



# BOARDING CONTRACT

Welcome to Conner Combined Training! We are excited to have you and your horse at CCT. Our philosophy is one of safety and fun in a relaxed, positive atmosphere where both riders and horses enjoy working together toward any goal, whether it is learning to groom or going to national level shows. All of our boarders are our riding students or their parents, because we believe having a close-knit group creates a safe, supportive place where everyone feels a part of something special, a part of a riding family.

This boarding contract is between Vanessa and Patrick Conner, DBA Conner Combined Training, hereafter called "CCT" and the undersigned horse owner, hereafter called "Boarder" or "the Boarder."

## 1. TELL US ABOUT YOUR HORSE OR PONY AND PROVIDE US WITH ANY SPECIAL INSTRUCTIONS:

Please help us to give your horse the best of care by providing us with the following:

Your Horse's Registered Name (if applicable) \_\_\_\_\_

Your Horse's Nickname \_\_\_\_\_

Your Horse's Breed: \_\_\_\_\_

Your Horse's Color & Any Markings: \_\_\_\_\_

Is Your Horse A Mare? Or Gelding? (Circle one) Your Horse's Height (in hands)

\_\_\_\_\_

Does your horse have any special health or physical concerns? If so, let us know!

\_\_\_\_\_

Does your horse require any supplements or medications?

\_\_\_\_\_

Does your horse require any special feed? For example, if your horse or pony requires alfalfa hay, please tell us: \_\_\_\_\_

\_\_\_\_\_

If your horse is insured, please provide us with his/her insurance company information:

\_\_\_\_\_

## 2. FEED, FACILITIES & SERVICES:

CCT always tries to provide excellent care for the horses that board with us. This includes adequate feed and facilities required to maintain the health and well-being of your horse.

**A. Feed and Hay:** CCT tries to provide the horses that board with us the best hay available. We will feed your horse twice a day according to the following:

- CCT will provide your horse with up to 12 (twelve) pounds of grain per day at no additional cost to the Boarder.
- Boarders of horses that require more than 12 (twelve) pounds of grain per day may be required to pay additional fees.
- Horses will be fed grain twice daily unless CCT is advised by a licensed veterinarian to do otherwise.
- CCT offers standard sweet feed (grain), a pelleted “safe” feed, or a pelleted feed formulated for older horses. If the Boarder prefers another feed, special arrangements may be required and additional fees may apply.
- CCT will provide free-choice coastal round bale hay to horses when horses are turned out in the turn-out paddocks. Horses will have access to grazing if horses are turned out on the entire CCT facility.
- When stalled, horses will receive appropriate square bale coastal hay according to the specific dietary needs of each horse.
- Boarders of horses that require more than a half bale of square baled hay per day when stalled may be charged additional fees for hay.
- Alfalfa hay is available for an additional fee. Fees will vary according to market prices at the time the alfalfa hay is requested by the Boarder.

**B. Other Services:** These services are provided to you and your horse at no additional cost.

- Summertime fans (standard ceiling fans)
- Trailer parking for trailers up to 35 (thirty-five) feet long
- Supplements
- We ask that all Boarders purchase their supplements through SmartPak and supply them to us in SmartPak containers whenever possible. Contact [www.SmartPak.com](http://www.SmartPak.com). Please be sure that all supplements ordered through SmartPak are delivered directly to CCT and billed directly to the Boarder.
- We provide feed-through fly control. At no additional cost to the Boarder, Solitude IGR will be given to all horses from the months of March to November in order to control flies at the stable.
- CCT will hold horses for our farrier. CCT will meet the farrier and hold the horse for farrier appointments so long as adequate prior notification is given to CCT and there is no schedule conflict. Boarders may use another farrier of their choosing, but in that case, CCT will not be able to handle scheduling or meeting the farrier for the Boarder.
- CCT will schedule routine veterinary care for your horse with our veterinarian. CCT will also meet the vet for routine vet care, such as teeth floating, vaccinations, Coggins tests, sheath cleaning, etc, so long as adequate prior notification is given to CCT and there is no schedule conflict. Boarders may use another veterinarian of their choosing, but in that case, CCT will not be able to handle scheduling or meeting the veterinarian for the Boarder.
- CCT will blanket your horse for you, but the Boarder must provide CCT with a blanket if blanketing is desired.

- Horses will *only* be blanketed by CCT when temperatures drop below 32 (thirty-two) degrees Fahrenheit.
- Blanketing of horses that are body-clipped and/or require additional blanketing or sheets is the sole responsibility of the Boarder.
- CCT is not responsible for the care of horse blankets, and all blankets must be taken home and stored by April 15<sup>th</sup> of the year.
- We want your horse to be comfortable! During very cold weather, blankets may remain on horses if the high for the day does not exceed 50 (fifty) degrees Fahrenheit and/or it is very windy.

**C. Turn-out:** We want your horse to be happy! CCT will make all reasonable efforts to turn out stalled horses in the turn-out paddocks as often as possible.

- Horses may not be turned out during bad weather.
- On some occasions, horses may be turned out when bad weather occurs. CCT will make all reasonable efforts not to turn out horses if bad weather is imminent, but the Boarder must understand that sometimes these kinds of things do happen.
- When weather allows, CCT wants your horse to be turned out. We feel this is best for the horses' wellbeing. All horses will be turned out in small groups. Individual turn-out is not available at our facility. We will not be able to keep your horse in his or her stall for more than three days unless advised to do so by a licensed veterinarian or farrier, or if there is bad weather.
- *Horses that cannot be turned out with others (due to behavior or injury,) will incur a \$50.00 per month turn-out fee for use of a solitary paddock.* All other horses will be turned out in small groups.

**D. Riding Lessons:** The boarding fee at CCT includes 4 group riding lessons per month. These lessons can be either dressage or jumping lessons, or a combination of both. CCT understands that sometimes riders must miss a lesson. CCT will make every reasonable effort to provide adequate and frequent make-up lessons for missed rides, provided that make-up lessons are taken during the same month that lessons were missed. If a lesson is missed within 5 (five) days of the end of the month, that lesson may be made up during the next month. If more than 2 lessons are missed due to inclement weather, CCT may, at our option, credit the rider for lessons on the following month's boarding statement. Lessons missed due to vacation or illness are the rider's responsibility to make-up, and a reasonable effort will be made on CCT's part to provide riders make-up lessons that will work with both the CCT schedule and that of the rider.

**E. CCT Provides Other Services For An Additional Fee:** CCT can provide other services to the Boarder, if requested. Some of these services may include:

- Training and exercising of the horse
- Trailer and ground training
- Show preparation such as braiding, clipping, or bathing.
- Hauling to events, shows, clinics, or the veterinarian.

**F. Parasite Control:** For their health, horses at our facility will be de-wormed on a regular basis at the Boarder's expense. De-worming will occur as needed, according to fecal float data received from a licensed veterinarian. Fees for de-worming the horses will vary according to the product used, but fees will not exceed \$30 (thirty dollars) per de-worming.

### 3. FEES

Our boarding fees are as follows:

- Stall board is \$620.00 (six hundred and twenty dollars) per month for one horse or pony plus four group riding lessons.
- A daily rate of \$15 (fifteen dollars) per day will be applied if there is a need to pro-rate the boarding rate.
- If a Boarder pays their board in cash, a \$10 (ten dollar) credit will be issued to them!

- A. Payment:** Board payments and accompanying fees are due on or before the 1<sup>st</sup> (first) of the month. The Boarders are responsible for the costs of boarding their horses and four lessons per month, plus any additional services provided, including veterinary, medical and/or farrier expenses.
- B. Late Fees:** If the Boarder pays the board after the 3<sup>rd</sup> (third) day of the month, a late fee of \$25 (twenty five dollars) will be charged. On the 7<sup>th</sup> (seventh) day of the month, the late fee will increase to \$25 (twenty-five dollars) plus \$5 (five dollars) for each additional day the payment is not made. A returned check fee of \$35 (thirty-five dollars,) will be charged for any returned checks.
- C. Overdue Payments:** If the Boarder does not pay board for a month and it is overdue by 30 (thirty) days or more, CCT will be entitled to exert a lien against the boarded horse, and any property of the Boarder located on the stable grounds for any amounts due, and CCT will be entitled to enforce the lien and foreclose its interest against the horse and/or equipment for the amount due. This is in accordance with Texas Property Code Section 70.003.
- D. Deposit:** Boarders are required to give CCT a reservation deposit of \$200.00 (two hundred dollars) prior to moving their horse to CCT. This deposit is designed to hold a stall or paddock boarding spot for the Boarder's horse. Should the Boarder decide not to board at CCT, the Boarder hereby agrees to forfeit the \$200 deposit. Once the Boarder has signed a Boarding Contract with CCT, should this contract be terminated, this deposit will be applied toward any outstanding fees, or the last month's board, in that order. No refund of deposit

will be given if the Boarder fails to provide required written notice when terminating this agreement, removes the horse from the stable, or is asked to leave by CCT.

- E. Termination of Boarding:** The Boarder must give CCT 15 (fifteen) days written notice to terminate this boarding contract. Termination is not effective until payment for the final 30 (thirty) days board (and any other charges incurred) is made to CCT. It is also agreed that this Agreement may be terminated by CCT at CCT's discretion and without prior notice. If the Boarder removes his or her horse from the stable without giving notice that he or she wishes to terminate this agreement and also fails to make all appropriate payments, this is considered theft which is punishable by law. Non-payment of board fees for thirty (30) days or more is considered abandonment. If at any time the Boarder abandons the horse at CCT, CCT may, at CCT's option, obtain possession of the stall, board payments, horse, tack, trailer and/or any other abandoned property as provided in Texas Property Code Section 70.003.
  
- F. Right of Lien:** If this agreement is terminated, the Boarder must pay all outstanding fees owed to CCT prior to removing the horse from CCT premises. In the event the Boarder fails to pay in full any Basic Board Fees and/or any additional service fees within 60 days after the date the fees are due, CCT shall have the right to exercise its statutory lien rights pursuant to Texas Property Code § 70.003, including sale of the horse to recover any and all of the unpaid fees.

#### **4. CONTRACT CHANGES:**

It is agreed by the Boarder and CCT that this Agreement may be changed by CCT with 15 (fifteen) days written notice, including an e-mail.

#### **5. LIABILITY AND INSURANCE:**

**A. Liability:** During the time that the horse is in the care and custody of CCT, CCT will not be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse or any other cause or action, whatsoever, arising out of or being connected in any way with the boarding or hauling of the horse. This includes, but is not limited to, any personal injury or disability the horse, the Boarder, or the Boarder's guest, may receive on the CCT premises or if the horse is hauled elsewhere.

**B. Insurance:** The Boarder fully understands that CCT does not carry any insurance for the Boarder's horse for any purpose, whether public liability, accidental injury, theft, or equine mortality insurance and that all risks connected with boarding, riding, training, breeding, or any other reason for which the horse may be in the possession of, and on the premises of, CCT are to be borne by the Boarder.

## **6. INDEMNIFICATION OF CCT:**

**A. Hold Harmless:** The Boarder agrees to hold CCT harmless from any and all claims arising from damage or injury caused by his or her horse to anyone, and defend CCT from any such claims. The Boarder agrees to disclose any and all hazardous or dangerous propensities of the horse boarded with CCT.

**B. Waiver, Release, and Hold Harmless:** **The Boarder agrees to read and sign the CCT Waiver, Release and Hold Harmless Agreement. The Boarder agrees to have any other person that comes to the stable sign a Waiver, Release and Hold Harmless Agreement before handling or riding any horse. 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.**

## **7. EMERGENCY CARE:**

If emergency medical treatment is needed for your horse, CCT will make every reasonable attempt to contact the Boarder, but if CCT is unable to contact the Boarder, this contract hereby authorizes CCT to secure emergency, veterinary, and farrier care required for the health and well being of the Boarder's horse. All costs of care that is necessary for the health and well-being of the Boarder's horse will be the responsibility of the Boarder. CCT assumes the horse should receive surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless CCT is specifically instructed by the Boarder in this contract that the horse is not a surgical candidate. If CCT pays any emergency care fees, the Boarder is required to reimburse CCT for these expenses within 15 (fifteen) days from the date the Boarder's horse receives emergency care. The Boarder agrees to notify CCT of any changes of address, emergency telephone numbers, itineraries or other information necessary to contact the Boarder in the event of an emergency. In the event the Boarder is unavailable or cannot be reached, the Boarder hereby authorizes CCT to make all decisions regarding the health, well-being, and/or medical treatment of the horse.

## **8. SHOEING, PARASITE CONTROL AND MEDICAL CARE:**

The Boarder agrees to provide necessary trimming/shoeing, vaccinations and de-worming of the horse at the Boarder's own expense in order to maintain the health of the horse.

**A. General Health:** For the health and safety of all of our horses, CCT requires all horses boarded with us to have a current negative Coggins test and to be current on all vaccinations.

**B. Continuing Health Care:** In order to promote horse health, if the Boarder does not vaccinate or provide necessary routine veterinary care for his or her horse, CCT is authorized to arrange for this treatment, at the Boarder's expense. If CCT must arrange for the horse's veterinary treatment or annual veterinary care, the fees for this treatment must be paid by the Boarder within 15 (fifteen) days from the date the medical care or annual vaccinations are given to the horse.

## **9. SHOWING AND USE OF HORSE FOR RIDING LESSONS:**

CCT requires that all riders boarding horses at our facility participate in at least four riding lessons per month, (except in the case of bad weather,) and each horse is required to participate in one horse show per year, unless the horse is regularly being used for riding instruction in the CCT riding instruction program.

**A. Show Schedule:** The Boarder agrees that CCT will set the show calendar for each year. Any deviation from the published CCT show calendar must be pre-approved by CCT. When our riders compete in shows, they represent us!

**B. Fees:** Fees for showing are available on our website.

## **10. BUYING AND SELLING OF HORSES:**

When Boarders sell horses that are boarded with our stable, these horses represent us. As a result, if the Boarder decides to sell his or her horse, CCT is hereby authorized to act as the seller's agent in the sales transaction. We want to help you receive the most money for your horse in an honest transaction in which all involved are happy once the horse is sold. If the Boarder decides to sell the boarded horse, the Boarder must notify CCT in writing of his/her intent to sell the horse. Selling the horse does not release the Boarder from his or her obligation under this contract. Conversely, if a Boarder decides to purchase a new horse, we understand how important this decision is. CCT wants to help the Boarder to find the best, safest, and most suitable horse possible for the Boarder. As a result, we feel it is imperative that we are involved in all horse purchasing transactions made by CCT riders.

**A. Selling representation:** In the event that a horse boarded at CCT is placed up for sale, the Boarder agrees to execute a Horse Sale Assistance Agreement with CCT.

**B. Purchasing representation:** In the event that the Boarder wishes to purchase a horse while boarding at CCT, the Boarder agrees to execute a Horse Purchase Assistance Agreement with CCT.

**C. Termination:** If the Boarder sells or purchases a horse while boarding at CCT without first executing a Horse Purchase Assistance Agreement or Horse Sale Assistance Agreement, CCT reserves the right to terminate this Contract.

## **11. LEASING:**

If the Boarder wishes to lease his/her horse, the Boarder must provide CCT with contact and emergency information for the person leasing the horse. Anyone leasing the horse must fill out and execute a CCT Waiver, Release and Hold Harmless Agreement before handling or riding the Boarder's horse. The Boarder agrees to familiarize the person leasing the horse with our rules.

## **12. RULES:**

Our rules are put into place to make our stable a safe, friendly, clean place to be. The Boarder agrees to abide by all the rules and regulations of the stable, and to ask his or her guest(s) to also follow our rules. Some rules may need to be changed from time to time.

When this happens, we will notify the Boarders about these changes via e-mail.

## **CCT RULES:**

1. **Stable hours are 8:00 a.m. to 9:30 p.m., Tuesdays through Sundays. Stable hours on Mondays are from 8:00 a.m. to 11:00 a.m., unless there is a veterinary or farrier emergency.**
2. **We like our stable to be clean! Please always pick up trash and manure in the barn, stable, and arena areas. In order to ensure the arena footing is well-maintained, please pick up all manure in the arena. Please only dump manure in muck buckets or the manure pile.**
3. **Please be sure to put away all tack and equipment where it belongs so that it will not be lost or misplaced.**
4. **Some horses aren't as friendly as others! While petting horses is encouraged, please do so with caution if you are petting another person's horse. Please do not handle a horse without permission from its owner.**
5. **For the safety of the horses, people, and other animals that live here, the driveway speed limit is 10 m.p.h.**
6. **We believe horses deserve respect, patience, and love. We do not allow whipping a horse excessively, tying a horse for more than an hour, putting a horse away before he or she is properly cooled down, galloping or jumping an over-tired horse, or denying a horse necessary food, water, shoeing, or medical treatment.**
7. **For safety's sake, and in keeping with helmet rules enacted by the USEF, USDF, and USEA, ASTM approved helmets must be worn by all riders while mounted. Riders must wear appropriate riding attire, including long pants and boots or shoes with a heel, while mounted. Riding in shorts, tennis shoes, or open-toed footwear is unsafe and therefore not permitted.**
8. **Watch your toes! Please do not wear flip-flops or open-toed shoes in the barn, tacking area, or arena areas. Not only can a foot be squished by a horse, there are also poisonous spiders and scorpions in the barn area that can sting a person not wearing proper footwear.**
9. **For the riders' safety as well as the soundness of the horses, jumping outside of lessons is not permitted unless special arrangements have been made with Vanessa Conner. There are no exceptions to this rule.**
10. **Our training philosophy is based on classical dressage, and we prefer that our riders adhere to its principals. As a result, please do not use draw-reins, tie-downs, standing martingales, chambons, German martingales or other restrictive equipment on any horse boarded at CCT. Any rider found using any of these devices will be asked to remove them. We appreciate your cooperation.**
11. **For the safety of other riders, please be aware of others when lunging a horse in the arena.**
12. **Please park in designated areas only.**
13. **Please contact us via cell phone or text if we are needed at the barn. Unless it is an emergency, we ask all riders to refrain from coming to our home.**
14. **For their safety and the safety of our riders and horses, please supervise all children at all times.**



- 15. **Horses that are tied should be supervised for their safety and that of the people in the barn. Please do not leave tied horses unattended.**
- 16. **For the safety of riders, horses, and the dogs themselves, dogs must be on a leash at all times while visiting CCT. Please do not bring a dog to the stable if the dog is not used to horses, children, or other pets, or if the dog barks or lunges at anyone, including other animals. Please pick up after your dog if your dog makes a mess.**

**13. PROPERTY STORED ON CCT'S PREMISES**

CCT is not responsible for the theft, loss, damage or disappearance of any trailer, tack or equipment or other property stored at CCT. CCT is also not liable for the theft, loss, damage or disappearance of any tack or equipment taken to horse shows or clinics.

**14. LIMITATION OF ACTIONS:**

Any action or claim brought against CCT for breach of this Contract or for loss due to negligence must be brought within 30 (thirty) days of the date such claim or loss occurs.

**15. LEGAL DISCLOSURES:**

This Contract represents the entire agreement between the Boarder and CCT. No other agreements, promises or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This agreement shall be subject to and governed by the laws of the State of Texas. If any provision of this Agreement shall, for any reason, be held in violation 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. 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.

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 my Horse be boarded at CCT pursuant to the terms of this Agreement, and I agree to be bound by all the terms of this agreement.

\_\_\_\_\_  
Signature of Owner/Boarder

\_\_\_\_\_  
Printed Name of Owner/Boarder

\_\_\_\_\_  
Date

**BOARDER INFORMATION:**

**Full Name:** \_\_\_\_\_

**Name of Spouse, if applicable:** \_\_\_\_\_

**Name(s) of Child(ren), if applicable:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**E-mail Address (PLEASE PRINT CLEARLY):** \_\_\_\_\_

**Boarder's Cell:** \_\_\_\_\_

**Boarder's Spouse's Cell:** \_\_\_\_\_

**Boarder's Home Phone:** \_\_\_\_\_

**Child's Cell:** \_\_\_\_\_

**Emergency Contact Name and Phone Number:** \_\_\_\_\_  
\_\_\_\_\_

**Health Insurance Company and Policy Number:** \_\_\_\_\_  
\_\_\_\_\_

**Special Instructions:**  
\_\_\_\_\_