

# TAMAR ARABIANS, LTD.

## Arrival Checklist

- ❑ Arrival Form
- ❑ Training/Boarding Contract
- ❑ Release of Liability
- ❑ First month's board/training payment
- ❑ Copy of registration papers
- ❑ Copy of sales/lease contract (if not registered in your name)
- ❑ Copy of AHSA & IAHA membership cards (if showing)
- ❑ Copy of Coggins Test (original is preferred for showing)
- ❑ Vaccination and worming records
  - Encephalitis vaccine
  - Influenza vaccine
  - Rhinopneumonitis vaccine
  - Tetanus vaccine
  - West Nile vaccine
  - Strangles vaccine
  - Last worming (date and medication used)
- ❑ Correct billing address

### Disclosure:

Any horse may, at the discretion of any Tamar Arabians, Ltd. staff member, be refused unloading on the property if the horse appears unhealthy, unsound, or unfit for any other reason. Proof of all vaccinations, worming, and Coggins testing must be presented upon arrival or all appropriate vet work will be done, at the owner's expense, within 48 hours of arrival.

# TAMAR ARABIANS, LTD.

## ARRIVAL FORM

Registered Name: \_\_\_\_\_

Barn Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Program:

- Training
- Full care stall board
- Turn out stall board
- Pasture board
- Nursing foals
- Special care: \_\_\_\_\_

Owner: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Second Phone: \_\_\_\_\_

Date of arrival: \_\_\_\_\_

Time of arrival: \_\_\_\_\_

Insurance \_\_\_\_\_

Health records received:

Encephalitis vaccination date: \_\_\_\_\_

Tetanus vaccination date: \_\_\_\_\_

Flu vaccination date: \_\_\_\_\_

Rhinopneumonitis vaccination date: \_\_\_\_\_

Strangles vaccination date: \_\_\_\_\_

Coggins date: \_\_\_\_\_

Coggins accession number: \_\_\_\_\_

Last worming date: \_\_\_\_\_

Paperwork received:

- Contract signed
- Copy of registration papers
- Copy of AHSA and IAHA membership cards

Condition upon arrival: \_\_\_\_\_

Feeding regimen:

Grain \_\_\_\_\_

Hay \_\_\_\_\_

Other \_\_\_\_\_

Equipment received:

Halter \_\_\_\_\_

Lead rope \_\_\_\_\_

Blanket \_\_\_\_\_

Hood \_\_\_\_\_

Other \_\_\_\_\_

\_\_\_\_\_

Authorized signature of Tamar Arabians, Ltd.

## TRAINING/BOARDING PROGRAMS

**TRAINING** - For horses being shown or in preparation for being shown either in performance or halter. These horses are worked individually by one of our trainers in their own specific program. When trainers are not on the premises, horses continue their daily conditioning and care.

**FULL CARE STALL BOARD** - For horses maintaining show condition. Horses are lounged, turned out, or walked six days a week. Hair coat and tails are maintained through daily grooming and they are bathed and clipped as necessary.

**TURN OUT STALL BOARD** - For horses on full time turn out, but need special attention. These horses live in a stall at night and during inclement weather. They are turned out daily in either a private paddock or in a pasture with other horses. During inclement weather, these horses are exercised by lounging or indoor turnout.

**PASTURE BOARD** - For horses on full time turn out. These horses are kept collectively with other horses in one of our many pastures. Horses are inspected daily and have shelter for inclement weather.

**NURSING FOALS** - While nursing, our foals are fed a daily creep feed ration in addition to the monthly handling for vaccinations and worming. Mothers are fed a greatly increased ration during lactation. All foals are inspected daily with extra time spent interacting with them.

**SPECIAL CARE** - Sometimes horses come to Tamar Arabians, Ltd. with special needs. We do our best to provide for this extra care, but it is often necessary to charge for the additional costs involved with daily medications, wormers, or special feeds.

### **ADDITIONAL STABLE SERVICES:**

Foaling Fee: to cover the special labor, staff training, and supplies involved.

Foal Weaning and Halterbreaking: All babies are taught to: lead, stand quietly while tied, lounge, have a bath, pick up their feet, trailer, walk on a hot walker, and be clipped. Foals learn fast and so we do not feel the need to charge for an entire month of training. Foals continue to live in pasture as we feel that free exercise and companionship are essential for the normal, healthy growth of these youngsters.

Broodmare Handling Fee: This fee is charged to cover maintaining a tease stallion, and the extra labor and supplies that go into breeding a mare above and beyond that of just pasture board.

Photograph Preparation and Stand Up Fees: Photo shoots are long and gruesome work. Horses are prepared just as if they were at a show. Baths, makeup, lounging, and saddling are all done before the first morning light and clean up often continues until well after dark.

Sales Commission: Anytime a horse is sold at Tamar Arabians, Ltd., we incur extra costs such as time spent preparing and showing the horse, long distance telephone calls, and additional paperwork. We spend numerous hours networking and maintaining a reputation as a farm so that buyer's repeat business and references encourage the sale of your horse.

## 2008 SERVICE FEES

### PROGRAMS

Halter and Performance Training	\$700.00/month*
*(25.00 per horse discount if bill paid by the 28 <sup>th</sup> of the month)	
Full Care Stall Board and Conditioning	\$450.00/month
Turn Out Stall Board	\$350.00/month
Pasture Board	\$300.00/month
Mare Care	\$12.00/day
Mare Care with foal	\$14.00/day

### ADDITIONAL STABLE SERVICES

Photograph Preparation Fee	\$150.00
Bodyclipping	\$100.00
Sales Commission	15% of purchase price
Transportation (\$100.00 minimum)	\$0.60/mile
Foaling Fee	\$300.00
Foal Halterbreaking and Weaning	\$350.00
Broodmare Handling Fee	\$500.00
Transported Semen Shipment Fee	\$250.00
Courier fee to airport (if required)	\$100.00
VHS Video	\$50.00
DVD	\$100.00 master \$10.00 copies

### SHOW CHARGES (transportation and shavings and will be billed separately)

Class A Show	\$550.00
Santa Barbara Snaffle Bit Futurity	\$600.00
Regional Show	\$900.00
Youth Nationals	\$1,500.00
Scottsdale	\$1,500.00
Canadian Nationals	\$2,000.00
U.S. Nationals	\$2,000.00

**TAMAR ARABIANS, LTD.**  
**108 THOMPSON ROAD**  
**WEATHERFORD, TEXAS 76087**  
**(817) 596-9392**

**TRAINING/BOARDING AGREEMENT**

THIS AGREEMENT is made on \_\_\_\_\_ by and between \_\_\_\_\_, (hereinafter called "Owner"), and TAMAR ARABIANS, LTD. (hereinafter called "Farm").

IN CONSIDERATION of the fees set forth below paid to Farm by Owner in advance and on or before the 10<sup>th</sup> day of each month, Farm agrees to train and/or care for the horse described and listed below (hereinafter called "Horse"). Said care shall commence on \_\_\_\_\_ and shall continue month to month until terminated in accordance with this agreement.

The Horse, subject to this agreement, is described as follows:

Name: \_\_\_\_\_  
Registration Number \_\_\_\_\_  
Date Of Birth: \_\_\_\_\_  
Color: \_\_\_\_\_  
Sex: \_\_\_\_\_

Farm requires 30 days notice for the Horse to be moved from one program to another or to be removed from the premises. If the Owner does not fulfill this requirement, Owner hereby agrees to pay one month's fees within five days of receipt of such notice.

Owner agrees to produce at the time of arrival of the Horse: a current health certificate indicating current vaccination for equine encephalitis, influenza, tetanus, strangles, and rhinopneumonitis, as well as a certificate indicating a negative Coggins test. Farm reserves the right to vaccinate or test any horse not accompanied by such certificates and may refuse to accept for training or boarding any horse that fails to meet the above standards or is otherwise unsuitable.

Farm is authorized to secure veterinary and farrier care necessary for Horse. Costs of veterinary care shall be billed directly to the Owner by the provider and paid within fifteen (15) days of the billing date. Costs of farrier care is due and payable at time such service is rendered. Farm is authorized to secure these services for both emergency and routine care of the Horse.

In the event of a medical emergency involving the Horse, the Farm shall have the authority to take all reasonable action and authorize such medical treatment as Farm, in its judgement, deems appropriate. Farm will make every reasonable effort to contact Owner in such circumstances.

It will be the responsibility of the owner to provide any and all insurance for Horse in the amount of the Owner's assessed value. Owner shall be fully responsible and liable for any damage caused by his or her Horse. Owner assumes all risks of death, injury, disability, or loss of use to themselves or to their horse.

This agreement in no way binds or guarantees that any horse accepted for training will be shown by the Farm. In the event that the Horse is selected to be shown by the Farm, the Farm agrees to put forth its best effort in showing said Horse and the Owner agrees to compensate Farm as per the current show prices. All prize monies will belong to the Owner, unless otherwise stipulated. This includes futurity purses. Show expenses and subsequent charges will be billed promptly after each show and must be paid within twenty (20) days of billing.

Owner is solely responsible for all show entry and related fees for Horse. Owner will submit own entry forms for each show subject to the Farm's approval. The Farm may elect to submit entry forms for the Owner, in which case fees must be paid to Farm prior to entry being made.

Farm shall not be liable or responsible for and shall be indemnified and held harmless by the Owner from and against any and all claims of damages to or loss of property arising out of or attributed directly or indirectly to the operations or performance of Farm.

It is understood that the Farm has a lien on any horse in its possession to the extent of any and all unpaid amounts due by the Owner. In connection therewith, Owner hereby specifically waives any right to remove any horse from the possession of the Farm without first having paid any and all charges due to the Farm or otherwise without the express written consent of the Farm.

If any legal action is brought pursuant to this agreement, it is expressly agreed that the party in whose favor the final judgement shall be entered shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief which may be awarded.

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Owner

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Authorized signature of Tamar Arabians, Ltd.

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Address

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City, State Zip

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Home Phone

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Second Phone

**TAMAR ARABIANS, LTD.  
RELEASE OF LIABILITY**

This agreement is made and entered into on \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter called "Rider") and Tamar Arabians, Ltd. of 108 Thompson Road Weatherford, Texas 76087 (hereinafter called "Farm").

It is understood that Rider acts as agent for all family members, minors or otherwise, friends, or guests when signing this agreement.

In return for the use, today and on all future days, of the property, services, and facilities of the Farm, the Rider, his/her dependants, heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Rider to carry full and complete insurance coverage for his/her horse, personal property, and himself/herself.
2. Rider agrees to assume any and all risks involved in or arising from Rider's use of or presence upon Farm's property and facilities including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses, or stationary objects, fire, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. Rider agrees to hold Farm and all of its successors, assigns, franchises, affiliates, officers, directors, employees, and agents completely harmless and not liable and release them from all liability and responsibility whatsoever and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs, or expenses arising out of Rider's use of or presence upon Farm's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful, and wanton negligence of the Farm.
4. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material, or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. Rider agrees to indemnify and defend Farm against, and hold harmless from, any and all claims, causes of action, damages, judgements, costs and expenses, including attorney's fees, which in any way arise from Rider's use of or presence upon the Farm's property and facilities.
6. Rider agrees to abide by all of Farm's rules and regulations whether written, oral, or otherwise.
7. If Rider is using his/her own horse, the horse shall be free from infection, contagious or transmittable disease. Farm reserves the right to refuse the use of a horse if not in proper health or is deemed dangerous or undesirable.
8. This agreement is non-assignable and non-transferable and is made and entered into in Parker County, Texas and shall be enforced under the laws of this state. Should any clause be in conflict with state law, then the clause is null and void. When the Farm and Rider sign this agreement, it will be binding on all parties subject to the above terms and conditions.

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Authorized signature of Tamar Arabians, Ltd.

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**BREEDING AGREEMENT**

THIS AGREEMENT, made and entered into on \_\_\_\_\_ by and between \_\_\_\_\_  
\_\_\_\_\_ (hereby called "Mare Owner") of \_\_\_\_\_  
\_\_\_\_\_ and **Tamara Hanby** (hereby called "Stallion  
Owner) of **108 Thompson Road Weatherford, Texas 76087** with reference to the following horses:

Stallion: \_\_\_\_\_ Registration #: \_\_\_\_\_

Mare: \_\_\_\_\_ Registration #: \_\_\_\_\_

Registered owner of mare: \_\_\_\_\_

Upon the terms and conditions set forth, it is agreed as follows:

1. Tamar Arabians, Ltd. (hereby called "Farm") shall act solely as the agent for the Stallion Owner. All payments and fees shall be paid directly to Tamar Arabians, Ltd.
2. The stud fee shall be \$ \_\_\_\_\_. Of this, **\$200** shall be retained as a non-refundable booking fee and shall be due upon receipt of this contract. Payment of the booking fee shall reserve a breeding for the Mare to the Stallion for the \_\_\_\_\_ breeding season. The balance of the stud fee shall be due and payable prior to breeding or semen shipment.
3. Additional fees set forth by Tamar Arabians, Ltd. or any of their agents shall be paid for in a timely manner. Additional fees that *may* be expected are equitainer deposit and/or rental, stallion collection fees, shipment fees, board and/or training fees, mare handling fees, veterinary and farrier costs. Tamar Arabians, Ltd. will bill any and all additional fees to the Mare Owner and reserves the right to refuse shipment or breeding due to unpaid bills.
4. The Stallion Owner agrees to provide fresh, cooled, or frozen semen from the Stallion for use with only the Mare. Upon the death, sale, or infertility of either the Mare or the Stallion prior to the birth of a live and healthy foal, an agreed upon substitute may be used. Upon sale of the Mare or the Stallion, this breeding contract may be transferred to the new owner with the written agreement of all parties.
5. Upon successful completion of this contract and all services rendered and paid for, the Stallion Owner agrees to allow the foal registration into any and all applicable registries. It will be the sole responsibility of the Mare Owner to prepare any and all paperwork and request any necessary signatures from the Stallion Owner.

Terms and conditions:

1. The Mare Owner agrees to maintain the mare in good physical condition throughout breeding and gestation. This shall include, but may not be limited to: routine vaccinations including additional Rhinopneumonitis vaccinations in the mares 5th, 7th, and 9th month of pregnancy, worming, hoof care, nutrition, and all routine, normal and expected veterinary care.

2. The Mare Owner assumes all responsibility for the condition of the Mare, and shall bear all risk of loss or damage to the Mare. Neither the Stallion Owner, Tamar Arabians, Ltd. or any agent representative, or employee thereof, shall be liable or responsible in any way for any delay of shipment, disease, death, accident, or injury to the Mare or Mare Owner. The Mare Owner therefore agrees to hold harmless these persons and businesses from any and all damage therewith.

3. The Mare Owner shall assume all responsibility for following any regulations or requirements set forth by any government agency or breed registry including transported semen permits, taxes, fees, or additional costs.

4. The Stallion Owner agrees that if this contract is executed by the Mare Owner and Tamar Arabians, Ltd. and the stud fee and all other balances paid in full and should the mare subsequently not have a live foal, that can stand and nurse unassisted for a period of 24 hours, the stud fee shall be carried forward to the next breeding season provided that the attending licensed veterinarian notifies the Stallion Owner within thirty days of the discovery of the mare's pregnancy loss, still birth, or foal death. Re-breeding rights and carrying forward the stud fee shall be valid for only one subsequent breeding season. Substitution of another mare is at the sole discretion of the Stallion Owner.

5. If the Mare is to be bred by transported semen, the Mare Owner agrees to notify Tamar Arabians, Ltd. when the Mare comes into heat. Transported semen must be ordered 24 hours prior to collection (NOTE: this means 48 hours prior to insemination). Tamar Arabians, Ltd. will make every effort to accommodate every transported semen request promptly and fully, but due to the limited supply of the semen, each order will be filled on a first come, first serve basis.

This Agreement shall be a binding contract when signed and accepted by Tamar Arabians, Ltd. and all parties involved. The laws of the State of Texas shall govern this Agreement, and the venue shall be Parker County, Texas. In the event counsel is retained to enforce the provisions of this Agreement, the prevailing party shall be entitled to collect any and all reasonable attorney's fees and costs.

This Agreement shall in all respects bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

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Mare Owner

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Stallion Owner

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Date