



## Board Agreement

This Board Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ ("Owner") and Marcus Equestrian Group, LLC DBA Noma Show Stables, whose address is 365 Co Rd 4971 Blue Ridge, TX 75424. Noma Show Stables' principal place of business and adjacent bridle trails are collectively referred to herein as the "Premises."

This Agreement (i) concerns the agreement of the parties to this Agreement as to standards and criteria for the care of the horse(s) (whether one or more, "Horse") described on the attached horse information sheet ("Appendix A") and (ii) incorporates fully, by this reference, as part of this Agreement, the attached Appendix A and schedule of services, care, and charges ("Appendix B"), and Noma Show Stable's payment polices, all as the same may from time to time be amended by Noma Show Stables.

Accordingly, for full and valuable consideration, Noma Show Stables agrees to board the Horse, commencing on the date specified in Appendix A and continuing on a monthly basis until this Agreement is terminated, and Owner agrees to be bound by all of the terms and conditions of this Agreement, including to pay the applicable monthly board fee set forth in Appendix B and to follow Noma Show Stables' stable rules of conduct, all subject to the following terms and conditions:

### **1. Veterinarian and Treatment:**

Owner warrants that each Horse subject to this Agreement is free of all communicable diseases upon delivery to the Premises. Prior to the arrival of the Horse, Owner agrees to provide Noma Show Stables with a record of current vaccinations for Rhinopneumonitis, Equine Influenza, Rabies, Strangles, Tetanus, Eastern Encephalomyelitis, Western Encephalomyelitis, and a Negative Coggins performed not more than 6 months prior to arrival. Once on the Premises, Owner agrees to keep a current Coggins on file with the Noma Show Stables office.

Noma Show Stables will inspect each Horse daily and, if, in its sole judgment, Noma Show Stables determines the animal to be injured or sick, Noma Show Stables will notify Owner using the contact telephone number(s) provided in Appendix A. If Noma Show Stables is unable to reach the Owner, Noma Show Stables will contact the Veterinarian designated on Appendix A. If Noma Show Stables cannot reach the designated Veterinarian, Noma Show Stables may contact a Veterinarian of its choice.

Noma Show Stables reserves the right to have each Horse examined and treated by a Veterinarian of its choice at any time Noma Show Stables deems such examination prudent to the welfare of the Horse or other animals on the Premises. If, in the exercise of Noma Show Stable's reasonable judgment, Noma Show Stables determines that a veterinarian or an employee of Noma Show Stables should administer medical aid or medicine to the Horse, Owner agrees to hold Noma Show Stables harmless from any liability for the actions of the Veterinarian or Noma Show Stables employee.

### **2. Authorization of Riders and Handlers:**

Owner agrees that no one will be allowed to ride or act as handler for the Horse before completing Noma Show Stable's standard medical history and release forms. Once authorized; to discontinue the authorization of any rider or handler, Owner must notify Noma Show Stables in writing.

### 3. Release of Liabilities:

- A) Acknowledgment. Owner acknowledges that engaging in equine activities is inherently dangerous, and that, by doing so, Owner accepts the risks and dangers inherent in boarding, training and/or riding a horse (the "Subject Activities"), including, without limitation, a horse's propensity to behave in ways that may result in injury (including loss of life) or damage to persons or property (including the Horse).
- B) Hold Harmless. Owner agrees to hold Noma Show Stables harmless, defend and indemnify Noma Show Stables and its trainers, employees, agents, independent contractors, shareholders, directors and officers (individually, an "Indemnified Person") from all claims of any sort, including, without limitation, for damage or injury to person or property, arising from Acts of God, illness, injury or otherwise (including, but not limited to, the acts or omissions of Owner, authorized Riders, Guests, Invitees, or Agents, (whether of Owner or Noma Show Stables), arising from or related or attributable to the Subject Activities.
- C) Waiver of Liability. Owner acknowledges that the Horse may injure itself or be injured or cause injury to other persons or property (including other horses) on the Premises. Such injuries are assumed by Owner (whether as a risk of ownership or otherwise) and Owner waives any claim against Noma Show Stables (and any other Indemnified Person) for any such damage or injury whatsoever (including death) and agrees not to sue any Indemnified Person.
- D) Inspection. Noma Show Stables will inspect the stall in which the Horse is housed prior to its delivery to the Premises and will promptly correct any defects or damage to the stall, which might affect the safety of the Horse. Owner agrees to defend, indemnify and hold Noma Show Stables (and each other Indemnified Person) harmless if the Horse should escape its stall or the Premises. Noma Show Stables assumes no responsibility should the Horse escape other than to make attempts to recapture the Horse which can be affected reasonably and without unreasonable harm to the Horse, people, or property.
- E) Third Parties. Owner agrees to defend, indemnify and hold Noma Show Stables (and each other Indemnified Person) harmless from any and all claims whatsoever by third parties (including claims regarding injury (including loss of life) or damage to third parties or to their property arising from acts of the Horse).

### 4. Board Payment:

In consideration for the boarding services provided by Noma Show Stables, Owner agrees to pay a monthly board fee calculated in accordance with the schedule of charges set forth from time to time in Appendix B (collectively, the "Board Fee") and Noma Show Stable's then applicable Payment Policies. Fixed monthly charges for boarding services are payable in advance, on or before the 4th day of each month, except that the first installment of monthly fixed charges (pro-rated) is due upon execution of this Agreement. Variable charges for services provided during any given month will appear on the next monthly invoice. Each payment of the monthly Board Fee will be considered late if not paid in full by the 9th day of the month, unless prior arrangements have been made.

In addition to the Board Fee, Owner agrees to pay Noma Show Stables for all expenses incurred in the proper care and maintenance of each Horse, including, without limitation, expenses relating to veterinarians, farriers, medication, transportation of a Horse, and any special feed, grain or bedding therefor.

Failure to pay board may result in Noma Show Stables taking possession of the Horse. If board is not brought current within 60 days of its initial due date, Noma Show Stables reserves the right to then take possession of the Horse and pursue its lawful remedies (which could involve the sale of the Horse).

If there is an issue with an invoice involving one or more disputed charges, the net undisputed amount of the Board Fee should be paid in a timely fashion while the remaining disputed charges are discussed and brought to resolution. Interest on the late payment of disputed charges brought in good faith will be suspended until the dispute is resolved.

### 5. Lessons and Show Fees:

Owner agrees to pay lesson and show fees incurred during the term of this Agreement in the manner, and in accordance with the applicable rate, set forth from time to time in Noma Show Stable's current Payment Policies, which Payment Policies are hereby incorporated herein by this reference for all purposes.

## **6. Tack and Storage:**

Noma Show Stables shall provide a Tack Room for tack and related equipment of Owner but assumes no responsibility for the care or safekeeping of the same, other than as specified in Appendix B or a subsequent written agreement signed by Owner and Noma Show Stables. Owner assumes all responsibility for damage, loss, or theft of any personal property left on the Premises and waives all claims against Noma Show Stables for said damage, loss, or theft. Any personal property of Owner (other than the Horse) remaining on the Premises forty-eight (48) hours after termination of this Agreement, shall be deemed abandoned.

## **7. Rules:**

Owner acknowledges receipt of a copy of Noma Show Stable's Stable Rules of Conduct (the "Rules") and agrees to be bound by them and to cause each authorized Rider, Agent, Guest or Invitee to do likewise. Failure on the part of any such Rider, Agent, Guest or Invitee to follow any of the Rules will result in them (and possibly Owner) being asked to leave the Premises.

The Rules may be amended by Noma Show Stables from time to time and notice may be provided to Owner by any of the following methods: mailing; emailing; and/or posting a copy of the Rules as amended outside Noma Show Stable's office.

**NOMA SHOW STABLES MAY, AT ITS SOLE DISCRETION, TERMINATE THIS AGREEMENT FOR THE FAILURE ON THE PART OF OWNER AND/OR ANY OF OWNER'S AUTHORIZED RIDERS, AGENTS, GUESTS OR INVITEES TO OBEY ANY OF THE RULES. In the event of such termination, Owner shall have forty-eight (48) hours to remove each Horse and all of Owner's other personal property from the Premises.**

## **8. Termination:**

Either party may terminate this Agreement without cause by giving 30 days' advance written notice to the other party. Owner agrees that Noma Show Stables may terminate this Agreement at any time that Noma Show Stables determines, in its opinion, that the Horse is too dangerous or aggressive to board or train. Upon termination of this Agreement by either party, Owner is responsible for removing the Horse, as well as Owner's other personal property, from the Premises within seven (7) days of the date of such termination and Owner shall pay an additional boarding fee ("Holdover Fee") in the amount set forth in Appendix B for each day thereafter that the Horse remains on the Premises.

## **9. Risk of Loss:**

All tack and equipment (horse trailers included) of Owner kept on the Premises shall be at the sole risk of Owner; who assumes all responsibility for insuring tack and equipment while on the Premises. Owner acknowledges that Noma Show Stables carries no liability or property insurance for tack or equipment owned by Owners and stored on the Premises. Moreover, while the Horse is boarded at the Premises, Noma Show Stables shall not be liable for any sickness, disease, theft, death or injury suffered by the Horse or any other cause of action arising from or connecting to the boarding of the Horse and Owner hereby assumes all such risks. All costs (no matter how catastrophic) connected with boarding are borne by Owner.

## **10. Miscellaneous:**

This Agreement supersedes all previous contracts and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement shall not be amended or modified except by written instrument signed by Noma Show Stables and Owner. If any provision of this Agreement is determined to be void, invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain fully effective, unless the deletion of the voided provision(s) materially changes this Agreement. In the event of any litigation by one party against the other to enforce any provision of this Agreement, the prevailing party, in addition to all other relief, will be entitled to reasonable attorney's fees and costs. In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this Agreement and the terms and conditions appearing on any of Noma Show Stables' web pages, the terms and conditions of this Agreement will govern and control.

**WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.**

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Owner Date

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Signature

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Additional Rider/Handler Date

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Signature

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Noma Show Stables Representative Date

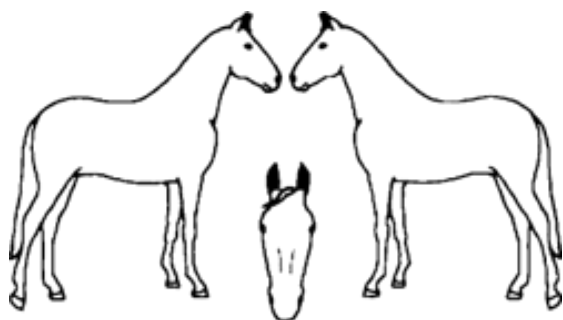
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Signature

# Horse Information Form



<b>OWNER</b>	<b>VETERINARIAN</b>
NAME	NAME
ADDRESS	ADDRESS
CITY STATE ZIP	CITY STATE ZIP
PHONE	PHONE
E-MAIL	E-MAIL
<b>HORSE'S REGISTERED NAME</b>	<b>EMERGENCY CONTACT</b>
NAME	NAME
BARN NAME	PHONE
AGE BREED	<b>INSURANCE</b>
COLOR	CARRIER
Select One Below	PHONE
<input type="checkbox"/> STALLION <input type="checkbox"/> MARE <input type="checkbox"/> GELDING <input type="checkbox"/> COLT <input type="checkbox"/> FILLY	POLICY NUM.



<b>DESCRIPTION/MARKINGS/FEATURES</b>

<b>MANAGEMENT INFORMATION</b>	<b>VACCINATIONS</b>  DISEASE(S) ANTHRAX BOTULISM EEE/WEE/WNV FLU/RHIO INFLUENA POTOMAC HORSE FEVER RABIES RHINOPNEUMONITIS ROTAVIRUS STRANGLS TETANUS	DATE  _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	ROUTE (IM/IN)  _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____
KNOWN ALLERGIES/HEALTH CONDITIONS			
NORMAL DIET INCLUDING SUPPLEMENTS AND PASTURE			
MEDICATIONS			
HORSE IS USUALLY KEPT (Please check one) <input type="checkbox"/> AT PASTURE FULL-TIME <input type="checkbox"/> STALLED FULL-TIME <input type="checkbox"/> TURNED OUT PART OF MOST DAYS			
LAST NEGATIVE COGGINS TEST (EIA)			