

# 2023 Boarding Agreement

Levantino Ranch, LP  
Montgomery, Texas 77356

Phone: 936-525-7394 / 936-525-7558  
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**This Boarding Agreement** is by and between Levantino Ranch L.P. known as (LR) located at 13955 Lake Mt Pleasant, Montgomery, Texas 77356 and

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Residing at address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

The parties agree as follows:

1. **Description of the Horse or Horses**

The name, breed, sex, and color of each horse covered by this Agreement is listed below (each horse is referred hereinafter as the "Horse" and collectively as the "Horses").

Name of Horse  ID# or Registration # \_\_\_\_\_

& or Horse's

Breed \_\_\_\_\_ Color \_\_\_\_\_ Sex \_\_\_\_\_

Disclose Horse's Vices, Unique Habits, ie:  Biting  Cribbing  Kicking  Skittish Behavior  Rearing

Other Pertinent Information \_\_\_\_\_

Emergency Phone & Contact Name \_\_\_\_\_

The Horse-Owner shall, at its expense, provide such additional information regarding each Horse as LR may request from time to time. Such information may include, without limitation, a description of any identifying marks, horse registration numbers and current or historical medical condition including vaccination records as certified by a licensed veterinarian.

2. **Services: Includes feeding one time a day in AM, watering, cleaning stable, pasture, hay, and moving of horse.**

3. **Special Handling or Feeding Services**

Special Requests: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For \$ \_\_\_\_\_ /Month

4. **Fees and Payment MONTHLY**

**Check One**

\$650- Pasture ( )

\$550-Herd ( )

5. **Emergency Care**

If, in the opinion of LR, emergency medical treatment, therapeutical and surgical procedures, administration of drugs, blacksmith services or other emergency services or actions are required (collectively, "Emergency Services"), LR shall, if time permits, attempt to contact the Horse-Owner regarding the Emergency Services. If (i) LR is unable to contact the Horse-Owner, (ii) LR does not attempt to contact the Horse-Owner prior to securing Emergency Services due to time constraints and the nature of the Emergency Services required, or (iii) the Horse-Owner refuses the Emergency Services and, in the opinion of LR, such Emergency Services are necessary to protect personal or property damage, the Horse-Owner hereby grants permission to provide the Emergency Services. In connection therewith, the Horse-Owner hereby grants permission to provide the Emergency services. In connection therewith, the Horse-Owner hereby appoints LR, it representatives and agents, as the Horse-Owner's attorney-in-fact, in its name, plane and stead to authorize, to provide or arrange for Emergency Services at any time that the Horse or Horses, as applicable, are located on LR's premises. Horse-Owner agrees to reimburse LR for all costs and expense associated with the provision of Emergency Services.

6. **Preferred Service Provider**

The Horse-Owner's preferred service providers are listed below and may be changed by Horse-Owner at any time by providing written notice to LR.

	Service Provider:	Telephone Number:
Horse Trainer	_____	_____
Riding Instructor	_____	_____
Blacksmith	_____	_____
Veterinarian	_____	_____
Other	_____	_____

7. **Representations and Warranties of The Horse-Owner**

The Horse-Owner represents and warrants to LR as follow:

- a) That the Horse-Owner is the legal owner and holds good and current valid title to each Horse.
- b) **That, prior to delivery to LR, each Horse shall have received a negative Coggins test result and all customary vaccinations (the "Vaccinations") including, without limitation, rabies, VEWT, Strangles and West Nile, and Teeth Floated. The Horse-Owner shall provide proof thereof satisfactory to LR;**
- c) That the Horse-Owner shall, as its expense, have each Horse regularly examined for symptoms of disease and sickness and shall obtain all veterinary services, care and supplies for the Horses that are required by the best animal management practices followed in Montgomery County, Texas;
- d) That, while each Horse is on LR, the Horse-Owner shall keep the Vaccinations current and provide thereof satisfactory to LR; and
- e) **That, prior to allowing any guest or invitees, or minors or legal wards, with such guests or invitees, the legal guardians of such minors, to participate in any equestrian activities on the premises of LR, such guest, invitee or legal guardian thereof shall sign an executed a copy of the "Liability Release and Hold Harmless Agreement" and "Barn Rules" from attached hereto.**

8. **Acknowledgement of the Horse-Owner**

The Horse-Owner acknowledges and agrees as follows:

- a) LR shall not be responsible and have no liability whatsoever for any sickness, disease, theft, injury or death suffered by each Horse.
- b) That the Horse-Owner assumes all risks and responsibilities for any sickness, disease, theft, death or injury suffered by each Horse;

- c) That there are inherent dangers associated with any type of equestrian activity and the Horse-Owner is responsible for ensuring that each of their guests and invitees are aware of the inherent dangers associated such equestrian activity.
- d) That the Horse-Owner assumes responsibility for all liability to or caused by all guests and invites of the Horse-Owner and including the Horse-Owner;
- e) That the Horse-Owner assumes all risks and responsibilities for any and all personal or property damage caused by each Horse including an injury or death to any employee, representative or agent of LR or any animal or livestock located on or about the premises of LR;
- f) That LR is not obligated to carry or maintain any insurance on any Horse, Horse owner, guests and invites.
- g) That, unless otherwise agreed, the Horse-Owner is solely responsible for the exercise of each Horse including, without limitation, riding, and lunging.
- h) That the Horse-Owner is solely responsible for the health and welfare of each Horse including, without limitation, the provision of veterinary and grooming services; and
- i) That the Horse-Owner has received, read, and shall comply with the Barn Rules, a copy of which is attached, as such rules may be amended, modified or supplemented by LR from time to time.
- j) LR shall not be responsible for loss, theft or damage to saddles and tack equipment and other personal belongings.
- k) If Horse Owner does not like the feed or hay provided by LR, the horse owner must supply his or her own feed and container with NO reimbursement for the Feed or Container from LR.
- l) The Boarding Fee must be received by LR by the 10<sup>th</sup> of every month by regular mail or Barn Box mail. If Board is past the 10<sup>th</sup>, there is a \$25 dollar late fee.
- m) Borders will have golf cart access to back pasture. They ARE TO STAY ON PATHS AND NOT CREATE NEW ONES.
- n) One Horse Trailer will be permittable per border.

9. **Indemnity**

The Horse-Owner agrees to indemnify, defend, and hold harmless LR, its owners, partners, officers, directors, employees, representatives, and agents from and against any and all claims, suits, losses, damages, costs, fees, and expense (including attorneys' fees), and other liabilities resulting form or arising in connection with (i) any personal or property caused by any Horse, (ii) any misrepresentation by Horse-Owner contained in the Boarding Agreement, or (iii) the breach by Horse-Owner of any warranty, agreement, covenant or condition contained in this Boarding Agreement.

10. **Owner Acceptance of Liability**

**Horse-Owner has inspected LR premises and/or has in some other way satisfied himself that the condition of this premises and the facilities will provide an adequate and reasonable level for safety for Horse-Owner's horse(s) and Horse-Owner's family, guests and visitors who enter the premises. Horse-Owner agrees to be responsible for any and all damages; injuries loss of life caused by or to the animal(s) while in the care, custody and control of the Horse-Owner, Horse-Owner's family members, invitee or other handler or agent appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to LR by Horse-Owner. Horse-Owner agrees to maintain personal liability insurance on the boarded horse(s) and to provide LR with proof of same. Horse- Owner is also responsible for accidents, injuries and loss of life sustained by Horse-Owner, Horse-Owner's family members, invitees and agents caused by or in relation of the Horse-Owner's boarded horse(s). Horse-Owner agrees to at all items maintain adequate accident/medical insurance to cover Horse-Owner and family members. Horse-Owner acknowledges that LR is not responsible for the death, illness, injury or theft of horse and Horse-Owner may wish to carry insurance on horse that would cover death, illness, injury, or theft of horse. Horse-Owner acknowledges that LR is not responsible for theft or damage to saddles, tack, and other personal belongings and may wish to carry insurance that would cover losses for saddles, tack and personal items. Initial \_\_\_\_\_**

**PERSONAL / LIABILITY INSURER \_\_\_\_\_ POLICY # \_\_\_\_\_**

**ACCIDENT / MEDICAL INSURER \_\_\_\_\_ POLICY # \_\_\_\_\_**

**If Horse-Owner does not maintain insurance, then Horse-Owner agrees to be personally liable for any and all liability normally covered by insurance. Initial \_\_\_\_\_**

11. **Term and Termination.**

The term of this Boarding Agreement shall begin on the date set forth below and expire on 30 days' prior written notice given by either party to the other party.

12. **Right of Lien.**

The Horse-Owner acknowledges and agrees that LR has certain lien rights as under Texas Statutes § 70.201, 70.202, 70.003 and 70.005 and, until all fees for services and the care for the Horses rendered hereunder are paid in full, LR may retain possession of any Horse belonging to the Horse-Owner located on the premises of LR. If after LR retains possession of any Horse for a period for 60 day after the date that any fee accrues and thereafter requests payment therefore and Horse-Owner fails to make such payment after the expiration of 10 days from such request, then LR may, after 20 day's notice, sell and Horse at a public sale.

13. **WARNING**

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

14. **Miscellaneous**

This Boarding Agreement sets for the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior representations, agreements, and understandings among the parties with respect to such subject matter. No changes, amendments, or alterations to this Boarding Agreement shall be effective unless in writing and signed by both parties. If litigation between the parties arises out of or relates to this Boarding Agreement, the prevailing party o any such litigation shall be entitled to recover form the other party its reasonable attorneys' fees and other costs incurred in such litigation. LR shall also be entitled to receive the costs incurred by it in connection with the cost of collection of any feeds due hereunder. This Boarding Agreement shall be constructed and governed in accordance with the laws of the State of Texas. If any provision of the Boarding Agreement shall be held unenforceable in whole or in part than the invalidity of such provision shall not be held to invalidate any other provision herein and all other provisions shall remain in full force and effect. Sections 4, 5, 7,8,9,10,12, and 13 shall survive the termination of this Boarding Agreement.

The parties have executed this Boarding Agreement on \_\_\_\_\_.

**LR**

**Horse-Owner**

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**15. CONSENT TO CALL VET**

**Do you give Levantino Ranch L.P. (LR) permission to call the vet upon our discretion if we feel like something is wrong with your horse / horses? Border is responsible for vet bills.**

**Circle one please**

**YES**

**NO**

**Levantino Ranch L.P.**  
**Forever Faithful Montgomery**  
13955 Lake Mt Pleasant  
Montgomery, Texas 77356  
(936)-525-7394 & (936)-525-7558  
Patrickmlev@gmail.com & Shsulax16@hotmail.com

**RELEASE OF LIABILITY AND HOLD HARMLESS FORM**

I understand that horses are unpredictable and that participation in activities with, or just being in the presence of horses always involves risk and dangers. I am aware that horse riding may take place across open range and through brush covered trails and wilderness and that animals including boars, deer, snakes, livestock and domesticated animals live and roam in the area and may, on occasion, frighten or upset horses and cause them to rear up and run away.

I understand that approaching, mounting, riding, handling, dismounting or otherwise being near horses owned by or in the care and custody of (Levantino Ranch L.P. ) "LR" or (Forever Faithful Montgomery) "FFM" involves the risk of property damage and personal injury to me, my minor children or legal wards, but I nevertheless intentionally agree to assume such risks.

I further understand and agree that I can be held responsible for injuries or damages caused by me to LR, its premises, equipment, agents and employees, other riders or pedestrians and horses owned by or in the care and custody of LR.

Accordingly, that except in the event of gross and willful negligence, I (I) hereby release LR, its members, agents, contractors and employees from all responsibility for bodily injury , death, property damage, sustained by me, my minor children or legal wards by approaching, mounting, riding, handling, dismounting or otherwise being near horses owned by or in the care and custody of LR, including all damages and injuries arising out of negligence by LR, its members, agents, contractors and employees, and (ii) shall bring no claim, demands, actions and causes of action and litigation against LR, its members , agents, contractors, and employees for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me, my minor children or legal wards by approaching, mounting, riding, handling, dismounting or otherwise being near horses owned by or in the care of LR including all claims, demands, actions and causes of action and litigation arising out of negligence by LR, its members, agents contractors and employees.

I also agree to indemnify and hold harmless LR, its members, agents, contractors and employees from and against any and all liabilities, damages and injuries caused by me, my minor children or legal wards while approaching, riding, handling, dismounting or otherwise being near horses owned by or in the care and custody of LR including all liabilities, damages, and injuries arising out of negligence by LR, its members, agents, contractors and employees.

It is highly recommended to wear protective helmet while mounting, riding, and dismounting any horse.

If any provision of this release of Liability and Hold Harmless Form shall be held unenforceable in whole or in part then the invalidity of such provision shall not be held to invalidate any other provision herein and all other provisions shall remain in full force and effect.

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

Please initial if you are 18 Years or older and prefer not to wear a Helmet and accept all liability & Injury to self. \_\_\_\_\_

Helmets must be worn by anyone at LR Ranch 17 Years or Younger.

Children 14 Years or Younger must be always accompanied by a parent or guardian.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Emergency #

\_\_\_\_\_  
Parent / Guardian if Participant is a minor

\_\_\_\_\_  
Print Full Name

**Levantino Ranch L.P.**  
**13955 Lake Mt Pleasant**  
**Montgomery, Texas 77356**  
**936)-525-7394 & (936)-525-7558**  
**Patrickmlev@gmail.com & Shsulax16@hotmail.com**

**Barn Rules**

LR reserves the right to refuse admission to anyone that does not strictly comply with the following rules.

1. Absolutely “**NO SMOKING**” in or around the barn!
2. Due to the inherent dangers associated with any type of equestrian activity, all individuals participating in any type of activity at LR must first sign a liability release, including a guest, prior to participating in any equestrian activity.
3. Owners are responsible for their guests.
4. Children under the age of eighteen must be accompanied by a parent or legal guardian.
5. All riders under **18** must wear a protective riding helmet while riding. All riders are encouraged to wear helmets.
6. All visiting horses must be in good health and have a current Negative Coggins test and current vaccinations.
7. Equine abuse will not be tolerated.
8. Any injury or illness must be reported immediately.
9. Feel free to use the first aid kit, but please replace any items that you use for you or your horse.
10. All gates and stall doors must be kept closed and properly secured.
11. Please leave aisles clean before and after riding. This means hanging up loose gear (halters, leads, blankets and grooming tools) as well as cleaning up after your horse.
12. Boarders are responsible for cleaning up their own messes in and around the common areas (barn isle, yard, arena, round pen, lounge area, etc.) and tack and grooming aids must be properly stored and not left lying around the barn.
13. Do not use others’ tack, tools, or other property without prior consent of owner.
14. Maintain a low speed (10mph) and a high level of courtesy in the parking lot. Please take special care as horses or children may appear at any time.
15. Do Not Drive Equipment unless given permission by owner.
16. **Please be courteous and cooperate by exercising all aspects of good horsemanship.**

SIGN \_\_\_\_\_

PRINT \_\_\_\_\_

DATE \_\_\_\_\_

SIGN \_\_\_\_\_

PRINT \_\_\_\_\_

SIGN \_\_\_\_\_

PRINT \_\_\_\_\_

SIGN \_\_\_\_\_

PRINT \_\_\_\_\_

## **Additional PRICE LIST**

<b>STALL Boarding in the Main barn</b>	<b>\$30 – Per Day</b>
<b>Worming Horse</b>	<b>\$35 – Border Provides Medicine</b>
<b>Blankets</b>	<b>Included in Board. Borders Supply blankets &amp; upkeep to Blankets</b>

## **OTHER BOARDING FEES**

	<b>Boarders supply blankets &amp; upkeep to blankets</b>
<b>Feed/Hay</b>	<b>Surcharge for greater than normal consumption</b>
<b>Shavings</b>	<b>Surcharge for greater than normal consumption</b>

## **ADDITIONAL**

<b>Horse Shoeing</b>	<b>By independent contractor</b>
<b>Horse Training</b>	<b>By independent contractor</b>
<b>Shots &amp; Special Care</b>	<b>By independent contractor</b>

Services not listed above shall be provided upon request and at mutually agreed terms.  
All Fees are subject to change upon a 30-day notice.

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**Initial LR**

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**Initial Border**