02 Turn Out

- (a) Four hours of daily turnout Tuesday through Sunday except on National holidays
- (b) It is understood by Owner, turnout is weather permitting
- (c) It is understood by Owner, IS turns Horse out in groups of five in pastures.

Section 1.03 Feed

- (a) Grains available from IS, fed twice daily

- (i) 12%
 - (ii) Senior Feed
 - (iii) One and Only
- (b) Hay*
- (i) Coastal
 - (ii) Alfalfa (for market cost)
- *Note IS reserves the right to charge Owner hay surcharge listed further
- (c) Alfalfa pellets, beet pulp and rice bran are available for hard keepers.

Section 1.04 Lessons and Training

- (a) Board includes three contact rides weekly. Owners may opt for 3 group lessons OR 3 training rides OR *any combination thereof* (example: 2 group lessons, 1 training ride OR 1 group lesson, 2 training rides).
- (b) Owners may substitute one private lesson for 1 ½ group lessons or pay the difference between groups lessons (\$65) and private lessons (\$125).
- (c) Owners may add additional group lessons (\$65) or training rides (\$75) as needed.

Section 1.05 Supplements

- (a) May be purchased by Owner and IS will feed as instructed
- By initialing, Owner acknowledges having read and understood all sections of Article 1

Article 2 Late Payment

IS Board and other charges are due no later than the 1st day of each month; if paying by Paypal or Venmo, board must be deposited 5 days BEFORE the 1st of the month.

By initialing, Owner acknowledges having read and understood all sections of Article 2

Article 3 Deposit

Section 3.01

A non-refundable deposit equal to one month Board, in the amount of \$1,200.00 for Main barn and \$1,400.00 for Barn 2, is due prior to or upon arrival of above listed Horse to IS. **The deposit will be applied to the last month (see Article 4).**

By initialing, Owner acknowledges having read and understood all sections of Article 3

Article 4 Termination

Section 4.01 30 days written notice

- (a) IS must receive written notice by Owner by the first day of the month
- (b) IS will apply the deposit to the last bill

Section 4.02 Right of Lien

- (a) Owner must pay all outstanding fees owed IS prior to removing Horse from IS premises.
- (b) If Owner fails to pay in full IS all outstanding balances, IS shall have the right to exercise its statutory lien rights pursuant to Texas Property Code 70.003.

By initialing, Owner acknowledges having read and understood all sections of Article 4

Article 5 Veterinary and Farrier Care

Section 5.01 Emergency contact information

- (a) Home phone: _____
- (b) Cell phone : _____
- (c) Work phone: _____

Section 5.02 Emergency authorization

- (a) **In the event the Horse becomes sick and the Owner or Owner cannot be reached, IS has the right to secure veterinary care for the Horse**
- (b) Owner will be financially responsible for any routine and minor veterinary care of Horse; major veterinary care is covered by Owner under the insurance provided by Owner.
- (c) It is Owner responsibility to update IS of any changes to emergency contact information.

Section 5.03 Coggins

(a) Owner must maintain current negative Coggins test and provide proof of such for Horse

Section 5.04 Routine Veterinarian, Farrier, and Dental Services

(a) IS will arrange for routine vet services including deworming, vaccinations, and dental care, as well as regular farrier care.

(b) Owner is responsible for contacting vet and the farrier to arrange payment for services. IS will NOT cover the cost of veterinary or farrier services.

By initialing, Owner acknowledges having read and understood all sections of Article 5

Article 6 Risk of Loss

Section 6.01 Liability

(a) Owner hereby agrees that IS shall not be held liable for damage of any kind occurring from any causes including loss by fire, theft, running away, or injury to persons, other animals, or property while the Horse is boarded or in the custody of IS or its agents.

(b) Owner waives all and any claims for personal injury to other animals or injury to property, or injury to the Horse

Section 6.02 Equine Insurance

(a) Liability insurance on the Horse and insurance against loss or injury of the Horse by fire, theft, illness, lameness, etc. are the responsibility of the Owner.

(b) Owner agrees to hold himself/herself strictly liable for any and all claims for personal injury, injury to other animals, or injury to property which occur as a result of the known propensities of the Horse

Section 6.03 Texas Law, Chapter 87

(a) Owner assumes responsibility and risk for any injury or death to self or to minor child and holds harmless IS and its agents, including its instructors, for injury or death to riders and spectators on IS premises or other premises while the Horse is in the possession or control of IS and its agents.

(b) UNDER TEXAS LAW (Chapter 87, CIVIL PRACTICES 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 ALL EQUINE ACTIVITIES

By initialing, Owner acknowledges having read and understood all sections of Article 7

Article 7 Purchase/Lease of Horses

Section 7.01

When you are in the market for a horse, Sydney will research the proper horse for your needs or for that of your child. Please do not purchase or lease a horse without prior consultation with your trainer. Doing so could jeopardize your safety or that of your child if you pick a horse that is inappropriate for your/their needs. A suitable horse for you within the price range that you specify will be located. Please be aware of the following:

1. You are responsible for the cost of hauling the horse to IS and its return if not purchased.
2. Board will be prorated based on the number of days the horse is at IS.
3. You will be responsible for all costs incurred while at IS such as shoeing, professional rides, or medical needs. Please discuss purchasing insurance to cover your horse's medical needs and loss of use or mortality with us.

By initialing, Owner acknowledges having read and understood all sections of Article 7

Article 8 Administrative Procedures

Section 8.01

Failure or delay in the enforcement of the rights detailed herein by IS shall not constitute a waive of rights or be considered as a basis for estoppel. IS may exercise its rights herein despite delay or failure to enforce said rights.

Section 8.02 This agreement shall be subject to and governed by the laws of the State of Texas.

Section 8.03 If any provision of this Agreement shall, for any reason be held violative of any applicable law, and/or some part of this Agreement is held to be unenforceable, then the

invalidity of such a specific provision shall not be held to invalidate any other provisions herein.

Section 8.04 In the event any of the parties to this Agreement files an action to enforce any of the provisions of this agreement or to recover damages arising from the breach of any covenant herein, the prevailing shall be entitled to reasonable attorney's fees as approved by the court.

By initialing, Owner acknowledges having read and understood all sections of Article 8

I, _____, am the Owner of the Horse described in this Agreement and am authorized to enter into this Agreement. I have read and do understand the terms of this Agreement. It is my desire that the Horse be leased and boarded at IS, pursuant to the terms of this Agreement, and I agree to be bound by all the terms of this agreement.

Signature of Owner

Date

Signature of Idylwood Stables' agent

Date