

Torreon Equestrian Center, LLC
2420 S Buckthorn Lane
Show Low, AZ 85901

2023 BOARD AND SERVICE AGREEMENT

This agreement is entered into as of the date written below by and between the undersigned (hereinafter "The Client") and Torreon Equestrian Center, LLC (hereinafter "TEC"). Client hereby engages TEC to provide the services described in *Attachment A* for the horse listed in *Attachment B* and subsequently placed in the care, custody, and control of TEC by the client.

Est. Arrival date: _____ Est. Arrival Time _____

1. CLIENT:

Name: _____ Date: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

Client has (mark one):

Full title and registration of the horse Leases the horse _____

2. BOARD AND SERVICES PROGRAM:

The Client hereby contracts for TEC boarding services as described in *Attachment A*, to be rendered for a **base fee of \$650 per month regardless of location. A weekly rate of \$240 or daily rate of \$40 is also available.** Client understands that the monthly fee is due on or before the 1st of each month and daily or weekly contracts paid in advance. **Payments made more than 5 days late from the due date will incur a \$25 late fee for the month.** Payment can be made by check, payable to Torreon Equestrian Center, and delivered to the Barn Manager.

3. LIMITATIONS OF LIABILITY AND INDEMNIFICATION:

TEC, its owner, and any subsidiaries, affiliates, agents, servants, contractors, and employees, shall not be liable for any sickness, disease, estray, theft, death, or injury that may be suffered by the horse while in TEC's custody, nor for loss, damages, or injury arising out of or connected with boarding, or other horse related activities. Customer fully understands, authorizes, and assumes the special risks inherent in boarding and other horse related activities and acknowledges that mortality and other insurance is solely the client's responsibility. All implied warranties, including fitness or otherwise, and all special and incidental and consequential damages are hereby excluded, to the full extent permitted by law. TEC shall also not be liable for any **personal injury or disability which the Client or agents, representatives, family, or guest** may incur while on TEC premises. (The term "guest" that is used in this agreement includes all guests, invitees, permittees, dependents, or other persons or animals visiting by, through, under, or in concert with the undersigned applicant.) Client agrees to indemnify and to defend TEC from and against any damage, cost liability, loss expense, demand, or claim of any nature whatsoever, for which it may become liable as a result of the actions of the Client's horse, or the action of the Client, or Client's guests. Furthermore, Client or Client's guest agree to sign the Release and Liability Waiver (*Attachment D*).

4. TEC BARN RULES:

Boarder has read, understands, and agrees to follow the "TEC Barn Rules" attached as *Attachment C*, or issued in writing by TEC from time-to-time. At its discretion, TEC may issue or amend the TEC Barn Rules by providing 10 days written notice to Boarder, which Boarder agrees shall be legally binding. Violation of the TEC Barn Rules are grounds for termination of this agreement.

Boarder Initials : _____

Torreon Equestrian Center, LLC
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Show Low, AZ 85901

5. VACCINATIONS:

Client warrants that the horse is free from all communicable diseases upon arrival to TEC. The Client shall submit a record of current vaccinations, including but not limited to, Equine Influenza, Tetanus, Sleeping Sickness, and West Nile before arrival of the horse to TEC. If the horse arrives without a record of vaccinations listed above, TEC will not accept the horse.

6. VET CARE:

Vet care is the sole responsibility of the owner. Should TEC in their sole discretion deem emergency vet care is needed, TEC will make every reasonable attempt to contact the owner for authorization. If TEC is unable to reach owner in a reasonable timeframe, TEC is authorized to have emergency vet care administer at owner's expense.

7. ACCEPTANCE:

This contract is not effective until approved and executed by TEC, who reserves the right to reject any horse at their sole discretion, and to return any unruly horse at client's expense. TEC reserves the right to discontinue any service.

8. ENTIRE AGREEMENT/CONSTRUCTION/JURISDICTION/ATTORNEY FEE:

This contract contains the entire understanding of the parties concerning the subject matter and may be modified only in writing, except as otherwise provided. Headings are for convenience only and not part of the contract. The invalidity or unenforceability, or any form of provision, shall not affect the validity, enforceability, or the remainder. The contract shall be construed and governed by the laws of Arizona. At TEC, jurisdiction and venues for all disputes connected with this contract shall be proper only in Navajo County. If a lawsuit is filed or an attorney is needed in respect to this contract, or TEC forecloses its security interests, the prevailing party shall be entitled to collect all reasonable attorney fees and costs.

Initial:

_____ Client has inspected the facilities and finds them in safe and proper order.

_____ Client has received and read a copy of TEC's rules and agrees to abide by these rules.

_____ Client has read and accepts all terms of this agreement.

 Client Signature/Date

 Client Name

Boarder Initials : _____

Torreon Equestrian Center, LLC
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Services & Fees (Attachment A)

Includes:

- * Feeding 2x daily
 - 4 flakes of Bermuda or Alfalfa hay daily (each additional flake will be charged \$50 per month)
 - Feeding of pre-measured supplements daily
- * Initial 4 bales of shavings per stall, with 1 added bale per week. (Barn Stalls only)
- * Daily stall cleaning
- * Daily turn-out, unless otherwise directed, for approximately 2 hours.
- * Access to arena and round-pen for exercising, schooling, and groundwork.
- * One horse trailer may be parked at the location designated by TEC. Additional Trailers, Flatbeds, Living Quarters will be charged \$50 per month.
- * Any additional services, such as grooming, exercising, and training, are at the discretion of the barn manager and her set fees.

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Torreon Equestrian Center, LLC
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Horse Information (Attachment B)

(To be completed for each Equine)

Arrival Date _____ Time _____
 Departure Date _____ Time _____
 (To be completed by TEC Management)

Location: Barn _____ Mare Motel _____ (Check one)

Name of Horse (barn name): _____

Registered Name of Equine: _____

Date of Birth: _____ Color and Markings: _____ Age: _____

Breed: _____ G/M (circle one) No stallions permitted without approval from TEC manager.

Insurance Carrier: _____ (If applicable)

Horse's current fair market value (as estimated by Boarder): \$ _____

Date last vaccinated: _____ Date last wormed: _____ Type: _____

Client Owned _____ Client Leased _____

Additional information regarding equine: (history of health conditions/behavioral issues/anything additional that should be known about equine)

Current Feeding Provided: (please write number of flakes for each feeding)

Alfalfa Hay: _____ AM. _____ PM.

Bermuda Hay: _____ AM. _____ PM.

Supplements: _____

- Please complete *Attachment B* for each horse being Boarded.

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Torreon Equestrian Center, LLC
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Show Low, AZ 85901

Rules and Regulations (Attachment C)

1. Children under the age of 12 must be always accompanied by a responsible adult.
2. Children under the age of 18 must wear ATSM approved properly worn and fitting safety helmets if riding.
3. All riders are encouraged to wear ASTM approved properly worn and fitting safety helmets. It is also recommended that all appropriate attire is worn. Enclosed shoes (preferably boots) must be worn when handling equine. Long pants are recommended.
4. All riders must sign a liability waiver before handling equine.
5. Do not feed anything to another Boarder's equine.
6. Be respectful of other people and their property.
7. Keep common areas clean and tidy.
8. Maintain a calm and quiet atmosphere.
9. Any problems or concerns need to be addressed with the barn manager. Do not discuss or address issues with other Boarders or staff without directly involving the barn manager first.
10. Smoking is not allowed in or near barns and or inside any buildings.
11. Riding or driving through the barns is not allowed.
12. Inhumane treatment of animals will not be tolerated. If witnessed or suspected, TEC will issue a warning. If inhumane treatment continues, TEC will immediately terminate contract and Boarder will be asked to leave premises. TEC reserves the right to contact the Humane Society and/or the Navajo County Sheriff's office should they feel the situation warrants.
13. Arena is to be used for riding, schooling, and groundwork. Longeing is acceptable when space permits. Turnouts are available for turnout and free play.
14. Training Equipment – Prior authorization needs to be approved before setting up/installing training equipment in arena or on property. TEC reserves the right to revoke authorization. Boarder may be asked to relocate or remove said equipment. Any training equipment needs to be clearly marked to not create an unsafe situation to other Boarders or Equine. The best place possible will be found to place equipment for Boarder to utilize without inconveniencing other Equine. TEC assumes no liability should equipment become damaged or stolen. Equipment is not to be used if inconveniencing other Boarders/Equine from utilizing the area for purpose of riding/training their equine. TEC reserves sole "Say so" if training property is allowed to remain on premises.
15. TEC will not serve as storage facility for personal items.
16. If training equipment is set up Boarders are not authorized to use said equipment or move said equipment that does not belong to them.
17. Facility gates are open from 6:00am – 9:00pm. Should Boarder need to enter Equestrian Center during hours other than regular hours arrangements will need to be made with barn manager.

Boarder Initials : _____

Torreon Equestrian Center, LLC
2420 S Buckthorn Lane
Show Low, AZ 85901

18. Take into consideration others when riding/working with Equine. Be considerate to other Boarders working their horses.
19. The public Restroom is to be kept clean and free of trash and debris. **Do not flush any items other than toilet tissue in toilet.** No smoking will be allowed in the bathroom.
20. If Boarder sees a safety issue, please bring it to TEC Personnel's attention.
21. Dogs must be kept under control while on the premise. It is the owner's responsibility to clean up after their dog. TEC reserves right to deny access to dogs should TEC choose to exercise this right. If your dog is running through the property or barns, urinating in barns, or being a nuisance in anyway, the barn manager will ask you to keep the dog on a leash or to leave it at home.
22. Do not enter arena while it is being watered or groomed, wait until the area is ready or you will be asked to leave the arena. If you are directed to leave the arena so it can be groomed, please do so promptly.
23. If there are sprinklers on do not turn them off unless you have permission from the barn manager.
24. Wash Racks are available for use. Racks must be rinsed out and items picked up from the wash rack after use. Please make sure water is fully turned off.
25. TEC assumes no liability for items in Tack Rooms. TEC Personnel reserves right to enter Tack Rooms at any time without notice.
26. Trailer parking on the property is at the sole discretion of TEC. If a trailer is permitted to remain on the property, TEC will direct where the trailer is to be parked. TEC reserves right to revoke parking permission at any time for any reason. TEC assumes no liability for damage to trailers or loss of property inside the trailer.
27. Although TEC will do their best to work with Boarder on Stall location, TEC has final decision on equine placement in barn. TEC may move horse to a different stall at any time.
28. The speed limit for vehicles on the property is always 10 miles per hour. If there is dust behind you, you are going to fast.
29. Make for a safe environment for everyone on property. Use caution when driving vehicles as horses are being ridden and/or being handled. It is TEC's intention to make this a safe and enjoyable environment for every Boarder and Equine.
30. Parking in front of barns with trailers is only acceptable for loading and unloading of equine and equipment. Please be sure you are not blocking traffic with your vehicle. Once you are done with the trailer it needs to be parked in the designated trailer spots.
31. You may not attach anything to the walls of any buildings including barns without permission from the barn manager.
32. Have Fun!

Boarder Initials : _____

Torreon Equestrian Center, LLC
2420 S Buckthorn Lane
Show Low, AZ 85901

RELEASE AND LIABILITY WAIVER (Attachment D)

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE USE OF AN EQUINE OWNED, MANAGED, OR BOARDED BY THE Torreon Equestrian Center, LLC (TEC) LOCATED AT 2420 BUCKTHORN LANE, SHOW LOW, ARIZONA 85901 (THE "PROPERTY").

PARTICIPANT'S NAME: _____

PARTICIPANT'S PARENT/GUARDIAN NAME (if participant is under 18 years of age):

_____ Relationship to Participant: _____

PARTICIPANT'S ADDRESS: _____

In consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged, I accept and agree to the terms of this Release and Liability Waiver in exchange for permission for me (or the above-named participant for whom I am the parent/legal guardian of) to access the Property and engage in activities with an equine owned, managed, or boarded by TEC or otherwise kept at the Property.

I HEREBY:

1. ACKNOWLEDGE THAT HORSEBACK RIDING AND EQUINE ACTIVITIES ARE INHERENTLY DANGEROUS ACTIVITIES AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND POSSIBLY DEATH. Any horse, regardless of their training and past performance, can be unpredictable and may, without warning or any apparent cause, buck, rear, stumble, fall, bite, kick, run, spook, jump obstacles, step on a person's feet, or display other behaviors that may result in serious injury or death. While riding an equine, its behavior can result in you falling off or being thrown from their backs, and potentially dragged, thrown into fences or trees, or other physical obstacles, which can cause bodily harm or death.

Initials _____

2. ACKNOWLEDGE that the operation of the Property may require the use of heavy equipment, sharp objects, biological/chemical agents, and other hazards. I assume any risk that being around such hazards may result in.

Initials _____

3. ACCEPT FULL RESPONSIBILITY FOR MY OWN SAFETY AND WELFARE. I assume all risk of injury, death, or other damages that may be incurred, and I accept full responsibility for my/the participant's safety and welfare while on the Property, or engaged in equine activities with a horse

Boarder Initials : _____

Torreon Equestrian Center, LLC
2420 S Buckthorn Lane
Show Low, AZ 85901

owned, managed, or boarded by TEC, or otherwise kept at the Property. I AGREE TO HOLD TEC HARMLESS IN THE EVENT THAT MY/THE PARTICIPANT'S PRESENCE ON THE PROPERTY AND/OR ENGAGEMENT WITH EQUINE ACTIVITIES RESULTS IN ANY INJURY, DEATH, OR DAMAGES TO MYSELF, THE PARTICIPANT, OR ANY OTHER PARTY FOR WHICH I AM RESPONSIBLE.

Initials _____

4. I UNDERSTAND THAT A.R.S. § 12-553 LIMITS LIABILITY OF AN EQUINE FACILITY. I, and on behalf of my/the participant and our heirs and estate, further hereby fully release and forever waive all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities of any kind that may arise against TEC and its principals, managers, agents, employees, heirs, or successors in interest. This includes any actions that arise from injuries sustained to any person(s), including myself/the participant, or to the property of a person(s) caused by/in connection with my presence at the Property, or my involvement in equine activities.

Initials _____

5. INDEMNIFY, DEFEND, AND HOLD HARMLESS TEC, ITS PRINCIPALS, MANAGERS, AGENTS, EMPLOYEES, HEIRS, AND SUCCESSORS IN INTEREST FROM AND AGAINST ANY CLAIMS, SUITS OR ACTIONS FOR LIABILITY, DAMAGES, OR COMPENSATION, INCLUDING ATTORNEYS' FEES AND ANY RELATED COSTS.

Initials _____

6. ACKNOWLEDGE THAT THIS RELEASE, LIABILITY WAIVER, AND INDEMNITY AGREEMENT IS GOVERNED BY THE STATE OF ARIZONA. It is intended to be as broad and inclusive as is permitted by Arizona law, and that in the event any portion of this agreement is determined to be invalid or unenforceable, the remainder of the agreement shall remain in full force and effect.

Initials _____

I hereby warrant that I have read and understand the terms of this Agreement. I am entering into this legally binding agreement willfully and freely, without duress, and in exchange for me/the participant to be present on the Property and to engage in equine activities with an equine owned, managed or boarded by TEC.

Signed: _____ **Dated:** _____

Printed Name: _____

Boarder Initials : _____