

SAN ANTONIO POLO CLUB RULES AND TERMS OF BOARD

BOARDING:

San Antonio Polo Club agrees to provide the following. In additional to normal and reasonable care and handling to maintain the health and wellbeing of the above described horse(s):

*12x12 matted stall, cleaned 2x daily.

*Daily Turnout (4 hrs-8hrs. on average unless additional is requested and available).

Horses may be turned out overnight upon request if available. If riding in the evening hours however, rider/handler is responsible for putting horses outside in assigned paddock. GRAIN:

Daily feedings will consist of 2 lbs. per feed of grain, up to 6 lbs. per day/per horse, divided into 2 feedings per day. If horse(s) require a significant increase in grain for more than one week, Owner has the option to purchase feed or pay the San Antonio Polo Club to purchase the additional grain requested. Owner may choose to have their horses fed either San Antonio Polo Club grain (Purina Strategy Healthy Edge or Senior Active, or Nutrena Triumph 12% protein pellet), or a grain of the Owner's preference on condition Owner provides special feed. Hallaway Feeds may be made available upon request. HAY:

Horses will be provided 3-6 flakes of good quality coastal bermuda hay 3-4 times per day depending on the weather. If horses are outside with adequate grass, no hay will be provided. Horses will also be provided with one (1) flake of alfalfa hay upon request.

SUPPLEMENTS:

San Antonio Polo Club will feed supplements at Owner's request. **All supplements must be provided by the Owner.** There will be a \$20/month Supplement fee for dispursing supplements.

ROUTINE MEDICINE: If required, San Antonio Polo Club will take care of any of your horses's daily medication needs. Owner is responsible for purchasing and ensuring a supply of the medication is on hand at the San Antonio Polo Club. Depending on how complicated the administration of the medication is, an additional small fee may be charged.

WORMING: All horses will be wormed every 12-13 weeks at Owner's expense.

FARRIER/VET: San Antonio Polo Club will not cover the cost of any farrier/vet charges. With at least one week advance notice San Antonio Polo Club can schedule and hold your horse(s) for routine farrier/vet appointments at no cost. Owner may also select their own farrier/vet, but they must be reliable. In the case of an emergency, San Antonio Polo Club will work with you to get hoof care and veterinary care as quickly as possible.

GROOMING/EXERCISE/TRAINING: San Antonio Polo Club can provide any of these services for your horse(s) provided prior arrangements are made. Exercise and Training will be included in selected boarding package.

OWNERSHIP: Owner warrants that he/she owns said horse(s) and that there are no liens against said horse(s), expressed or implied by law. Owner shall have sole responsibility for maintaining insurance coverage for, and with respect to Owner's horse and other personal property, including without limitation appropriate policies of property and liability insurance.

Owner acknowledges and accepts the risks and dangers inherent in equine activities ("Equine Related Risks") including without limitation: the propensity of a horse to behave in ways that may result in injury or harm to or the death of persons on or near the horse or result in an injury or death to other animals, including Owner's horse(s)m such as bucking, biting, kicking, rearing, shying, falling, or stepping on persons or other animals; the unpredictability or a horse's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, such as surface and subsurface ground conditions collisions with other horses, animals and objects; and the potential of another horse owner to not maintain control over their horse or horses. Outside instructors wishing to provide instruction must provide proof of insurance in excess of five-hundred thousand dollars.

RISK OF LOSS:

During the time the horse(s) are in the custody of the San Antonio Polo Club, the San Antonio Polo Club shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse(s). This includes, but is not limited to, any personal injury or disability the horse(s) may receive while on San Antonio Polo Club's premises. Owner fully understands and hereby acknowledges the San Antonio Polo Club does not carry any insurance on any horses not owned by the San Antonio Polo Club, including but not limited to, such insurance for boarding or any other purposes, for which the horse(s) are covered under any public liability, 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 all risks relating to boarding of horse(s) or for any other reason, for which the horse(s) is/are in the possession of San Antonio Polo Club.

EMERGENCY CARE:

Should San Antonio Polo Club deem that medical treatment is needed for said horse(s) and San Antonio Polo Club is unable to contact Owner within a reasonable amount of time, which time shall be judged and determined by San Antonio Polo Club staff, and San Antonio Polo Club determines what is required for health and well-being for said horse(s), the San Antonio Polo Club is hereby authorized to secure emergency veterinary care and/or farrier care, by any licensed providers of such care who are selected by San Antonio Polo Club. Depending on the seriousness of the incident, San Antonio Polo Club will make every attempt possible to contact the Owner's emergency care providers before deciding to contact any other provider. The amount allowed to spend on care given to San Antonio Polo Club on Boarding Lease Agreement is authorized, and the Owner agrees to be directly billed by care provider.

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to Item 10 San Antonio Polo Club Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due San Antonio Polo Club under this AGREEMENT shall be due and payable by the fifth(5th) day of the month, and immediately in the event of termination. Failure to make any payment by 5th day of month shall place OWNER in default hereunder, and will result in late charges of \$10/day until overdue amount is settled with the San Antonio Polo Club. Acceptance by San Antonio Polo Club of any late payment shall not constitute a waiver of subsequent due dates or determinations of fault.

MEDIATION/ARBITRATION BY EQUINE DISPUTE RESOLUTION SERVICE:

In the event of any dispute or disagreement relating to 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 before either party resorts to court action. Medication shall be conducted and according to the rules of the Equine Dispute Resolution Service and shall be commenced within 45 days of such disagreements or the request of either party to mediation. In the event the parties are unable to successfully resolve said dispute through said mediation, then, the parties agree to submit the dispute to binding arbitration by and according to the rules of Equine Dispute Resolution Service, within 30 days of any declaration of impasse by EDRS.

EXTRA FEES:

- *Trailer Transportation-\$50 surcharge plus \$1 mile
- *Supplements Added to Feed-per month \$20 (supplements supplied by owner)
- *Extra Bedding-\$20/month
- *Lessons-TBD
- *Worming-\$20 per administration

SAFETY RULES:

PLEASE BE AWARE THAT THE FOLLOWING RULES HAVE BEEN ESTABLISHED TO ENABLE SAN ANTONIO POLO CLUB TO PROVIDE A SAFE, FUN ENVIRONMENT FOR STUDENTS, PARENTS, VISITORS, BOARDERS, STAFF, TEACHERS, AND THE HORSES TOO.

1-Observers/spectators are welcome. However, they are asked to maintain a safe distance from the horse and to refrain from noisy or otherwise disruptive behavior around the riding arenas, paddocks, and barns. Furthermore, they should not wander the aisles or the premises, enter any area where horses are working, and should stay within designated viewing areas.

- 2-Any child anywhere on the San Antonio Polo Club premises must have a one-on-one supervision by a parent or other adult who takes active responsibility for the child's safety and behavior. Toddlers must be in strollers, or in the arms, or held by the hand at all times.
- 3-Guests of students should stay with the student at all times, and are not allowed to wander the aisles or premises.
- 4-Visitors are not allowed in the riding arenas except in designated viewing area or when mounted.
- 5-All riders and visitors must wear protective foot gear (closed toe shoes, riding boots, paddock boots, or heavy work boots) in the barn and whenever they come near the horses.
- 6-No one is allowed in the paddocks except for staff and boarders.
- 7-NO DOGs or pets allowed on the premises.
- 8-NO SMOKING in or around the stables or riding areas.
- 9-Only staff and Owners may feed horses, open paddock doors or stalls. Visitors may not feed treats or pet horses.
- 10-Owner is asked to pick up their horse's manure.
- 11-Tack room doors must be kept closed, and tack rooms are to be kept clean and orderly.
- 12-Owner is responsible to ensuring their horse's stall door or paddock gates are closed securely.
- 13-San Antonio Polo Club is not responsible for lost, stolen or damaged items.
- 14-Owners may not borrow equipment, including from San Antonio Polo Club, without expressed permission.
- 15-Owners understand that you and your guests are riding at your own risk.