



## Solo Select Horses LLC - Board Agreement & Price Schedule

THIS AGREEMENT is made between Solo Select Horses, LLC, a Texas limited liability company ("Solo") and \_\_\_\_\_, hereinafter referred to as "OWNER". This agreement applies to all horses owned by said Owner, including horses acquired or brought to Solo Select Horses after this agreement is signed.

In consideration of the pricing on Exhibit A of this contract, Solo Select Horses agrees to board Owners horse(s). Stable has the right of lien as set forth in the law of the State of Texas (Agister Lien and/or Stable Keeper Lien) for the amount due for board, training and any additional services and shall have the right, without process of the law, to retain said horse until the indebtedness is satisfactorily paid in full. This agreement is subject to the laws of the State of Texas.

During the time that the horse(s) is/are in the custody of Solo, Solo shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on Solo's premises.

Owner fully understands and hereby acknowledges that Solo does not carry any insurance on any horse(s) not owned by Solo, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse(s), breeding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of Solo, are to be borne by Owner. Owner agrees to hold Solo, Solo's members, managers, employees, partners, directors, officers, agents invitees, and guests (together, the "Solo Parties"), harmless from any claim resulting from damage or injury caused by said horse, Owner or Owner's guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Solo in defense of such claims.

Solo agrees to attempt to contact Owner, at the phone number Owner provides on this contract, should Solo feel that medical treatment is needed for said horse(s), provided however, that in the event Solo is unable to contact Owner within a reasonable time, which time shall be judged and determined solely by Solo, Solo is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and will do so by any licensed providers of such care who are selected by Solo, as Solo determines is required for the health and well-being of said horse(s). The cost of such care secured shall be due and payable by Owner within fifteen days from the date Owner receives notice thereof.

THESE INDEMNITY OBLIGATIONS SHALL APPLY WHETHER OR NOT THE CLAIM OR LIABILITY IN QUESTION RESULTS OR IS ALLEGED TO RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE OR STRICT LIABILITY OF SOLO OR THE SOLO PARTIES, OR ANY DEFECT IN THE PREMISES, EQUIPMENT OR TOOLS OWNED, OPERATED OR CONTROLLED BY SOLO OR THE SOLO PARTIES. THUS, IT IS UNDERSTOOD AND AGREED THAT IN NO CASE SHALL SOLO OR THE SOLO PARTNERS BE RESPONSIBLE FOR ANY LOSS, DEATH, DAMAGE OR INJURY OF ANY CHARACTER TO ANY PERSON, ANIMAL OR ARTICLE ARISING FROM OR OCCURRING DURING THE TIME ANIMAL IS BOARDED AT SOLO.

This Agreement shall be binding upon and insure to the benefit of the party's assigns, heirs, executors, and administrators. This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties. Time is of the essence of each provision herein.

### WARNING:

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

**ATTENTION: ALL CUSTOMERS ARE REQUIRED TO HAVE A VALID CREDIT CARD ON FILE. BILLS UNPAID BY THE 5TH DAY OF THE FOLLOWING MONTH WILL AUTOMATICALLY HAVE THE CARD ON FILE CHARGED, WITH AN ADDITIONAL 3.5% CONVENIENCE FEE ADDED ONTO THE TOTAL BILL.**



EXHIBIT A
Price Schedule

Pricing Effective January 1, 2024

Board Pricing

- Dry Mare/Stall - \$28/day
Wet Mare/Stall - \$32/day
Show Horse Care - \$35/day - daily walker + mane/tail care
Dry Mare Pasture - \$22/day
Wet Mare Pasture - \$24/day

Sale Fitting

\$40/day - If Solo Select takes horse to auction, our commission is \$650 or 2%, whichever is greater
Videos, photos, radiographs additional

Recipient Mare Lease

2024 Recip Mare Lease - \$6,000 - \$7,500

Foaling Pricing: (Plasma/Blood Work required)

- Foaling Fee - \$850 (24 hr care)
Plasma - \$1200 - 2 bags rhodococcus plasma/1 bag anti-diarrhea plasma
Bloodwork Bundle (IGg, SNAP Test, CBC): \$150
Halter Breaking - \$500

ALL HORSES THAT ARRIVE WITHOUT WORMING/VACCINATION RECORDS WILL BE WORMED AND GIVEN A 6 WAY/RABIES VACCINE UPON ARRIVAL.

Mare Management Fees

- Fresh Embryos/Pregnancy - \$700 per positive pregnancy (includes all palpations, artificial inseminations, management of mare cycles)
Flush Fee: \$500
ICSI Mare Management - \$700 for ALL Fall Checks
Aspiration Fee: \$1,400 + drugs

ICSI Lab Pricing (ALL APPROXIMATE) - these prices are determined by the ICSI facilities, not Solo Select and may vary slightly.

- ICSI Procedure - \$800
Embryos Produced - \$800/embryo
Embryo Freezing - \$400/embryo
Embryo Warming - \$300 + Packing \$50/embryo
Courier Fees: \$100-\$250

Outside Recipient Mare Management

- Outside Recipient Mare Management Fee- Includes 1 embryo implantation, palpations - \$2,000
Additional embryo implantation(s) - \$500
Regumate, drugs, etc will be billed separately
\*\*Outside recipient mares taken on a case-by-case basis\*\*

WE HAVE A ZERO TOLERANCE POLICY ON LATE PAYMENTS.

I UNDERSTAND THAT MY CARD WILL BE CHARGED IF MY BILL HAS NOT BEEN PAID BY THE 5TH OF FOLLOWING MONTH.

IF MY CARD IS DECLINED, I UNDERSTAND THAT THE NOTHING ABOVE BASIC CARE WILL BE PERFORMED UNTIL THE ACCOUNT HAS BEEN SETTLED.

I UNDERSTAND THAT IF MY BILL IS CONTINUOUSLY PAID LATE, I WILL BE ASKED TO PAY MY FINAL BILL AND TAKE MY HORSE HOME.

CREDIT CARD AUTHORIZATION

Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_

Card Type: \_\_\_\_\_
(Visa, Mastercard, Amex, Discover)

Expiration Date: \_\_\_\_\_

3/4 Digit Code: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

I authorize Solo Select Horses to charge my credit card above for applicable additional fees within this form. I understand that my information will be saved to file for future transactions on my account. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until canceled. By signing below, I also understand and agree to the contract and pricing within this contract,

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

Date \_\_\_\_\_

Owner Printed Name \_\_\_\_\_

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

Melanie Smith, Manager

Date \_\_\_\_\_