

ROLLING RIDGE STABLES, INC.
P.O. BOX 280
AUSTIN, TEXAS 78767-0280

BOARDING CONTRACT

This contract is made and entered into on this ____ day of _____, 2007, between Rolling Ridge Stables, Inc., and _____, Boarder, or if Boarder is a minor, Boarder's parent or guardian; and if Boarder is not the owner of the horse to be boarded, then, in addition, the owner of the horse (hereinafter collectively "Boarder.") For and in consideration of the agreements herein set forth, Rolling Ridge and Boarder mutually agree as follows:

1. **SERVICES PROVIDED.** Boarder shall pay Rolling Ridge for boarding services, as described below, the fee of \$ _____ per month or \$ _____ per day. This shall include the following:*

_____ 12 x 12 Stall (\$395.00 facing inside, \$380.00 facing outside)

_____ 14 x 16 Stall (\$420.00)

Cleaning of stall and adequate bedding

Feeding, including grain twice daily and hay three times daily

Daily group turnout in paddocks (weather permitting)

Use of facilities, including arenas and open riding areas (weather permitting, no riding in paddocks at any time, arenas closed when they contain standing water), reasonable space in tack room (not a storage facility!), wash rack, tie-up/grooming areas, and trailer parking (space permitting, not guaranteed)

_____ Strongid (\$20.00 per month)

_____ Other: _____

OR

_____ 24 hour turn out in designated pasture, with group shelter (\$225.00)

Feeding, including grain twice daily and round bale hay in pasture

Use of facilities, including arenas and open riding areas (weather permitting, no riding in paddocks at any time, arenas closed when they contain standing water), reasonable space in tack room (not a storage facility!), wash rack, tie-up/grooming areas, and trailer parking (space permitting, not guaranteed).

* The turn out for all new horses for the first two weeks they are at Rolling Ridge, and for horses removed temporarily that return after being turned out with other herds, will be in one of the pipe fence pens, with no horse in the next pen. For stall horses, their stall shall be one for the first two weeks that does not allow contact with other horses.

2. **COMMON AREAS.** Boarders shall be responsible for leaving common areas (grounds, tack room, wash rack, aisles, etc.) at least as clean as they found them.

3. **ADDITIONAL SERVICES.** Fees for additional services, such as grooming, exercising, worming, administration of medication, minor injury handling, handling for farriers

and the veterinarian, emergency handling, and trailering (when available), cleaning up messes boarder fails to clean, will be posted when possible, but may depend on the length of time the service consumes. Fees for added services will be invoiced in the month following the month in which services were rendered. These services are extra; they are not included in the amount of your monthly board.

4. **TIME AND PLACE OF PAYMENT.** The boarding fee is due on or before the 1st of the month. If you have not received a bill, you must still submit the amount of the monthly board stated above. Boarder shall mail payment to the address above or deliver payment to Jennifer Riggs. In the event that payment is not received in a timely manner, Rolling Ridge may assess a late fee of \$10.00.

5. **STALL/PASTURE SPACE HOLDING.** If Boarder wishes to remove Boarder's horse from Rolling Ridge for an extended period of time, Rolling Ridge has the option of accepting a holding of fee of \$200.00 per month in place of full board and \$100.00 per month for pasture board, until horse's agreed upon return date. Rolling Ridge may use Boarder's stall or pasture space until Boarder's horse returns.

6. **WAIVER OF LIABILITY. WARNING: Under Texas Law (Chapter 87, Civil Practice 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 equine activities.** Boarder agrees that Rolling Ridge, its owner, agents and employees (collectively "Rolling Ridge") are equine professionals under Texas law and that, under Texas law and independently under this Contract, Rolling Ridge is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities. Boarder also agrees that Rolling Ridge is not liable for death, sickness, and/or accident to Boarder's boarded horse, including consequential damages, unless caused by the wilfull and wanton negligence of Rolling Ridge. Boarder also agrees that Rolling Ridge is not responsible for any loss or damage to Boarder's tack and other equipment and supplies. **Rolling Ridge suggests but does not require that Boarder carry full insurance on horse, tack, and all equipment.**

7. **HORSE TEMPERAMENT.** Rolling Ridge reserves the right to notify the Boarder if horse, in Rolling Ridge's sole discretion and opinion, is deemed dangerous or otherwise unsuitable for a boarding stable. In such case, Boarder is responsible for removing horse within 14 days and remains responsible for all fees incurred during horse's stay, provided that board will be prorated for any unused portion and the 30 day notice provision shall not apply.

8. **HORSE HEALTH.** Boarder warrants that Boarder's horse is free from infectious, contagious or transmissible disease. A copy of a current (within one year), negative Coggins Test, current vaccinations, including rabies, and a health, worming, and immunization record are required. In addition, all horses will be required to have a strangles vaccination when the same is scheduled at the stables. Rolling Ridge reserves the right to refuse horse within 14 days of arrival if not in proper health. In such case, Boarder remains responsible for all fees incurred during horse's stay, provided that board will be prorated for any unused portion and the 30 day notice provision shall not apply.

9. **VET AND FARRIER CARE.** Rolling Ridge will attempt to maintain a regular vaccination schedule for the benefit of all horses living here. Boarder will provide Rolling Ridge with copies of immunization records and Coggins results that are mailed directly to Boarder. Although Rolling Ridge will arrange and handle veterinarian and farrier visits, Boarder must handle payment for such care directly with the provider. When Boarder arranges his or her own veterinary and farrier services, Boarder shall advise Rolling Ridge to avoid scheduling conflicts. There are farriers and veterinarians who may not be welcome at Rolling Ridge, either because of past experience or simply to avoid excessive overlapping schedule conflicts. **PLEASE MAKE SURE YOUR PREFERRED VET AND FARRIER WILL BE WELCOME BEFORE SIGNING CONTRACT.**

10. **EMERGENCY CARE.** In the event of sickness and/or accident to the horse, after reasonable efforts have failed to contact Boarder, Boarder's designated contact, and Boarder's preferred veterinarian, Boarder grants Rolling Ridge permission to contact a veterinarian for treatment and Boarder agrees to pay for such treatment as provided in the Horse Health Information Form attached as Exhibit "A."

11. **NOTICE TO END CONTRACT.** Upon 30 days written notice, for any reason or for no reason, either or both Boarder or Rolling Ridge may terminate this Contract. In the event that the horse dies or is sold, Rolling Ridge reserves the right to waive notice. The safety and security of this facility, for our Boarders, for the horses kept here, and for the property itself, is of the utmost importance to Rolling Ridge. For that reason, if Boarder, Boarder's guests or third parties associated with Boarder act in a manner that endangers any horse, any person, any property or part of the facility itself, Rolling Ridge reserves the right to terminate this Contract with only 24 hours notice. Boarder shall remain liable for all fees incurred up until the date of termination and for any damages incurred as a result of the violation. Boarder shall pay Rolling Ridge for all board and services incurred through the termination date. In the event of emergency closure (i.e. natural disaster), Rolling Ridge shall give Boarder as much notice as possible of whether Rolling Ridge will rebuild and will waive notice from Boarder if Boarder decides to leave. Rolling Ridge shall be held harmless for any damage arising from such closing.

12. **CONTRACT MAY NOT BE ASSIGNED.** This Contract is non-assignable and non-transferable. Stalls and pasture space may not be subleased.

13. **GUESTS AND RELEASES.** Boarder agrees that Boarder will not allow any of Boarder's guests or other third parties associated with Boarder to ride or otherwise handle Boarder's horse unless and until (1) Boarder had first obtained each guest's or third party's signature on a **RELEASE OF LIABILITY** form provided by Rolling Ridge, a copy of which is attached to this Contract as Exhibit "B," and (2) Boarder has delivered the signed form to Rolling Ridge.

14. **RESPECT FOR OTHER BOARDERS.** Boarder agrees that Boarder will not use or allow any guest or third party associated with Boarder to use any horse or any equipment or supplies not belonging to Boarder without the express, *prior* agreement of the person to whom the horse, equipment, or supplies belong.

15. **LEASING BOARDED HORSES.** Boarder shall not charge any third party a fee or any thing of value for the use of Boarder's horse without the permission of Rolling Ridge and compliance with section 13, above, and provided the third party a copy of the Rolling Ridge policies. **ROLLING RIDGE DOES NOT ALLOW HORSE RENTALS TO THE GENERAL PUBLIC.**

16. **TEACHING LESSONS/TRAINING.** No Boarder and no other person may charge a fee or other thing of value for providing lessons or training on Boarder's or another horse on Rolling Ridge premises without the prior approval of Rolling Ridge. Insurance naming Rolling Ridge as an additional insured may be required

17. **INDEMNIFICATION.** Boarder agrees to indemnify, hold harmless, and defend Rolling Ridge, its owners, agents, and employees (collectively "Rolling Ridge") against and from any and all claims and damages of every kind for injury, death, or property damage **caused to or by** Boarder, Boarder's horse, and any of Boarder's guests or third parties associated with Boarder, in connection with the Boarder's, guests', and/or third parties' participation in the care of, handling of, or riding of Boarder's horse or while engaged in other activities whatsoever with respect to Rolling Ridge, or arising out of or attributable directly or indirectly to any act or omission of Rolling Ridge Boarder understands that Rolling Ridge is relying on Boarder's agreement to so indemnify, defend, and hold harmless Rolling Ridge and that absent such agreement, Rolling Ridge would not enter into a boarding contract with Boarder.

18. **PROPERTY DAMAGE.** Boarder agrees to reimburse Rolling Ridge for damage to the property of Rolling Ridge, including but not limited to damage to the premises resulting from the acts and omissions of Boarder, Boarder's horse, Boarder's guests or third parties associated with Boarder, excluding reasonable wear and tear on the facilities.

19. **SECURITY DEPOSIT.** Boarder shall pay a refundable security deposit equal to one month's board, as security for property damage (i.e. cribbing, horse kicking hole in stall, boarder backing into fence or misjudging corners with trailer, riding in arenas when base is soaked and causing holes in the base). Boarder's liability shall not be limited, however, to the amount of the security deposit. Boarder may not elect to count the security deposit as the last month's board. Boarder authorizes Rolling Ridge to deduct additional invoiced expenses from the security deposit, along with property damage, if any, prior to refunding the deposit. All deductions shall be itemized in writing and Rolling Ridge shall refund the deposit within 60 days of the termination of the contract.

19. **LIEN ON HORSE.** Boarder hereby grants and Rolling Ridge is entitled to a lien against the Boarder's horse, equipment, and supplies for all board due, services provided, to enforce the indemnification and property damage clauses above, and for expenses of collection, including attorneys fees, and Rolling Ridge shall be entitled to enforce lien and sell the horse for said amounts according to the appropriate laws of Texas.

20. **POLICIES.** Boarder agrees to abide and agrees to assure that Boarder's guests and third parties associated with Boarder abide by Rolling Ridge's safety policies, some of which are in writing, attached as Exhibit "C" ("The Rules"), some of which are posted as signs (**keep front gate closed**), some of which will be oral instruction in emergencies, and some of which are

simply by practice and industry standard (i.e. walking, no running around horses, walk into barn, stop riding when a horse is loose, a fellow rider has fallen until he or she is back in control, etc).

21. **ENFORCEMENT.** This Contract is made and entered into in the State of Texas, and shall be enforced and interpreted under the laws of this State. This Contract is performable in Travis County, Texas. Should any clause be in conflict with State Law, then that clause is null and void.

22. **NO ORAL MODIFICATION.** This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in writing.

23. **ALL PARTIES MUST SIGN.** After Rolling Ridge Stables, through Jennifer S. Riggs and only Jennifer S. Riggs, and Boarder, and Owner, if not the same as Boarder, and Boarder's parent or guardian, if the Boarder is a minor, sign this contract, it will then be binding, subject to the above terms and conditions. No horse may be brought to Rolling Ridge until all parties have signed this contract.

I UNDERSTAND THAT BY SIGNING BELOW I AM WAIVING VALUABLE LEGAL AND EQUITABLE RIGHTS AND ASSUMING IMPORTANT LEGAL OBLIGATIONS AND RISKS. I HAVE CAREFULLY CONSIDERED THE TERMS OF THIS CONTACT AND SIGN WITH FULL KNOWLEDGE OF THOSE RISKS.

_____ Boarder's Signature	_____ Owner's Signature (if other than Boarder)
_____ Boarder's Printed Name (Parent or Guardian if Boarder is a minor)	_____ Owner's Printed Name (Parent or Guardian if Owner is a minor)
_____ Address & Telephone of Boarder	_____ Address & Telephone of Owner

Rolling Ridge Stables, Inc.
By: Jennifer S. Riggs

Description of Horse:

Deposit of \$ _____ received on _____ by _____

HORSE HEALTH INFORMATION FORM
(please print)

Name of horse: _____

Name of boarder: _____

Name of owner: _____

Phone: Day Evening Other

Emergency contact
(if you cannot be reached): _____

Phone: Day Evening Other

Preferred Veterinarian:

Phone: Day Evening Other

HORSE INFORMATION

Age: _____

Breed: _____

Sex: _____

Farrier: _____

How long owned: _____

Name of previous owner: _____

Name of current barn: _____

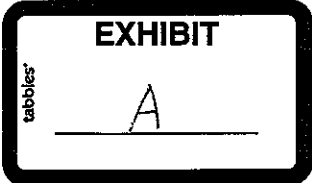
May we contact your horse's current caretaker? Yes No

Phone: Day Evening Other

Have you or your horse ever been asked to leave a barn? Yes No

If yes, please explain:

List of injuries or illnesses your horse has been treated for and approximate date. Be specific.
(i.e. right front leg ...) & include colic history:



Has your horse had colic surgery? No Yes Date: _____

Has your horse had strangles? No Yes Date: _____

Does your horse require special feeding? No Yes If yes, what? _____

Does your horse pasture well with other horses? No Yes

Does your horse have any stable vices? (cribbing, kicking, etc.) Please list:

Has your horse ever been pastured with cattle? No Yes

If your horse requires immediate colic surgery (which could cost you approximately \$3,000 - \$5,000 and which may not be successful), and you cannot be reached, does Rolling Ridge Stables have your permission to transport your horse to Elgin and to authorize the vet to perform surgery?

Yes, I give my permission, signed: _____

No, I do not give my permission, signed: _____

If "No," what is the dollar limit you agree to pay and authorize to try and save the life of your horse without performing surgery? \$ _____. (Emergency treatment for a mild colic may cost \$200.00 to \$500.00, with no guarantee of success).

Do you have medical or other insurance on your horse? No Yes

If "Yes," please provide any information we would need in the event of emergency (i.e. any pre-authorization required for treatment, etc., for which you or your representative will remain responsible for obtaining):

(please, do *not* provide a copy of the policy)

This information is to help guide us in the event that you cannot be reached in the case of an emergency. Thank you.

Under Texas law (Chapter 87, Civil Practice 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 equine activities.

RELEASE

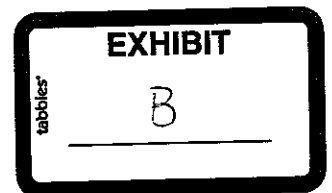
I acknowledge that the use, handling, and riding of a horse and the use of farm equipment and the presence in or around a stabling facility where horses are present, involves inherent risks of personal injury or death to any individual involved in such activities and of damage to or loss of property, including damage to the tack and horses involved. I acknowledge that any horse, regardless of past behavior or training, can act unpredictably at any time. I acknowledge that horses, riders, and observers can be injured in the normal course of events while tacking up, hacking, schooling, competing, or just observing in close proximity to horses. With full awareness of the foregoing, I am knowingly participating in equine activities at Rolling Ridge Stables, or at another location sponsored by Rolling Ridge Stables, and I willingly engage in such activities. I accept the possibility of injury or death to myself and/or my horse and/or to others and their horses as inherent risks of equine activities. I acknowledge that horseback riding is a rigorous activity, requiring both physical fitness and mental alertness at all times. I certify that both I and my horse are in good health, free from injury, illness, or other defect that might impair our ability to engage in this activity.

In consideration of the agreement of Rolling Ridge Stables to allow my participation in equine activities, I expressly and voluntarily assume all risks attendant to such activities, and I do hereby fully forever release, discharge, and agree to indemnify and hold harmless Rolling Ridge Stables, Inc., its shareholders, and its and their respective representatives, employees, and agents, and all persons in privity with them, from any and all claims, causes of action, or damages of any kind whatsoever, known or unknown, which I, or those who may claim on my behalf, may assert as a result of injury or death to any horse or rider, or loss or damage to property, incurred while I am participating in any equine activities at Rolling Ridge Stables or sponsored by Rolling Ridge Stables at another location, excluding claims that may result from gross negligence.

By signing below I am waiving valuable legal and equitable rights and assuming important legal obligations. I have carefully considered the risks involved in signing this release and sign with full knowledge of those risks. This release is valid until written revocation is received by Jennifer Riggs, after which point I understand that I will not be able to participate in equine activities at or sponsored by Rolling Ridge.

Please write out in your own handwriting: "I have read and understood these warnings":

Signed: _____
Printed Name: _____
Street Address: _____
City/State/Zip: _____
Telephone: _____
Date: _____



ALL BLANKS MUST BE COMPLETED BEFORE HANDLING ANY HORSE

If I am signing this release as a parent or guardian (participant under 18 years of age), I represent that I am the custodial parent and that I am authorized to sign this release and indemnification agreement. Signed: _____

ROLLING RIDGE STABLES

PLAY BY THE RULES!

1. NO VISITOR HANDLES HORSES UNTIL *AFTER* SIGNING RELEASE
2. ABSOLUTELY NO SMOKING IN AND AROUND BARN AND HAY
3. NO FEEDING HORSES (EVEN CARROTS!) WITHOUT OWNER'S PERMISSION
4. HARD HATS ON ALL PERSONS UNDER 18 AND ON ALL PERSONS JUMPING ANYTHING OTHER THAN GROUND POLES
5. NO ONE USES HORSE, EQUIPMENT, OR SUPPLIES OF OTHERS WITHOUT *PRIOR* PERMISSION
6. DO NOT TIE HORSES TO ANY PART OF STALLS: USE STRINGS ATTACHED TO TIE-RINGS AND CROSS TIES PROVIDED
7. CHECK AND DOUBLE CHECK LATCHES AT BASE OF STALL DOORS
8. NO RIDING IN OUTDOOR ARENAS AND GROUNDS WHEN BASE IS SOAKED
9. FOLLOW AHSA RULES IN ARENAS AND *ANNOUNCE* YOUR PATH (HEADS UP OVER CROSS-RAILS, CIRCLE AT C, ETC.)
10. NO ILLEGAL DRUGS ON PREMISES AND NO RIDING UNDER THE INFLUENCE OF ANY INTOXICANTS, LEGAL OR OTHERWISE
11. DOGS MUST BE ON LEASH WHEN ANYONE IS WORKING WITH HORSES. DOGS THAT CHASE HORSES OR CATS WILL NOT BE INVITED OVER TO PLAY AGAIN
12. CLEAN UP YOUR MESSSES IN COMMON AREAS, HORSE, DOG, OR OTHERWISE: LEAVE THINGS CLEANER THAN YOU FOUND THEM (INCLUDING THE WASH RACK)
13. BE CAUTIOUS AND QUESTION STRANGERS. THERE ARE HORSE AND TACK THIEVES OUT THERE. YOU HAVE A RIGHT TO BE HERE: THE GENERAL PUBLIC DOES NOT. DO NOT DISCLOSE GATE CODE TO THIRD PARTIES.

THANK YOU.

