



**TEXAS A&M UNIVERSITY-COMMERCE**  
**SCHOOL OF AGRICULTURE/RODEO PROGRAM**

3059 Hwy, Campbell, TEXAS 75422  
903-886-5902

**Stall Boarding Contract**

This Stall Boarding Contract (“Contract”) is made and entered into by and between Texas A&M University–Commerce, a member of the Texas A&M University System, an Agency of the State of Texas (“A&M–Commerce”) and \_\_\_\_\_ (“Owner of horse(s)”). A&M–Commerce agrees to accept Owner’s horse(s), listed below: \_\_\_\_\_ (the “Horse(s)”), for boarding at \_\_\_\_\_ (The “Facility”); and, it is the plan and intention of Student/Owner to board the Horse at the Facility. For and in consideration of the terms set forth herein, Student/Owner and A&M – Commerce mutually agree as follows:

- 1) **Fees, Term, and Location.** Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable, whether said rates are daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Stable's opinion is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The Stall Boarding Fee (not applicable to Rodeo scholarship students) is due the first of each month and shall be prorated for any period less than a full month. Stall Boarding Fees not paid by the 5th of each month shall incur a late fee of \$25 unless Student/Owner arranges ahead of time for a different pay date. Failure to pay Stall Boarding Fees will result in a forfeiture of the Deposit and may result in termination of this Contract. In the event said payment is overdue by ten (10) days, the eviction process will begin as noted in the Eviction ACUP.

- 2) **Deposit.** Upon execution of this Contract, Student/Owner shall pay a stall deposit (“Deposit”) in the amount of \$200 (Note: Rodeo students will pay for end of term clean-up and repairs, if needed). Failure to pay all Stall Boarding Fees (as defined herein) or to pay for damage to the Facility caused by Student/Owner or the Horse (including but not limited to damage to the feeders, fences, gates, stalls or other equipment) shall result in forfeiture of the Deposit. Failure to give 30 days’ notice prior to removal of horse shall also result in forfeiture of the Deposit.
  
- 3) **Changes or Termination of This Agreement.** It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days’ notice regardless of the rental period. All notices must be issued in writing and follow due process, unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous, open place in Stable's office and a written notice to the Rodeo coach shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.
  
- 4) **Eviction Process.** Students/Boarders shall be aware of the “Eviction Process” and will receive verbal warnings and three written notices before eviction.
  
- 5) **Liability.** Liability is outlined in the Civil Practice and Remedies Code, Title 4. Liability in Tort. Chapter 87. Liability Arising from Farm Animal Activities and Livestock Shows (<http://www.statutes.legis.state.tx.us/Docs/CP/htm/CP.87.htm>)
  
- 6) Owner understands and acknowledges that A&M-Commerce facilities may not be used for commercial purposes, such as training, lessons, or any other commercial services
  
- 7) Owner shall pay A&M–Commerce or the Rodeo coach shall pay/transfer of funds to A&M-Commerce for Rodeo scholarship students (via Manager or other authorized representative) for boarding services, as described below, the fee set forth as follows:

<b>Stall Boarding Options</b>	<b>Stall Boarding Fees</b>
<b>Stall with <u>Self-Care</u></b> <ul style="list-style-type: none"> <li>• Stall and personal cubby in tack room</li> <li>• Access to arena during non-class/event times</li> <li>• Access to wash rack</li> <li>• Access to turn out</li> <li>• Feed, hay, and shavings must be purchased by student/owner</li> <li>• Horse must be cared for/fed/turned out by student/owner</li> </ul>	Student (\$220/month)  Equestrian/Rodeo Team Student (\$190/month)*  Faculty/Staff (\$250/month)

<p><b>Stall with Full Care:</b></p> <ul style="list-style-type: none"> <li>• Stall and personal cubby in tack room</li> <li>• Access to arena during non-class/event times</li> <li>• Access to wash rack</li> <li>• Access to turn out</li> <li>• Feed, Hay, and Shavings provided by TAMUC.</li> <li>• Horse will be fed 2X daily by student workers</li> <li>• Horse will be turned out by student workers</li> <li>• Stall will be cleaned by student</li> </ul>	<p>\$500/month</p>
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- 8) For the **Self Care (all Rodeo Students)** option; Owner will be responsible for providing hay and/or grain to the Horse daily. Owner/representative will observe their animals at least twice daily and sign the daily documentation log book. Owner must buy their own feed/hay to feed their Horse. The owner is also responsible for the Horse getting adequate exercise (if available). Owner must be in compliance with the A&M–Commerce stall standards. The owner may be subject for hourly labor charges of utilizing student workers should any of these necessities not be taken care by Owner. A&M–Commerce may also terminate this Contract if any of these necessities are not being taken care of by Owner. This should follow the procedures entailed in the AUP and Eviction Process whereby there will be communication of both verbal and written notices.
  
- 9) For the Full Care option, A&M–Commerce personnel and/or student workers will provide the Horse with hay and grain twice daily. For full board, the hay, grain, and bedding shall be provided by TAMUC. Fresh bedding will be provided for those on Full Care. The stall will be cleaned daily by student workers on Full Care options. A&M–Commerce personnel and/or student workers will allow the horse turnout time for exercise, at owners discretion. A&M–Commerce may also terminate this Contract if Owner fails to provide the Horse with adequate turn out time or arena time (if available).
  
- 10) Owner will have access to a specific turnout area (if available) depending on where their assigned stall is located. Stall Boarding Fees do not guarantee access to other parts of the Facility. Owners will be allowed access to arenas only when no class or special event is scheduled. The barn/arena lights will be turned off at 11:00 PM each evening.
  
- 11) Owner may store tack and feed on the premises of A&M–Commerce at no additional charge. However, A&M–Commerce shall not be responsible for the theft, loss, damage or disappearance of any tack or feed or other property stored at A&M–Commerce as same is

stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.

- 12) The Horse shall be free from infectious, contagious or transmissible disease. This should follow the guidelines that are congruent with the Health/Vaccine records approved by the AV.
- 13) Owner will arrange regular veterinarian and farrier attention. Furthermore, the Horse must be maintained in good health. In the event of sickness and/or accident to the Horse, after reasonable efforts have failed to contact Owner, efforts should be made to contact the Rodeo coach, Farm Manager or Equine Supervisor in order to contact the owner. The owner will have the first option to select the DVM to treat their horse. In the event the Owner cannot ultimately be reached, the Owner hereby authorizes A&M–Commerce to contact a veterinarian of its choice to treat the Horse at Owner’s sole cost. A&M–Commerce will require the treating veterinarian to direct bill Owner and Owner will be liable for all fees and costs incurred.
- 14) Owner shall comply with the “Rules of the Barn” attached hereto as Exhibit “B.”
- 15) The term of this Contract shall commence on \_\_\_\_\_ and expire on \_\_\_\_\_, unless terminated sooner pursuant to the terms herein (the “Term”).
- 16) This Contract is non-assignable and non-transferable.
- 17) One or more waivers of any covenant, term or condition of this Contract by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 18) This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Texas, and shall be enforced and interpreted in accordance with the laws of said State.
- 19) This Contract is made and entered into the State of Texas, and shall be enforced and interpreted under the laws of this State. Venue for all claims filed against A&M – Commerce shall be in Hunt County, Texas.

OWNER

TEXAS A&M UNIVERSITY-  
COMMERCE

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Name

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Equine Supervisor Signature/Date

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Telephone

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Farm Manager Signature/Date

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Address

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Contract Administration Signature/Date

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Signature

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**Exhibit A - Information on Resident Horse**  
**(Required for Each Horse)**

**Owner Information:**

Name:	Address:
Home Phone:	
Cell Phone:	

**Horse Information:**

Name:	Color:
Age:	Markings:
Sex:	
Does the Horse have any dangerous habits?	
If yes, describe:	

**Preferred Veterinarian Information:**

Name:	Address:
Office Phone:	
Cell Phone (if known):	
This horse IS    IS NOT    considered a surgical candidate in the event of serious illness/injury	

**Medical History of Horse:**

Colic Frequency:	Founder: If yes, when?
Date of last de-worming:	
Type Used:	Other medical information:
Allergies, if known:	

**Vaccination History:**

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

**Feeding Program (Full Care Only):**

Hay Type:	Amount:	Frequency:
Grain Type:	Amount:	Frequency:
Pellets:	Amount:	Frequency:
Supplements:	Amount:	Frequency:

**Emergency Contact Information (if owner cannot be reached):**

Name:	Address:
Home Phone:	
Cell Phone:	
Name:	Address:
Home Phone:	
Cell Phone:	

**Insurance Information (if applicable):**

Carrier:	Address:
Phone:	
Policy Number:	

The above information is true and accurate to my knowledge:

\_\_\_\_\_  
**Owner Signature**

\_\_\_\_\_  
**Date**



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**Exhibit B – Barn Rules**

- 1) Staffed barn hours are 8:00 AM - 5:00 PM (Monday through Friday). Lights stay on until 11:00 PM.
- 2) Equine Center is closed after 10:00 PM, unless for horse related emergency.
- 3) Release and Liability waivers must be completed and signed prior to riding.
- 4) The “Barn Rules” will be monitored by the Rodeo coach, Farm Manager, Equine Supervisor and/or appropriate faculty.
- 5) Instruction and Training of Barn Rules to the Rodeo students will be conducted at the beginning of each semester by the Rodeo coach, Farm Manager, Equine Supervisor and/or the appropriate faculty.
- 6) No turn out of unauthorized animals in arena.
- 7) Do not handle horses other than your own, unless granted with written permission.
- 8) Do not leave horses tied up and unsupervised.
- 9) Do not tie horse to arena panels at the equine center.
- 10) Stalls and surrounding areas will be kept clean; the student is expected to clean the stall daily.
- 11) Water buckets shall be cleaned as needed and filled twice daily. They also shall be disinfected bi-weekly with disinfectants such as appropriately diluted Roccal-D or Roccal-D Plus or Generic equivalent.
- 12) Stall walls shall be cleaned and disinfected (Roccal-D) monthly, including between residents. Stall wall cleaning must involve a brush and soap with diluted Roccal-D disinfectant, followed 10 minutes later by a clean water rinse.
- 13) All stalls, feed rooms, and alleys will be kept clean. This includes holidays (if applicable) and at the end of each semester.
- 14) All feed must be stored in a sealable container.
- 15) All personal items must be put in a locker or assigned tack room, with exception of LOCKED grain bin and one (1) hay bale in front of the stall.
- 16) Clean up wash racks after each use. This means to spray any dirt off, any soap down the drain, and pick up any manure. Roll up hose when finished.
- 17) Only used assigned stalls.
- 18) Students will be required to pay for any damages incurred to the facilities by the horse(s) or the owner.
- 19) Stalls should be free of sharp or harmful objects that may injure the horse while white noise is acceptable.

- 20) Horses must be fed daily.
- 21) Limit turnout time to 8 hours per day (if applicable). These pens are for turnout time, not full time boarding.
- 22) No dogs or other pets are allowed at the arena or stall area.
- 23) No temporary pens may be set up without permission by the Equine Supervisor, Farm Manager, Rodeo coach or appropriate faculty.
- 24) All riders must wear helmets
- 25) All riders must wear long pants while mounted with appropriate boots with heels.
- 26) Keep gates closed and latched.
- 27) Drive slowly and cautiously in driveway and barn yard.
- 28) Ride in designated areas only.
- 29) Use arena etiquette while riding in designated areas (pass on inside, left hand to left hand, etc.).
- 30) No unsafe or unhorseman-like behavior in the barn or arena.
- 31) Show respect to all Equine Center Employees.
- 32) If you get a written notice on your stall card, you have 24 hours (once appropriate notification has been acknowledged) to correct the situation to your stall and/or trailer area. If you do not correct the situation, you will lose your stall privileges, after due process protocol according to the eviction process.
- 33) **ABSOLUTELY NO CONSUMPTION ALCOHOL ON EQUINE CENTER PREMISES AND RODEO BARN!**

The barn and arena **MUST** always look nice. We always want to make a good first impression on those coming out and keep things nice for future students. Please pick up after yourselves.

You will receive verbal warnings and three written notices before eviction.

Rules may be added and/or amended at any time at the discretion of TAMUC Farm and Rodeo Management, yet written notices will be provided to the Rodeo coach/Equine Supervisor when students are notified of said written notices. Notices will be placed in the equine office and be posted at a conspicuous place at the rodeo barn facility. Any new rules or general notices will be posted a minimum of 30 days in advance for initiation of the new rule.

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**Owner Signature**

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**Date**