

OWNER'S INFORMATION SHEET

Switch Willo Stables

(Fill out one for each horse boarded.)

Owner's Name _____

Additional Owners _____

Phone #'s(Home) _____(Work) _____(Cell) _____

Address:

Primary E-mail: _____ Secondary E-mail: _____

Horse's Name (barn) _____(show) _____

Foaled _____ Color _____ Gender _____ Breed _____

USEF # _____ Microchip # _____

Feed (type & amount) _____

Hay (type & amount) _____

Supplements _____

Does the horse have any dangerous tendencies or habits? (Kicking, Biting, Rearing, Cribbing)

If yes, describe: _____

Does the horse have any health issues? (Chronic Lameness, Blindness, Disease)

If yes, please describe: _____

Allergies, if known: _____

Other _____

Current vaccinations: Yes _____ No _____ (Please Provide Veterinary Proof)

Date, type of last deworming: _____

Date of last dentistry _____ Date of last shoeing _____

Typical turnout _____ Behavior toward other horses _____

Special Care Requirements: _____

Emergency Contact: (In the event you cannot be reached)

Name: _____ Phone Number: _____

Is Horse Insured? _____ Insurance Carrier _____ Policy# _____

Phone 1: _____ Phone 2: _____

Is this horse considered a surgical candidate in the event of colic or serious illness? YES _____ NO _____ Initial: _____

Please provide a copy of current coggins

Switch Willo Stables
4829 Switch Willo
Austin TX 78727

Phoebe and Glenn Johnson
(512) 345-4214

Board Agreement

Switch Willo Stables, hereinafter designated "SWS", agrees to accept for boarding on a month to month basis (a month being the first day to the last), commencing _____, 20____, the horse or pony, hereinafter designated "The Horse" described below:

(Nickname of Horse) (Breed) (Color) (Sex) (Age)

(Registered Name) (USEF Number)

The above described horse is owned/leased by _____, hereinafter designated "Owner".

All Owners are required to have a current Board Contract on file for every horse located on SWS property. Fill out all blank spaces, initial at the end of every point in space provided, sign where designated.

Article 1 Basic Board (price listed on current Price Sheet)

It is understood SWS will provide the following basic board monthly services:

Section 1.01 Stall care

- (a) Twice daily stall cleaning Monday through Saturday
- (b) Fresh shavings once weekly (one front-end loader full)
- (c) Extra shavings available at additional cost

Section 1.02 Turn out

- (a) Two hours of daily turnout Monday through Sat except on national holidays
- (b) It is understood by Owner, turn out is weather permitting
- (c) It is understood by Owner, SWS turns Horse out in groups of two in paddocks and groups of five or six on hunt course
- (d) Night turnout is available at an additional monthly charge

Section 1.03 Feed*

- (a) Grains available from SWS, fed up to three times daily
 - a. West Feeds 14% protein pellets
 - b. West Feeds Senior
 - c. West Feeds Good n Sound (low starch)
- (b) Hay*
 - a. Coastal (4 flakes daily)
 - b. Haynets available at an additional monthly charge
 - c. Alfalfa available at an additional monthly charge

*Note: SWS reserves the right to charge Owner hay/feed surcharge, if necessary

Owner initial page 1 _____

Section 1.04 Lessons

- (a) A total of four lessons (taught by Glenn or Kirk) are included in Basic Board
- (b) Additional lessons available for \$50 per lesson

Section 1.05 Supplements

- (a) SWS will feed supplements provided by Owner
- (b) Dry supplements must be individually packaged
- (c) Packaging of bulk supplements available at an additional monthly charge

Section 1.06 Night check

- (a) Night check provided 9 pm- 11pm, 7 days per week

Section 1.07 Electricity for fans/blanketing

- (b) Electricity for one fan in warm weather
- (c) Blanketing during staff working hours in cold
- (d) Blanketing after hours/Sundays will incur an additional charge

Section 1.08 Google Group

- (a) Owner will submit to SWS email manager all pertinent email contact in
- (b) Used to provide show information, veterinary and dental information, schedule changes, etc.

By initialing, Owner acknowledges having read and understood all sections of Article 1_____

Article 2 Late Payment

SWS board and other charges are due no later than the 20th day of each month

Section 2.01

- (a) SWS requires a current credit card (MasterCard, Visa, American Express) to remain on file at all times
- (b) If at any time Owner’s account with SWS has not been paid by the last day of the billed month, Basic Board and Additional Owner’s Monthly Expenses will be charged automatically
- (c) Late fee of \$50 will be applied
- (d) Processing fee of 3.4% will be applied

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 Basic Board is due prior to arrival of above-listed Horse to SWS

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

Owner initial page 2_____

Article 4 Termination

Section 4.01 30 days written notice

- (a) SWS must receive written notice from Owner no later the first day of the month prior to leaving
- (b) SWS reserves the right to terminate the Board Agreement
- (c) SWS will apply the deposit to last bill

Section 4.02 Right of Lien

- (a) Owner must pay all outstanding fees owed to SWS prior to removing Horse from SWS premises
- (b) If Owner fails to pay in full SWS all outstanding balances, SWS shall have the right to exercise its statutory lien rights pursuant to Texas Property Code 70.003, including sale of Horse to recover any and all unpaid fees

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

Article 5 Veterinary Care

Section 5.01 Emergency authorization

- (a) In the event the Horse becomes sick or injured and Owner cannot be reached, SWS has the right to secure veterinary care for the Horse
- (b) Owner will be financially responsible for any veterinary care of the Horse
- (c) It is Owner's responsibility to update SWS of any changes to emergency contact information

Section 5.02 Coggins

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

Section 5.03 Routine Veterinarian and Dental Service

- (b) SWS will arrange for routine veterinary services, including deworming and vaccinations, through Austin Equine Hospital
- (c) Owner is responsible for contacting Austin Equine Hospital to arrange payment for services prior to services being rendered

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 SWS 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 Horse is boarded or in the custody of SWS or its agents.
- (b) Owner waives all and any claims for personal injury by other animals or injury to property, or injury to the Horse

Owner initial page 3 _____

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 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 SWS and its agents, including its instructors, for injury or death to riders and spectators on SWS premises or other premises while the Horse is in the possession or control of SWS and its agents
- (b) UNDER TEXAS LAW (Chapter 87, CIVIL PRACTICES AND REMIDIES 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 6 _____

Article 7 Purchase or Lease of Horses

Section 7.01 When you are in the market for a horse, Phoebe, Glenn and Kirk 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 trainers. Doing so could jeopardize your safety or that of your child if an inappropriate horse is picked. A suitable horse within the price range you specify will be located. Please be aware of the following:

- (a) You are responsible for the cost of hauling the horse to SWS and its return if not purchased
- (b) Board will be pro-rated based on the number of days the horse is at SWS
- (c) You will be responsible for all costs incurred while at SWS, such as shoeing, professional rides, or medical needs. Please discuss purchasing insurance to cover the horse’s medical needs and loss of use or mortality with us
- (d) A 15% commission, with a minimum of \$1,500, is due and payable at the time of purchase, lease or sale of your horse. Further details may be provided upon request

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

Article 8 Social Media

Section 8.01 It is understood by Owner that SWS has a no-tolerance policy for profanity, bullying, or inappropriate content involving SWS on social media. For example, if myself or my child are on SWS property, or using/wearing the SWS name in any way, I agree that content posted online will be appropriate and respectful

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

Owner initial page 4 _____

Article 9 Administrative Procedures

Section 9.01 Failure or delay in the enforcement of the rights detailed herein by SWS shall not constitute a waive of rights or be considered as a basis for estoppel. SWS may exercise its rights herein despite delay or failure to enforce said rights.

Section 9.02 This agreement shall be subject to and governed by the laws of the State of Texas

Section 9.03 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 specific provision shall not be held to invalidate any other provisions herein

Section 9.04 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 party 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 9_____

Owner initial page 5_____

I, _____, am Owner/Lessee 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 SWS pursuant to the terms of this Agreement, and I agree to be bound by all terms of this Agreement.

Signature of Owner

Date

Authorization and credit card information

I, _____, Owner of Horse _____,
Authorize Phoebe Johnson and SWS to charge my _____, credit card number,
_____, expiration date _____, security
Code _____, the outstanding Basic Board and Additional Owner's Monthly Expenses
at any time my account is not paid by the last day of the billed month.

Signature _____ Date _____

Billing address: _____
