



This Horse Boarding Agreement, hereinafter referred to as "Agreement", between any entity assumed by San Antonio Polo Club, and hereinafter referred to as "Owner".

WITNESSETH

1. FEES: Owner agrees to pay San Antonio Polo Club the monthly sum of \$950 per horse to take place at the San Antonio Polo Club Equestrian Center located at 490 W. Specht Road, San Antonio, TX 78260, said services to include monthly board and use of an in-barn stall with daily cleaning and daily turnouts per San Antonio Polo Club turnout guidelines for in barn stall boarded horses. Monthly board shall be paid in advance and is due on the first day of each month. Owner shall pay all costs and charges for special services such as veterinary, medical, and farrier costs incurred for boarded horse(s). San Antonio Polo Club reserves the right to adjust fees from time to time following thirty (30) days notice to Owner San Antonio Polo Club's intent to do so.

A. San Antonio Polo Club reserves the right to place a lien on the horse along with its registration certificate issued by the breed association for all charges resulting from boarding and rendering any other services to the animal. If such charges shall be unpaid for a period of thirty(30) days after they become due, San Antonio Polo Club may, upon forty-five (45) days notice in writing to the Owner, sell the animal along with any registration certificate at public or private sale to satisfy the account. Owner agrees to relinquish title to any and all breed association registration papers upon the enactment of this clause. The notice may be served by registered or certified mail with return receipt requested, addressed to the address of the Owner as stated above. If the proceeds of the sale are insufficient to cover the indebtedness, the Owner shall pay the difference to San Antonio Polo Club.

2. WARRANTY OF ANIMAL'S HEALTH: Owner warrants to San Antonio Polo Club that the horse(s) is/are free from infectious, contagious or transmissible disease. San Antonio Polo Club reserves the right to refuse board for any horse within seven (7) days of arrival if found to be not in proper health per this section. Owner assumes full responsibility for all expenses resulting from the spread of any infectious, contagious or transmissible disease brought onto San Antonio Polo Club Equestrian premises by Owner's horse in violation of this warranty section.

A. Prior to bringing the horse(s) for boarding at San Antonio Polo Club, Owner agrees to provide San Antonio Polo Club the following for each horse: 1) current negative Coggins test; 2) current Strangles Vaccinations; 3) immunization records; 4) worming records.

B. By signing this form you also acknowledge our mandatory shot and worming program. This program states that vet will administer a wormer every eight to 12 weeks, perform occasional fecal tests, teeth floating, and administer fall and spring shots. This is at the Owner's expense and the Owner is responsible for scheduling care.

3. ILLNESS OR INJURY: Owner agrees that if the horse becomes ill or injured, San Antonio Polo Club shall attempt to immediately telephone the Owner. If the Owner does not immediately inform San Antonio Polo Club regarding measures to be taken or if the state of the animal's health requires immediate action to preserve the animal's health, San Antonio Polo Club is authorized by Owner to request services of a veterinarian, or give any other attention

that appears advisable. In such case, Owner shall designate amount San Antonio Polo Club can spend on vet care on the AGREEMENT.

4. SAN ANTONIO POLO CLUB RIGHT TO TERMINATE: San Antonio Polo Club reserves the right to terminate this boarding agreement as follows.

A. If in the opinion of San Antonio Polo Club, the horse is deemed dangerous or undesirable for the San Antonio Polo Club Equestrian facility, Owner agrees to remove the horse from San Antonio Polo Club within seven (7) days notice to owner. This will result in the owner's advance fees being forfeited. In such case, the Owner shall be responsible for all fees incurred during the horses's stay, with any unearned fees paid to San Antonio Polo Club in advance to be returned to Owner upon termination of this AGREEMENT.

B. Without cause whereby animals shall be removed from San Antonio Polo Club immediately following thirty (30) days written notice. It is at San Antonio Polo Club's discretion to return any security deposits. In such case, the Owner shall be responsible for all fees incurred during the horses's stay, with any unearned fees paid to San Antonio Polo Club in advance to be returned to the Owner upon termination of the AGREEMENT.

C. With cause whereby actions such as stealing, use of narcotics, flagrant damage or destruction of San Antonio Polo Club property, flagrant violation of San Antonio Polo Club rules, abuse of animals, physical or verbal abuse of San Antonio Polo Club personnel or other boarders will not be tolerated and will result in immediate expulsion from the premises and termination of this agreement. This section includes profanity directed at staff or other boarders, disrespectful/demeaning confrontations, or defamatory statements. This behavior will culminate with a meeting of the staff and SAPC for discussion, resulting in a decision to provide ONE warning or termination boarding rights. In case of warning, Owner agrees to a zero tolerance for such behavior in the future. In case of termination, Owner agrees to remove horse(s) from San Antonio Polo Club within seven (7) days notice to Owner of said violation. In such case, Owner agrees to forfeit any and all advance fees paid to San Antonio Polo Club and security deposits.

5. OWNER RIGHT TO TERMINATE: **Owner may terminate this agreement without cause following a minimum of thirty(30) days advance written notice to San Antonio Polo Club of Owner's intent to remove their horse from San Antonio Polo Club.** Failure to turn in an advanced thirty(30) day written notice will result in forfeit any advance fee items. This includes horse temporary leave of absence/vacation/turnout pasture. No horse will be allowed to leave San Antonio Polo Club until all monies due San Antonio Polo Club are paid in full.

6. FACILITY USE: The San Antonio Polo Club facilities are for the use of Owners, their families, and guests. Owners shall be responsible for the conduct of their family and guests while at San Antonio Polo Club, and show caution in granting riding privileges, and give barn management the right to refuse any guest from mounting if it deems such action could be dangerous. San Antonio Polo Club reserves the right to refuse admittance and/direct anyone to leave San Antonio Polo Club if their conduct does not conform to San Antonio Polo Club rules and/or good social behavior. Flagrant disregard for San Antonio Polo Club rules by the Owner, Owner's family, or Owner's guests may result in: 1) termination of this AGREEMENT per section 4C; or 2) an accompanying increase in boarding fees of \$10 per each notice of violation issued, up to 5 violations.

7. **HOLD HARMLESS:** San Antonio Polo Club shall not be held accountable for, and the Owner agrees to indemnify San Antonio Polo Club for any liability for damages to the horse of any cause whatsoever, including, but not limited to, loss of fire, theft, running away, unless cause by the negligence of San Antonio Polo Club. Owner further agrees to be solely responsible at all times for any and all acts of the animal, including, but not limited to damage to San Antonio Polo Club property, such as stalls, lighting, fencing, etc., and claims or injuries or loss of life that may sustained by Owner, his family, invitees, and agents, or any other persons on the property.

8. **USE OF HORSE BY OTHER THAN OWNER:** No horse shall be allowed to be used by anyone other than Owner without expressed written advanced permission of Owner. San Antonio Polo Club will require a Liability Release Form for any person riding, visiting or handing horses at San Antonio Polo Club.

9. **INSURANCE BY OWNER:** Owner acknowledges that San Antonio Polo Club insurance coverage does not cover loss, damage or injury to Owner's horse(s), tack, trailer, or equipment. It is the responsibility of Owner to provide such insurance coverage on the horse(s) equipment.

10. **LEAVE OF ABSENCE:** Owner will submit in writing any leave of absence by their horse for any reason. The Owner understands they remain responsible for all boarding fees while absent from San Antonio Polo Club. If at any time the horse should not be returning, the Owner is responsible for providing a written thirty(30) day notice.

Owner acknowledges that Owner, being of legal age and sound mind, not being under the influence of alcohol, drugs, or intoxicants has read and understands all provisions of this AGREEMENT. The AGREEMENT is entered in the State of Teas and will be interpreted and enforced under the laws of that State.

*PLEASE NOT THAT REEVALUATION WILL BE DONE ON THE MANAGEMENT SIDE AT THE END OF EACH YEAR. IF SIGNIFICANT CHANGES ARE MADE, A NEW BOARDING CONTRACT WILL BE DRAWN UP TO REFLECT CHANGES.

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

IN WITNESS WHEREOF, the parties have hereto caused this AGREEMENT to be executed for commencement on this date of term acceptance.

By San Antonio Polo Club

By Owner(s)

Date