

**Tezmaral Arabians**  
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**SERVICE AND LIABILITY AGREEMENT**

Name of Horse	Registration Number	Date Foaled
Sire	Dam	
In Case of Emergency, Notify _____		
Insurance Carrier _____	Policy Number _____	

**DEFINITIONS:** The term "HORSE" refers to the specific horse to which this Service and Liability Agreement refers. The term "RELEASOR" refers to the owner, part-owner or lessee of the horse contracted herewith, or to the individual seeking service from Tezmaral in any capacity.

**AGREEMENT OF PURPOSE and CONSIDERATION:** At the commencement of this agreement, Releasor(s) intend for Tezmaral to undertake the training of the horse (described above) and/or provide other incidental services according to the terms set forth herewith.

**FEE SCHEDULE and DESCRIPTION:** Prior to signing this Agreement, Tezmaral shall provide Releasor(s) a current Fee Schedule and Program Description which shall become part of this Agreement. Releasor(s) understands that Tezmaral may alter their Fee Schedule at any time with no less than thirty (30) days written notice.

**PAYMENT for SERVICES:** Billing will be issued on or before the first of each month and due in full on or before the 15<sup>th</sup> of that month. Unpaid balances exceeding 30 days from invoice date will be charged interest billed at 1.5% per month.

**LIABILITY RELEASE:** Releasor(s) agree to release, indemnify and hold harmless Tezmaral, its owners, officers, agents, affiliates, employees, veterinarians, farriers and successors from all liability, death, injury, loss and/or damage of any kind whether caused by Tezmaral (or listed agents) that may befall Releasor(s), horse and/or equipment and arising either directly or indirectly from any service(s) provided Releasor(s) by Tezmaral. Further, Releasor(s) acknowledge(s) that all risks connected with Tezmaral services are borne by Releasor(s).

**WARNING**

Under Texas Law (Chapter 87, Civil practice and Remedies Code), An equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

\_\_\_\_\_  
Releasor(s) initials

**ARRIVAL at TEZMARAL:** Each horse shall enter Tezmaral's premises free from transmittable diseases, wormed and current on immunizations for tetanus, equine encephalitis, influenza, rhinopneumonitis, West Nile and other maladies as requested. Upon arrival, Tezmaral shall require a current Negative Coggins Test (within the past 12 months), up-to-date vaccination and worming records, 1<sup>st</sup> month program fee (see current Fee Schedule), and signed Service and Liability Agreement.

**INJURY, ILLNESS and ROUTINE CARE:** In case of illness and/or injury to horse, Releasor(s) agrees to course of treatment chosen by Tezmaral and/or Tezmaral veterinarians(s) at horse owner's expense. Tezmaral will advise Releasor(s) of any and all medical situations and/or injuries. Releasor(s) further agrees that horse shall participate in worming, immunizations, teeth floating, Coggins and other care as deemed necessary by Tezmaral and paid for by Releasor(s).

**TRANSPORTATION, VETERINARIAN and FARRIER:** All transportation shall be the liability and expense of Releasor(s). This includes transportation in Tezmaral vehicles or vehicles engaged at the direction of Tezmaral. Further, it is understood by Releasor(s) that all veterinary and farrier expenses for horse are the single and sole responsibility of Releasor(s). Billing shall be sent direct to Releasor(s) by vendor, or otherwise billed direct by Tezmaral to Releasor(s).

**SHOWING of TRAINING HORSES:** It is understood that Tezmaral has the final decision regarding the selection of shows and classes related to the promotion, showing and/or sale of any horse under Tezmaral guidance. Placement of any horse with Tezmaral does not obligate Tezmaral to show horse.

**DEPARTURE from TEZMARAL:** All veterinary, farrier and other fees must be paid in full prior to Tezmaral's release of any horse on premise or off premise when under the care and guidance of Tezmaral. A 48-hour departure notice is required.

**LOSS of PERSONAL PROPERTY:** Releasor(s) is hereby warned that while on Tezmaral premises, direct loss, damage, theft or injury to Releasor(s) horse, tack, equipment and/or trailer is not covered by Tezmaral insurance. The Releasor(s), having financial interest in horse shall carry a personal property insurance under homeowner's, tenant's and/or their insurance policy, or under separate policy.

**RELEASOR'S ACCEPTANCE of RESPONSIBILITY:** During the time that the horse(s) is being trained, the horse(s) shall be in the custody of Tezmaral. Releasor(s) has inspected Tezmaral premises and/or has in some other way satisfied himself/herself that the conditions of the premises and facilities provide adequate and reasonable safety for horse. Releasor(s) agree to be responsible for any and all damages, injuries, loss of life caused by or to horse when under the care and guidance of Tezmaral (or agents as note elsewhere in this document). Releasor(s) is also responsible for any accident, injury or loss of life sustained by Releasor(s), Releasor(s)'s family, invitees and/or agents when on Tezmaral premises. Releasor(s) agree to indemnify and hold harmless Tezmaral for any damages resulting from Releasor(s) or horse involvement at Tezmaral.

**LIEN AGAINST HORSE:** The Releasor(s) hereby grants a Possessor Lien against the horse in service at Tezmaral for the value of any unpaid service(s) rendered by Tezmaral under this Agreement. Such debt which goes unpaid for more than sixty (60) days shall entitle Tezmaral to enforce Possessor Lien according to the laws of the State of Texas.

**AGREEMENT SCOPE:** This Agreement shall be legally binding upon Tezmaral and Releasor(s) and/or Releasor(s) parents or legal guardians, should Releasor(s) be a minor, once signed by both parties. Each written provision of this Agreement is contractual and not merely recitals and shall be construed according to the laws of the State of Texas.

Owner's Name (Please Print) \_\_\_\_\_ Tezmaral Representative \_\_\_\_\_ Date \_\_\_\_\_

Owner's Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Daytime & Evening  
Phone Numbers \_\_\_\_\_

Releasor(s) Signature(s) \_\_\_\_\_