

**STEPHEN F. AUSTIN STATE UNIVERSITY
BOARDING CONTRACT**

This agreement, made by and between Stephen F. Austin State University, hereinafter called "University" or "Institution" and _____ hereinafter called "Owner";

WITNESSETH

WHEREAS University owns certain facilities as described in this Agreement which, from time to time are available to board horses; and

WHEREAS Owner desires to board one or more horses at those premises;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, University and Owner agree as follows:

1.0 Grant:

University hereby grants permission to Owner to board Owner's horse, _____, subject to the terms and conditions of this Agreement, rules of the facility and University Policy 16.33, as may be amended from time to time, which is hereby incorporated into this Agreement.

2.0 Term:

2.1 The term of the Agreement shall be for the period of _____

2.2 Owner agrees to board the horse and University agrees to accept the horse and provide the services contained in this agreement for the above term. The boarding facility, hereinafter referred to as "Facility", is provided "as is" and "with all faults", and University makes no representation or warranty of any kind, express or implied, with respect to the condition of Facility. OWNER ACKNOWLEDGES THAT NEITHER UNIVERSITY NOR ANY AGENT OF UNIVERSITY HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE FACILITY. BY UTILIZING THE FACILITY, OWNER IS DEEMED TO HAVE ACCEPTED THE FACILITY AS SUITABLE FOR THIS PURPOSE.

3.0 Fees:

Owner shall pay University for boarding services, as described below, the following fee:

Board	Price
Pasture Board:	\$230/month <input type="checkbox"/>
◆ Pasture, fed twice daily	
◆ Hay provided in winter.	
Pen Board:	\$300/month <input type="checkbox"/>
◆ Fed twice daily, hay provided	
◆ Turnout provided as available	
Full Care Stall:	\$100/month (faculty/staff only) <input type="checkbox"/> \$450/month <input type="checkbox"/>
◆ Private stall with bedding provided.	
◆ Cleaned daily by Equine Center employees.	
◆ Fed twice daily, hay provided.	
◆ Daily Turnout as available	<input type="checkbox"/>

Board prices are valid for the term specified above. If applicable, the monthly rate will be pro-rated for any partial months horse is boarded. Payment is due in full on the first business day of the month. Payment will be considered past due on the fifth (5th) business day. Board rates for Pasture, Pen, and Full Care Stall Boarding include feed and hay costs up to eight (8) pounds per day of feed product selected by University. No individual feeds will be permitted unless University is provided with direct, documented medical justification, signed by a veterinarian. If more than eight (8) pounds of feed is required to maintain horse at Body Condition Score of 5, additional fees will apply.

4.0 Payment, Accounting and Collections:

Owner agrees that any amount past due shall bear interest at a rate of the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum interest rate allowable under state or federal law until paid in full. Failure to pay all applicable charges when due may result in the University taking action in law or equity, and/or using the services of a collection agency to collect any unpaid balance. Owner agrees to pay to University its expenses incurred with collection of the unpaid balance, including attorneys' fees, court costs, collection agency fees, and any relief to which University may be entitled. In the event Owner is registered as a student at University, University may further place holds on Owner's account preventing future registration, graduation, and access to transcripts.

5.0 Services:

All hay and grain will be fed by University personnel and student feed crews to horses receiving Pasture, Pen, and Full Care Stall Boarding only. No Owner hay or grain is allowed. Hay offered free choice in pastures and pens, and offered at 2% of body weight to horses kept in stalls with no turnout. Horses will be maintained at a Body Condition Score of 5 (i.e. no ribs visible). If Owner's request for feed amount does not maintain animal at this level, this contract will automatically terminate and Owner forfeits any remaining board.

Supplement inclusion with feed and blanketing services offered only to pen and stall boarded horses. Supplements are offered only at Owner's expense and request.

No individual turnout option is available. Turnout is offered as available on an individual basis.

University may offer training for the horse for an additional fee. Fees for training will be determined based on an individualized assessment of the needs of the horse, rider availability, and the Equine Center Director's assessment of time requirements to accomplish specified goals for the horse.

6.0 Access and Use of Facilities:

Stall rental does not guarantee access to any other facilities at the Equine Center. Owners are permitted access to arenas only when no class or other event is scheduled. The arena is closed at 6:30 p.m. each evening and the barn and arena lights turned off at that time. Pastures are only available for Owner use if prior arrangements have been made. Pens surrounding the arena and barn may not be used unless specific permission is granted by the Equine Center Director or Equine Center Supervisor.

If Owner utilizes a pen for their horse, Owner must clean the pen immediately after the horse is removed or the Owner will forfeit future access to the pens.

All trailers are to be parked in the designated area. This area is locked at 6:30 each evening. Owner is responsible for removing debris (i.e. shavings and/or fecal material) that may fall from the trailer during loading and unloading horses. Trailers are left on the premises at Owner's risk. Any trailers left outside of the designated area may be removed by University.

7.0 Condition of Horse and Outside Services:

The horse shall be free from infectious, contagious or transmittable disease. Suitable documentation of the following are required prior to boarding: Negative Coggins results dated within the past year; a completed "Information on Resident Horses" form; proof of annual vaccinations, including EWVT, Flu/Rhino, West Nile, and

Strangles. University may also require proof of rabies vaccination in its discretion. University reserves the right to refuse the horse within seven (7) days of arrival if horse is deemed to be in inadequate health.

Owner will arrange regular veterinarian and farrier attention. Horses must be dewormed regularly and maintained in good health. In the event of sickness, accident, declining health of the horse, or other emergency if reasonable efforts have failed to contact Owner, University in its sole discretion may contact a veterinarian for treatment. The veterinarian will be instructed to invoice Owner directly, and Owner shall be fully responsible for the costs associated with the outside service. University will not be responsible for payment of the invoice or for any contribution thereof.

Owner must be present for any scheduled outside service (i.e. veterinarian, farrier, etc.) performed on the boarded horse. In the event it is impossible for Owner to be present, payment in full for the services must be left in the onsite lock box (farrier) or arranged with provider directly. Payment must be by check. Cash will not be accepted. University will not be responsible for the payment of outside services.

If the horse is deemed by University to be threatening or unsuitable to be turned out with other horses for any reason, horse will be moved to a pen or stall and Owner will pay the appropriate boarding fee or Owner will immediately remove the horse from the property and forfeit any remaining board.

8.0 Applicable Laws:

Owner agrees to comply with all applicable laws, ordinances and rules of the University, the State of Texas and the United States, and to pay all taxes imposed by law in connection with its use and occupancy.

OWNER AGREES TO INDEMNIFY UNIVERSITY, ITS REGENTS, AGENTS AND EMPLOYEES FROM ANY CLAIMS, LOSSES, SUITS, PROCEEDINGS, DAMAGES OR LIABILITIES, INCLUDING ATTORNEY'S FEES, THAT ARISE OUT OF OR BASED ON THE GROUNDS THAT OWNER FAILED TO COMPLY WITH APPLICABLE LAW. OWNER AGREES TO REIMBURSE UNIVERSITY FOR ANY LEGAL OR OTHER EXPENSES INCURRED BY UNIVERSITY IN CONNECTION WITH INVESTIGATION OF DEFENDING AGAINST SUCH CLAIMS, LOSSES, SUITS, PROCEEDINGS, DAMAGES, OR LIABILITIES, AS AND WHEN SUCH EXPENSES ARE INCURRED. UNIVERSITY RESERVES THE RIGHT TO SETTLE ANY CLAIM, PROCEEDING, OR SUIT AT ANY TIME.

9.0 Damage:

Owner is liable for all damages resulting from Owner's utilization of the facilities and services provided by University. University assumes no responsibility for loss or theft of personal property or damage to personal property of Owner.

10.0 Additional Users:

Owner understands and agrees that during the term of this Boarding Contract other events may be held in other parts of the described facilities not included in this Boarding Contract.

11.0 Violation and Removal from Premises:

If at any time the uses of the premises by Owner violate an applicable ordinance or law of the City of Nacogdoches, County of Nacogdoches, State of Texas, or the United States of America, Owner shall either cease and desist from continuing such use or surrender the premises forthwith upon demand of the Equine Center Director or their designee.

The terms and conditions of this agreement do not require Institution to relinquish its control of its facilities and services to Owner. University retains the right to require Owner, or any of its participants, guests, or subcontractors, to leave University's premises if University in its sole discretion feels that circumstances require it.

12.0 Indemnification and Waiver of Liability:

WARNING

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

INSTITUTION SHALL NOT BE LIABLE TO OWNER, OR TO ANY AGENT, EMPLOYEE, SERVANT, OR INVITEE OF OWNER, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD INSTITUTION HARMLESS FROM AND AGAINST ANY AND ALL FINES, SUITS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, ACTIONS, AND COSTS (INCLUDING ATTORNEY'S FEES) ARISING FROM: ANY INJURY TO PERSON OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OR NEGLIGENCE OF OWNER, IT'S AGENTS, EMPLOYEES, SERVANTS OR INVITEES; OWNER'S USE OF FACILITY UNDER THIS AGREEMENT OR THE CONDUCT OF OWNER'S BUSINESS; ANY ACTIVITY, WORK, OR THING DONE, PERMITTED, OR SUFFERED BY OWNER UNDER THIS AGREEMENT; OR ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION ON OWNER'S PART TO BE PERFORMED UNDER THE TERMS OF THIS AGREEMENT.

13.0 Insurance:

It is the responsibility of Owner to acquire and maintain adequate insurance including coverage on Owner's horse and other personal property. University will not be liable for any loss suffered to Owner or Owner's property, including but not limited to death, sickness and/or accident, including any and all consequential damages.

14.0 Non-assignment:

Owner shall not assign or transfer this Boarding Contract or sublet any portion thereof without the written consent of the Equine Center Director.

15.0 Governing Law and Venue:

This agreement shall be governed by the laws of the State of Texas and venue shall lie in Nacogdoches, Texas.

16.0 Contract Modifications:

This written agreement shall supersede and void all prior understandings whether written or oral and the terms herein shall bind the parties. Any modifications or amendments hereto must be done in writing and signed by the parties.

17.0 Cancellation:

This contract may be canceled by either party without cause upon 30 days written notice or immediately in the event of breach of this contract, failure to follow the Rules of the Barn, any other obligation of the parties, or as otherwise specified herein. In the event that University buildings, property, or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this agreement impractical or impossible, Owner shall be obligated to pay the fees hereinafter stipulated only for those services, activities, and events which were provided to Owner. Owner hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this agreement.

18.0 Alternate Dispute Resolution:

To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and the Owner to attempt to resolve any claim for breach of contract made by Owner that cannot be resolved in the ordinary course

of business. The Vice President for Finance & Administration of University shall examine Owner's claim and any counterclaim and negotiate with Owner in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Owner, (ii) neither the issuance of this Contract by University nor any other conduct, action or inaction of any representative of University relating to this contract constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (iii) University has not waived its right to seek redress in the courts.

19.0 Leased Horses

If Owner is leasing the horse from a third party, Owner warrants that he/she has unconditional permission from such third party to board the horse at University and will INDEMNIFY, DEFEND AND HOLD UNIVERSITY HARMLESS FROM AND AGAINST ANY AND ALL FINES, SUITS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, AND COSTS (INCLUDING ATTORNEY'S FEES) ARISING FROM ANY ACTION BY SUCH THIRD PARTY AGAINST UNIVERSITY OR ITS REGENTS, AGENTS AND EMPLOYEES RELATED TO THE HORSE AND BOARDING CONTRACT.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement on the date of last signature below.

UNIVERSITY

OWNER

By: _____
(Signature) (Date)

By: _____
(Signature) (Date)

Dr. Steve Westbrook
(Printed Name)

(Printed Name)

Interim President
(Title)

(Title)

By: _____
(Signature) (Date)

(Printed Name)

Agriculture Department Chair
(Title)

By: _____
(Signature) (Date)

(Printed Name)

Equine Center Director
(Title)

By: _____
(Signature) (Date)

(Printed Name)

SFASU Rules of the Barn

1. Equine Center Office hours are 8:00 am-12:00 pm and 2:30 pm-6:30 pm.
2. Barn hours are from 8: 00 am until 6:30 pm.
3. Barn will be closed in observance of University holidays. Equine Center Employees will perform feeding, cleaning, and basic daily chores from 8:00 am until 10:00 am and 4:00 pm until 6:00 pm.
4. Release and Liability waivers must be completed and signed prior to riding
5. No unauthorized persons shall enter barn, arena, or horse pastures
6. Do not handle horses other than your own, unless granted permission through barn management
7. No unsupervised riding. Another person must be present that is capable of calling the emergency services and making a report.
8. Do not leave horses unsupervised.
9. Clean up manure after your horse immediately and place in designated containers.
10. Do not leave halters and other equipment on ground.
11. All jumping riders must wear helmets. All other riders are encouraged to wear helmets while riding. Those riding without helmets do so at their own risk.
12. Keep all gates closed and latched. When horses must be brought up in a herd, keep the main gate shut. Remain on the outside of the main gates until a barn employee otherwise instructs.
13. Drive slowly and cautiously in driveways and parking areas. Max. speed limit is 5 mph on the Equine Center property. Horses being lead or ridden have the right of way.
14. Boarders may not place a padlock or other locking mechanism restricting the removal of a horse from any stall, pen, roundpen, or pasture.
15. Ride in designated areas only.
16. Park in designated areas only. Do not block arena entrances or gates.
17. Use arena etiquette while riding in designated areas (pass on inside, left hand to left hand, jumping riders have right-of-way, etc)
18. No horseplay in the barn or arena
19. Show respect to all Equine Center Employees.
20. No stallions allowed on premises.
21. All dogs must be on a leash and supervised at all times. Any dog present that may cause a safety hazard may be asked to leave the facility at any time.
22. SFASU is a tobacco and vape free campus, including the Equine Center. The use of all tobacco and vape products (including but not limited to cigarettes, cigars, pipes, smokeless tobacco, e-cigarettes, vaporizers, vape pens, hookahs, blunts, pipes, snuff, and any other tobacco or vape related product) is prohibited at the SFASU Equine Center.
- 23. ABSOLUTELY NO ALCOHOL, DRUGS, OR TOBACCO ON EQUINE CENTER PREMISES**

*Rules may be added and/or amended at any time at the discretion of Equine Center Management.

SFASU Boarder Information

STEPHEN F. AUSTIN STATE UNIVERSITY, EQUINE SCIENCE PROGRAM
P. O. Box 13000, SFA STATION, Nacogdoches, TX 75962. (936) 468.3705

OWNER/HORSE INFORMATION

OWNER:

Owner's Name _____

Address: _____

City/State/Zip: _____

Home Phone: _____ Work Phone: _____

HORSE:

Horse's Name: _____

Age: _____ Sex: _____ Color: _____

Markings

Does Horse have any dangerous habits? _____ **If yes, describe:**

Preferred Farrier and Schedule: _____ Phone: _____

Preferred Veterinarian: _____ Phone: _____

MEDICAL HISTORY OF HORSE:

Colic: _____ Frequency: _____

Founder: _____ When: _____

Other: _____

Description:

Allergies, if known:

Date of last worming: _____ Type used: _____

VACCINATION HISTORY: (Copies of vaccinations to be provided to Equine Center)

Type	Date Given
Encephalomyelitis (sleeping sickness), Eastern, Western, & Venezuelan Strains	_____
West Nile	_____
Rabies	_____
Tetanus Toxoid	_____
Flu/Rhino	_____
Strangles	_____

COGGINS TESTING: (Copies of Coggins paper to be provided to Equine Center)

Date of test : _____

Results of test: _____

FEEDING PROGRAM:

(What your horse has PREVIOUSLY been fed.)

Hay type: _____ Amount: _____ Frequency: _____

Grain type(s): _____ Amount: _____ Frequency: _____

Pellets: _____ Amount: _____ Frequency: _____

Supplements: _____ Amount: _____ Frequency: _____

Known allergies to feeds:

Special Care Requirements:

Emergency Contact Information (if Owner cannot be reached)

Name: _____ Phone: _____

Street/City/State/Zip:

Is Horse insured?: _____ Insurance Carrier: _____

Policy #: _____

Carrier's Address: _____

Insurance contact for emergencies and phone number: _____

Veterinary emergency contact:

Name: _____ Phone: _____

This Horse ___ IS or ___ IS NOT considered a surgical candidate in the event of serious illness or injury.

Owner's Initials _____

Owner's Signature: _____ Date: _____