

The Equestrian Center at Whispering Farms
McKinney Police Mounted Unit Proposal

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THE EQUESTRIAN CENTER AT WHISPERING FARMS

Proposal for City of McKinney Mounted Patrol Equine Boarding

The Equestrian Center at Whispering Farms

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.

1. Company Profile and Project Team Experience

The Equestrian Center at Whispering Farms is a full service equestrian boarding facility that specializes in providing exceptional equine care, outstanding amenities, and a professional, experienced staff.

A. Staff/Qualifications

Our staff is comprised of:

- * Christina Hall, barn manager and trainer. Chrissy has over 30 years of experience as a trainer, is a USDF bronze and silver medalist, and has trained both horses and clients from novice level to Grand Prix. Additionally, she has managed two other multi-use equestrian facilities, including Las Colinas Equestrian Center and Curragh Equestrian Center. She has been a trainer at Whispering Farms for over twelve years, and been the barn manager since 2020. She was also a member of Keller Police Department's mounted patrol division as a TCOLE licensed peace officer, and supervised the care of the patrol horses and the training of new mounted unit riders.
- * Joel Garrulo, head of barn maintenance. Joel has been with the Whispering Farms facility for over fourteen years. He is in charge overseeing the barn workers and keeping the barn running on a day to day basis. He lives on property and is always available for emergency services should the need arise.
- * Dan Metevier - facilities manager. Dan Metevier handles the management of the real estate function of Whispering Farms. That entails managing, among other things, the repairs and maintenance, utilities, landscape management, HVAC and ensuring that the equipment gets serviced in a timely manner. Dan has been in the real estate field for over 35 years.

Additionally, we have several barn workers who take care of the horses on a daily basis under the supervision of Joel and Christina. Our accounts and billing are handled through our accounting office.

B. Facility history of providing similar services

The facility has provided boarding services for all types of horses since its opening in 2005. In 2021 the facility was purchased by the current owners and since has been renovated and has expanded the amenities and level of care.

C. Past legal action

The facility has had not had any legal action filed against it in the past five years, nor taken any legal action against others.

D. Optimum Service Statement

The Equestrian Center at Whispering Farms is an established, full service equestrian center with an experienced, professional staff. We provide an exceptional level of care, amenities that meet or exceed those outlined by the RFP, and feed, hay, and shavings that match or exceed the quality of other facilities in the area, available in quantities that exceed other facilities. As such, the Equestrian Center at Whispering Farms becomes the best value for the City of McKinney and will provide the best level of care for its equine officers. A detailed description of the facilities amenities are provided below under **SERVICES AND FACILITIES**.

E. References

The facility has over forty individual boarders, all of whom have similar needs to each of the mounted patrol horses. The following boarders have two horses boarded at the facility:

Kari Harris - 214-287-3272
Cassie DelCheccolo - 508-517-6127
Elizabeth Chiaviello - 214-202-8697

Any of the above references can provide information regarding the quality of the care, the facility, and the staff.

F. Registration

The Equestrian Center at Whispering Farms LLC is registered with the Texas Secretary of State, file number 803926668.

2 Services and Facilities

A. Facility and Service list

- * The Equestrian Center at Whispering Farms is located 8.9 miles from 2200 Taylor Burke Road, McKinney.
- * The Equestrian Center at Whispering Farms has an indoor arena measuring approximately 75 feet by 200 feet. The footing is GGT geotextile footing, enhanced by a permanent dust inhibitor (Mag-Chlor), two Big Ass Fans (brand name) overhead in the arena area and several ceiling fans in the adjoining gallery.
- * The Equestrian Center at Whispering Farms has a round pen of approximately 20m which is drug daily.
- * The Equestrian Center at Whispering Farms has an outdoor arena of approximately 110 feet by 200 feet. It is lit.
- * The Equestrian Center at Whispering Farms has an air conditioned/heated lobby and viewing area.
- * The Equestrian Center at Whispering Farms has a center aisle of 14 feet.
- * The Equestrian Center at Whispering Farms has enough space that quarterly mounted patrol trainings can utilize the facility at no extra charge.
- * The Equestrian Center at Whispering Farms has a keypad controlled electric gate to keep out the general public.
- * The Equestrian Center at Whispering Farms has staff living on site, providing a level of consistent staff availability.
- * The Equestrian Center at Whispering Farms has a paved driveway for ease of trailer loading and unloading.
- * The Equestrian Center at Whispering Farms has paddocks fenced with pipe and cable fencing with no climb fence in some areas.
- * The Equestrian Center at Whispering Farms has four large pastures with run in sheds with automatic waterers, one without a run in shed but an automatic waterer, and one with a trough waterer and no run in shed. We also have many paddocks available for private turn out.
- * The Equestrian Center at Whispering Farms has trailer parking and two electric hookups for living quarters trailers.
- * The Equestrian Center at Whispering Farms has a Kraft Eurowalker (automatic horse walker) with supervision available. The Eurowalker is a variable speed, automatic reversal no-tie walker with nonslip matted footing.
- * The Equestrian Center at Whispering Farms has a Theraplate (vibration therapy device) available for boarders to use.
- * The Equestrian Center at Whispering Farms offers 12 x 12 stalls, each with a stall mat. Stalls are cleaned twice daily, and fresh shavings are added every day as needed.
- * The Equestrian Center at Whispering Farms has an automatic waterer in every stall.
- * The Equestrian Center at Whispering Farms offers flexible turnout options: private paddock or small group pastures, with hay fed in the pastures at lunchtime.

- * The Equestrian Center at Whispering Farms turns horses out on an all day basis in the wintertime and all night during the summertime, weather permitting.
- * The Equestrian Center at Whispering Farms offers individual tack lockers, one per horse, in the tack rooms.
- * The Equestrian Center at Whispering Farms has an available oversized locker for large equipment storage.
- * The Equestrian Center at Whispering Farms feeds high quality hay: a choice of either Tifton or Alfalfa, up to six flakes per day.
- * The Equestrian Center at Whispering Farms offers a choice of Hallway feeds: Distinguished, Stamm Ration Balancer, or Prep 14, fed twice daily.
- * The Equestrian Center at Whispering Farms has hot and cold water in four washracks.
- * The Equestrian Center at Whispering Farms has laundry facilities available.
- * The Equestrian Center at Whispering Farms has oscillating fans in the stall areas.
- * The Equestrian Center at Whispering Farms has a full fly spray system that runs off a timer.
- * The Equestrian Center at Whispering Farms will feed owner provided supplements to the horses at feed time (owners bag supplements or provide them in Smartpak strips).
- * The Equestrian Center at Whispering Farms staff evaluates and changes blankets depending on weather conditions.
- * The Equestrian Center at Whispering Farms has the space and availability to host clinics and training events put on by the City of McKinney mounted patrol.
- * The Equestrian Center at Whispering Farms does not have a day in which the facility is closed to boarders.
- * The Equestrian Center at Whispering Farms welcomes any client farriers that serve them.
- * The Equestrian Center at Whispering Farms hosts a Hallway nutritionist who consults frequently with staff members.
- * The Equestrian Center at Whispering Farms has a guest suite available by arrangement.
- * The Equestrian Center at Whispering Farms welcomes vets, bodyworkers, chiropractors of the City's choosing, or the City can utilize the frequent regular bodyworkers, chiropractors, vets, etc that regularly visit the barn.
- * The Equestrian Center at Whispering Farms welcomes site visits.

Additionally, the Equestrian Center at Whispering Farms has a team of knowledgeable trainers, horsemen, and barn staff that go the extra mile to ensure that each horse receives the best individual care possible. In case of emergency, barn staff will immediately notify the McKinney Mounted Patrol and can assist in any emergency situation on an as needed basis.

B. Timeline

The Equestrian Center at Whispering Farms has stalls available for immediate move in.

C. Cost Proposal

* The Equestrian Center at Whispering Farms (“Whispering Farms”) is proposing to charge its normal boarding fee of \$1,350 per horse. Whispering Farms generally reviews its boarding fees in October of each year with any adjustment being effective January 1st of the following year. However, Whispering Farms proposes that its boarding fee for the McKinney Police Department Mounted Unit be fixed from the effective date of this contract to the one-year anniversary of such contract. Any new general boarding rate will be limited to an increase of 3% per year and become the rate payable by the McKinney Police Department Mounted Unit on each anniversary date unless the contract is first terminated. **The boarding rate of \$1,350 per horse, and any increased rate, will include the following, some elements of which are only offered to non-McKinney Police Department Mounted Unit boarders at an additional cost:**

* use of all facilities, arenas, tack rooms, round pens, and the Kraft Eurowalker (note that an authorized operator must be present to operate the Eurowalker, and officers must attend their horses while it is being utilized, or arrange with a trainer or groom to assist with loading and attending horses if an officer is absent)

* the use of one 12 x 12 stall per horse, including labor and bedding, the operation of one fan (oscillating between two stalls), and one automatic waterer per stall. Should a horse need an additional bucket for water (in case of injury or illness or inability to drink from auto waterer, the staff will clean (daily) and fill (three times daily) one bucket per horse as an included service at no additional charge.

* Six flakes of Tifton hay per day per horse. Horses requiring Alfalfa hay will be provided Alfalfa in addition to or instead of Tifton. There will be no additional charge for the higher quality Tifton hay or substitution of alfalfa for McKinney Mounted Unit horses.

* Each horse will have one tack room locker. Additionally, we have one oversized locker that will be included (shared amongst the three horses) at no additional charge to the City.

* McKinney Mounted Patrol may host their quarterly training sessions at our facility utilizing the outdoor arena, or, if available, the indoor arena, as long as said training session does not interfere or disrupt the operations of other boarders or other planned events. There will be no additional charge for the use of the facility for training sessions.

* The Mounted unit may park the City truck and/or horse trailer in the facility’s parking area at no additional charge.

* The McKinney Mounted Patrol horses will receive the following daily care as included in the boarding rate:

- turn out with hay given (weather permitting) in a pasture or paddock
- blankets changed (according to weather) during the winter, fly gear added and taken off as needed during the summer
- stall water cleaned daily
- feed given twice daily, with owner provided supplements added, hay given as described above four times daily.
- shavings added as needed

* The Equestrian Center at Whispering Farms will not assess the City of McKinney a surcharge for electricity, water usage, or add on service unless the service falls out of the scope of daily feeding, care, and maintenance of the horse as outlined above. Should the city need a trainer or groom to assist in specialized care (veterinary care, first aid, training, trailering, clipping, etc.) a groom or trainer in residence at the barn is generally available to assist with these tasks. Such an arrangement will need to be made with the trainer or groom directly, and any payment for said services will be made directly to that trainer or groom.

3. Supplemental Forms

The Equestrian Center at Whispering Farms will attach a copy of the required Boarding agreement as well as a release of liability and helmet use waiver (the Equestrian Center requires anyone opting to not wear an ASTM/SEI helmet to sign a helmet release, anyone under 18 must wear a helmet). Any operator or agent of the City who rides the Mounted Unit horses on Whispering Farms property must have a signed liability and, if applicable, helmet release, on file. This includes McKinney officers, their guests, and any trainer or instructor that rides on the facility.

Said forms are attached here and will also be attached to the e-bid site, as amended and specific to the City of McKinney, the terms for which shall remain in effect for the duration of this contract.

A. Insurance -

The Equestrian Center has all required insurance forms and documents to prove that the requirements outlined in the RFQ are met. We will provide proof of insurance and other required documents at the time of a contractual agreement.

B. HORSE BOARDING AGREEMENT AND LIABILITY RELEASE

This Horse Boarding Agreement is made this ___ day of _____, 20__ by and between The Equestrian Center at Whispering Farms LLC, a Texas limited liability company, located at 3310 Prosper Trail, Prosper, Texas 75078 (hereinafter referred to as the "Stable") and City of McKinney, Texas (hereinafter referred to as the "Horse Owner").

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR BOARDED HORSE(S).

WARNING:

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

For and in consideration of the mutual covenants contained herein, the parties agree as follows:

Boarding Fees

1. The Stable shall provide boarding for each horse described below for the sum of _____ Dollars (\$_____) per calendar month, payable in advance on or before the first day of each month at the Stable's above address. Fees not received within 5 days of the due date are subject to a late charge in accordance with Government Code Chapter 2251, the "Texas Prompt Payment Act."
2. Stable's fee schedule may be changed at the one-year anniversary of this Agreement, in an amount not to exceed a 3% increase of the then current rate, upon 30-day written notice to Horse Owner and Horse Owner agrees to pay such new fees or provide the Stable with written notice of termination pursuant to paragraph 16 below.
3. The Stable may offer additional services to Horse Owner and if requested in writing by Horse owner, such additional services will be billed monthly and Horse Owner agrees to pay such bills.

Horse to be Boarded

4. Horse(s) to be boarded: _____ further described the attached list.
5. The term "Horse" shall include Horse or Pony, and all Horses described on the attached list.
6. Horse Owner certifies to the Stable that he/she is the sole owner of the Horse and that he/ she has full and complete power and authority to enter into this Agreement for the boarding of Horse.
7. All Horses shall be required to be on a regular worming schedule as approved by the Stable. Horse Owner shall be responsible for worming his or her Horse at Horse Owner's expense at such regular intervals as the Stable may require. If Horse Owner fails to comply, the Stable may elect to arrange for appropriate parasite control at Horse Owner's expense.

8. Horse Owner shall designate a veterinarian and farrier for the routine care of Horse Owner's horse.
9. In the event of an emergency due to injury or illness, in the Stable's sole opinion, should Horse Owner not be available within two (2) hours of said emergency, the Stable may call a veterinarian to treat the Horse. Horse Owner agrees to promptly pay the costs and fees charged by the veterinarian should it be necessary for the Stable to call a veterinarian. Attempts to contact Horse Owner will be made by the Stable in the event of the injury or illness of the Horse, however, not at the cost of suffering to the Horse. Horse Owner shall provide Stable with contact information for Horse Owner.
10. Each Horse to be boarded shall enter the premises free from transmissible diseases, and must be effectively wormed and current on immunizations for tetanus, rabies, Encephalomyelitis-Rhinopneumonitis-Influenza (EVW), West Nile virus, Strangles, and any other vaccinations recommended by the Stable.
11. Horse Owner shall provide up-to-date documents showing proof of required vaccinations prior to the Horse's arrival at the Stable and shall keep all required vaccinations current.
12. Horse Owner shall provide the Stable with a Veterinarian Health Certificate, Worming and Immunization Record, and a negative Coggins test prior to the Horse's arrival at the Stable.
13. Horse Owner agrees to properly care for each Horse's hooves, including farrier care. If Horse Owner fails to do so in the Stable's sole opinion, the Stable may arrange for appropriate farrier care at Horse Owner's expense.
14. Any trainers must be approved by the Stable. No unapproved trainers are to be allowed on the property.

Services Provided By Stable

15. Stable will furnish as part of the full boarding service the following products, services and facilities:
 - a. One 12" × 12" stall with shavings, one automatic waterer, one overhead fan, and one blanket rail.
 - b. Access to and use of wash stalls with hot and cold water.
 - c. Tack room with individual storage locker.
 - d. Grooming area.
 - e. Lighted indoor arena.
 - f. Outdoor arena.
 - g. Restroom facilities.
16. This Horse Boarding Agreement shall continue in effect until terminated by either the Stable or Horse Owner as follows:
 - a. Horse Owner may terminate this Agreement at any time by written notice to the Stable delivered thirty (30) days prior to the effective date of termination. Unless otherwise specifically agreed in writing by the Stable, the monthly board shall not be prorated.
 - b. The Stable may terminate this Agreement at any time upon three (3) days written notice for Horse Owner's failure to pay fees and charges under this Agreement when they are due, or for

the failure of Horse Owner or Horse Owner's guests, invitees, or agents to comply with this agreement or any rules of the Stable, or for any other cause.

- c. The Stable may terminate the Agreement without cause upon thirty (30) days written notice in advance of the one year anniversary date of execution of this Agreement, or any one year anniversary dates thereafter, delivered to Horse Owner in advance of the termination date. No reason need be given.
 - d. Upon termination, Horse Owner agrees that all fees and other charges due under this agreement shall be paid in full before Horse Owner will be permitted to remove any Horse from the Stable. Horse Owner agrees that each Horse remaining on the Stable premises after termination shall be subject to the boarding fees and other charges in this agreement plus a holdover fee of \$50 per day.
 - e. Upon termination, Horse Owner shall promptly remove all personal property of Horse Owner.
 - f. In the event that Horse Owner fails to pay any fees or other charges when due under this Agreement, or if Horse Owner fails to remove the Horse from the Stable's facilities upon termination of this Agreement, and the Stable retains an attorney to collect funds due, or to force the removal of the Horse from the Stable's facilities, Horse Owner shall be responsible for and pay to the Stable all costs and expenses the Stable incurs for attorney's fees, court costs and other expenses. All past due sums such accrue interest in accordance with Texas Government Code Chapter 2251, the "Texas Prompt Payment Act."
17. The Stable shall not be liable for, and Horse Owner hereby releases the Stable for, any sickness, disease, injury, or death of the Horse. The Stable shall not be liable for the theft of the Horse from the Stable premises. Horse Owner hereby assumes all risks of loss, injury, death, or theft of the Horse.
 18. Horse Owner agrees to pay for any damage to the Stable caused by Horse Owner, any Horse, or any guest of Horse Owner.
 19. In the event someone other than the Horse Owner intends to handle the Horse, such person must have written permission or other agreed upon pre-arranged permission to handle, or ride the Horse.
 20. Anyone riding, handling or caring for or even near a horse can suffer bodily and other injuries, which can be severe, permanent and/or fatal. Horses are unpredictable by nature. When frightened, angry or under stress, the natural instinct of a horse is to jump (forward, sideways or back), back-up quickly, buck, rear-up, walk away or run away at a trot, canter or gallop. Horses are known to kick, buck, rear-up, spin-around, stumble and strike or bite. Horses can do any of these without warning. All horses, even if they have no history of inflicting injury, are large and powerful and are potentially dangerous to any person who is on, near or around the horse. Riding, handling or even being near a horse can expose a person to numerous hazards including, without limitation, the following examples: (a) the propensity of a horse to behave in sudden, unexpected ways that may result in immediate bodily injury or death to any person in the proximity of the horse; (b) the unpredictability of the reaction of a horse to a sudden sound, a sudden movement, a land or surface condition, or an unfamiliar object, person or other animal; (c) the failure of a horse to adequately respond to a land, surface or subsurface condition; (d) a collision with another animal, person or object; and/or (e) the potential of a rider or participant to act in an improper or negligent manner that may cause or contribute to injury to a person or other animal, including the failure to maintain control of a horse. Horse Owner understands that footing on the Stable

premises, including the arena, pastures, paddocks, round pen, and other areas, can have holes, rocks, stones, uneven areas which can cause Horse Owner or horses to stumble, trip, or fall. Horse Owner understands, appreciates and acknowledges these risks, and understands and acknowledges that other risks not listed above are inherent in, or may arise from, Equine Activities. Horse Owner is **not** relying upon the Stable to state, list or otherwise warn or apprise Horse Owner of all risks inherent in Equine Activities. Horse Owner does hereby and voluntarily **ASSUME ALL RISKS** arising directly or indirectly, from use of or the presence upon the Stable premises, use of any equipment or property of the Stable, or from any Equine Activities, or from Stable's own negligence. Horse Owner agrees not to sue the Stable or its owners, managers, trainers, employees, agents, servants, family members, or anyone acting on behalf of Stable or make any claim against such parties in connection with any injury, loss, damage or death occurring on the Stable premises.

21. **Personal Property on Premises:** Horse Owner agrees that the Stable is not responsible for damage to or loss of any personal property, such as tack, equipment, feed, automobiles, or horse trailers, brought onto the premises by Horse Owner or any guest of Horse Owner. Horse Owner agrees to be solely responsible for safeguarding and insuring any personal property Horse Owner or any guest of Horse Owner may bring onto the Stable premises.
22. **Headgear and Attire:** The Stable recommends that all persons riding a Horse shall wear a properly fitted and secured ASTM-standard/SEI certified protective equestrian headgear, and shall wear heeled footwear, gloves, and long pants. **All riders under the age of 18 MUST wear a properly fitted and secured ASTM-standard/SEI certified protective equestrian headgear whenever mounted on a Horse.**
23. **Any person mounting a horse must have signed a Release of Liability Agreement provided by the Stable.**
24. Horse Owner acknowledges that Horse Owner must supply Horse Owner's own headgear and other attire, and that Horse Owner is not relying upon the Stable to purchase or provide Horse Owner or any guests with proper headgear or other attire, to check or adjust and headgear or other attire Horse Owner or guests may wear, or to monitor compliance with the recommendation of the Stable that Horse Owner wear proper headgear or other attire. Horse Owner releases and holds Stable harmless from any claim arising from Horse Owner's failure to wear such items, and assumes the risk of death or injury from such failure.
25. **Trail Riding:** In the event Horse Owner engages in any trail riding at or near the Stable facility, Horse Owner releases the Stable from any damage or injury arising from such activity.
26. Horse Owner understands that Horse Owner is to be solely responsible for any bodily injury or property damage which Horse Owner or Horse Owner's minor child or legal ward should sustain on the Stable Premises and/or other locations at which Horse Owner may be engaged in Equine Activities and for any time Horse Owner or Horse Owner's child or legal ward should lose from employment or school or other activity, and for medical expenses or any other expenses incurred because of such bodily injury or property damage. In acknowledgement of the above, Horse Owner does hereby, for myself, my heirs, family members, legal representative, estate, administrators and assigns **WAIVE LIABILITY, RELEASE, DISCHARGE AND HOLDS HARMLESS** the Stable, Lessor and all employees under the Stable or, and all affiliates, trainers, servants, agents, managers, family members, employees, officers and all other participants of

and from all claims, demands, actions and causes of action for such injuries sustained by or to Horse Owner's person or property, or to that of minor child or legal ward of Horse Owner, **WHETHER OR NOT SUCH INJURY OR PROPERTY DAMAGE RESULTED FROM THE NEGLIGENCE OR GROSS NEGLIGENCE of the Stable Lessor or any employees under the Stable or any trainer providing services at the Stable, including their affiliates, servants, agents, managers, employees, family members, or officers, or cause in whole or in part by any defect in tack or equipment which might be used on or around a horse.**

27. To the extent permitted by law, Horse Owner hereby agrees to defend, indemnify, hold harmless, and reimburse the Stable, Lessor, its affiliates owners, trainers, servants, agents, family members, managers, employees or officers against and for any claims, demands, injuries, causes of action, lawsuits, and/or property damage, including costs and attorney's fees and expenses, directly or indirectly, including loss of income, arising from or related to any action or other proceeding brought by or for the benefit of Horse Owner or any guest of Horse Owner, or any third person as a result of any action on Horse Owner's part, or in connection with Horse Owner or Horse Owner's Horse, guests or property.
28. **Independent Contractors:** Horse Owner is aware that independent riding instructors and trainers may provide services, assist in the management of the Stable, and otherwise conduct business on the Stable premises. Horse Owner understands that such instructors and trainers are independent contractors and are not employees of the Stable and are not responsible for the Stable premises. No outside trainers are allowed on the property.

Additional Provisions

29. Horse Owner may park the City's mounted unit truck and/or horse trailer in the Stable's designated parking area at no additional charge. One truck only. Horse Owner assumes full responsibility and liability for trailers and trucks on the property. Stable is not responsible for damage to or loss to any trailers or trucks on the property.
30. This agreement may not be assigned or transferred by Horse Owner without the written consent of the Stable.
31. Horse Owner shall promptly notify the Stable of any changes in Horse Owner's contact information.
32. This Agreement shall be governed by the laws of the State of Texas. Venue shall be Collin County, Texas.
33. This Agreement shall be the joint and several obligations of all Owners of the Horse, and shall be binding upon their personal representatives, heirs, successors and assigns.
34. The parties agree that if any term or condition is found to be invalid under the laws of Texas, such offending term or condition shall be stricken from the agreement without affecting the other terms and conditions.
35. This Agreement represents the entire agreement between the parties; it may only be amended in a writing signed by both parties. No oral modifications will be considered part of this agreement unless reduced to writing and signed by the parties to this agreement.

36. Horse Owner represents that Horse Owner has read this entire document and that Horse Owner fully understand each and all of the terms and conditions set forth within this document. Horse Owner further represents that Horse Owner has discussed or has had the opportunity to discuss this document with an attorney of Horse Owner's own selection and understands that this document is effective now and at all times in the future.
37. The Stable shall have the right to post in a conspicuous place in the stables such rules and regulations as the Stable shall deem to be appropriate. Horse Owner agrees to abide by all such rules and regulations as may be posted from time to time. Horse Owner's invitees, guests and agents shall also be required to abide by all rules and regulations.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

I/WE, THE UNDERSIGNED, FURTHER ATTEST THAT FACTS STATED ARE TRUE AND ACCURATE.

Date: _____

Horse Owner signature: _____ Horse Co-Owner signature: _____

Horse Owner name printed: _____ Horse Co-Owner name printed: _____

Address: _____

Home phone number: _____

Cell phone number: _____

Other phone number: _____

Email address: _____

Driver's License No. _____

Emergency contact name and phone: _

Trailer Information:

Size: _____ Make: _____ License: _____ The

Equestrian Center at Whispering Farms LLC, A Texas limited Liability Company

By: _____

Robert D. Frick, Manager

DISCLOSURE INFORMATION ABOUT HORSES TO BE BOARDED by this Stable is as follows:

Horse 1:

1. Horse Owner Name: _____
2. Name of Horse: _____
3. ID#: _____
4. Breed: _____
5. Color: _____
6. Sex: _____
7. Current Insurer: _____
8. Policy #: _____
9. Insurer Emergency Phone No.: _____
10. Disclosures of Horse's Vices, Health Condition, Problems, Unique Habits:

11. Veterinarian name, address, and phone: _____
12. Farrier name, address, and phone: _____
13. Other Pertinent Information: _____

Horse 2:

1. Horse Owner Name: _____
2. Name of Horse: _____
3. ID#: _____
4. Breed: _____
5. Color: _____
6. Sex: _____
7. Current Insurer: _____
8. Policy #: _____
9. Insurer Emergency Phone No.: _____
10. Disclosures of Horse's Vices, Health Condition, Problems, Unique Habits:

11. Veterinarian name, address, and phone: _____
12. Farrier name, address, and phone: _____
13. Other Pertinent Information: _____

Horse 3:

1. Horse Owner Name: _____
2. Name of Horse: _____
3. ID#: _____
4. Breed: _____
5. Color: _____
6. Sex: _____
7. Current Insurer: _____
8. Policy #: _____
9. Insurer Emergency Phone No.: _____
10. Disclosures of Horse's Vices, Health Condition, Problems, Unique Habits:

11. Veterinarian name, address, and phone: _____
12. Farrier name, address, and phone: _____
13. Other Pertinent Information: _____

Horse 4:

1. Horse Owner Name: _____
2. Name of Horse: _____
3. ID#: _____
4. Breed: _____
5. Color: _____
6. Sex: _____
7. Current Insurer: _____
8. Policy #: _____
9. Insurer Emergency Phone No.: _____
10. Disclosures of Horse's Vices, Health Condition, Problems, Unique Habits:

11. Veterinarian name, address, and phone: _____
12. Farrier name, address, and phone: _____
13. Other Pertinent Information: _____

Horse 5:

1. Horse Owner Name: _____
2. Name of Horse: _____
3. ID#: _____
4. Breed: _____
5. Color: _____
6. Sex: _____
7. Current Insurer: _____
8. Policy #: _____
9. Insurer Emergency Phone No.: _____
10. Disclosures of Horse's Vices, Health Condition, Problems, Unique Habits:

11. Veterinarian name, address, and phone: _____
12. Farrier name, address, and phone: _____
13. Other Pertinent Information: _____

C. The Equestrian Center at Whispering Farms Liability Release

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT THE EQUESTRIAN CENTER AT WHISPERING FARMS LLC

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE OWNER (BOILERMAKER ROCKHILL LLC) OR THE OPERATOR (THE EQUESTRIAN CENTER AT WHISPERING FARMS LLC) OF THE PROPERTY, AND ANY TRAINER, EMPLOYEE, AGENT, CONTRACTOR, OR REPRESENTATIVE OF THE OWNER OR OPERATOR OF THE PROPERTY (COLLECTIVELY "THE RELEASEES").

WARNING

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

I, _____ (and my minor child _____) reside at (Street Address) _____ in (City) _____, (State, Zip) _____.

In consideration for allowing me (or my minor child) to handle and ride a horse on behalf of myself, my child or our personal representatives, heirs, spouses and assigns, THE UNDERSIGNED HEREBY:

1. Acknowledge I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with riding, handling, or proximity to horses, ponies, and mules, or being on the property "Equine Activities" and injuries resulting from these Risks are a common occurrence. I am aware that the Risks of Equine Activities include those dangerous conditions which are an integral part of Equine Activities, including but not limited to: (a) the propensity of an equine to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons, or other animals and hazards such as subsurface objects; (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine.
2. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my or my child's participation in or near Equine Activities.
3. In addition to consideration given to the Releasees for my participation in Equine Activities, I and my heirs, next of kin, spouse, executors, administrators and assigns (collectively my "Legal Representative") agree: (a) to waive all claims that I or my child may have or may have in the future against the Releasees; and (b) to release and forever discharge the Releasees from all liability for any personal injury, death, property damage, or loss resulting from my participation in Equine Activities due to any cause, including but not limited to negligence of the Releasees or others (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgement of the Releasees. Such release shall include but not be limited to any claim that such Releasees were negligent in connection with my or my child's riding a horse including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction

on riding skills or leading and supervising riders or the use of any equipment provided by the Releasees or being on the property, which resulted in loss, damage, injury, or death.

4. I agree that the foregoing release and waiver of liability, and assumption of risk agreement is governed by laws of the State of Texas and is intended to be as broad and inclusive as is permitted by Texas law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
5. I acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the any Releasee in defending such an action.
6. IT IS REQUIRED THAT I, MY CHILD, AND ALL RIDERS WEAR A PROTECTIVE HELMET; PROVIDED HOWEVER AN ADULT MAY ELECT TO NOT WEAR A HELMET IF SUCH ADULT HAS KNOWINGLY SIGNED THE APPROPRIATE HELMET WAIVER. PROTECTIVE HELMETS ARE NOT OFFERED BY RELEASEES AND THE APPROPRIATE HELMET FOR ME OR MY CHILD IS SOLELY MY RESPOSIBILITY.
7. If the Rider/Participant listed below is a minor, I am the Parent/Guardian of such minor and am executing this Release and Waiver in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the minor Rider/Participant for all legal purposes.

I have read this document and understand it is a promise not to sue any Releasee and to release and indemnify each Releasee for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse or enter the property. I have concluded that the risks involved, and the Release and Waiver of Liability is worth the pleasure of the horseback riding or viewing experience and acknowledge that the same is valuable consideration for this Release and Waiver of Liability.

PRINT NAME OF RIDER/PARTICIPANT DATE

PRINT NAME OF PARENT/GUARDIAN ADULT RIDER / PARENT OR GUARDIAN

SIGNATURE: _____

Emergency Contact: _____
(Name) (Phone)

RFP No. 23-39RFP
PROPOSAL FORM
SIGNATURE PAGE

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would offeror be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

Yes _____ No

The undersigned agrees, if the best and final proposal is accepted, to furnish any and all items upon which prices are offered at the price and upon the terms and conditions contained in the Request for Proposals, General Conditions, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to priced terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the offeror nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to propose or not to propose thereon

The Gausprian Center At
Offeror (Entity Name) Chisaco At

Chisaco
Signature

Street & Mailing Address

Print Name of Signator

Prosper Tx 75078
City, State and Zip

Manager
Title of Signator

Telephone No

214. 7546
Mobile No.

CLH@1 .com
E-mail Address

Date Signed

If not the same as above, indicate the city and state that your principal place of business is located:

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____
Addendum 2 _____ Date Received _____
Addendum 3 _____ Date Received _____

D. Helmet Release Waiver

ADULT HELMET WAIVER, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY

THE EQUESTRIAN CENTER AT WHISPERING FARMS LLC

WARNING

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I, the undersigned, recognize the inherent dangers of riding equines (ponies, horses, mules, burros). I wish to participate in riding activities at The Equestrian Center at Whispering Farms LLC. I realize that I am subject to injury from this activity and that no form of preplanning can remove all the danger to which I am exposing myself. I am aware that The Equestrian Center at Whispering Farms LLC requires that all minor riders must wear, and strongly recommends that all adult riders should always wear, ATSM/SEI approved equestrian helmets while mounted. I am aware that an ATSM/SEI approved equestrian helmet can prevent head injuries and/or traumatic brain injuries in the event of an accident. Despite The Equestrian Center at Whispering Farms LLC's policy, I am refusing this critical safety precaution, and I am assuming all risk of injury to myself by my refusal to wear an equestrian helmet.

I, the undersigned, on behalf of myself, my successors, assignees, agents, and my heirs and executors, hereby release, waive, forever discharge, and covenant not to sue The Equestrian Center at Whispering Farms LLC, and its trustees, its Lessor, affiliates, officers, agents, employees, students, and volunteers (collectively "Releasees"), for any and all liability whatsoever for any and all damages, losses, or injuries (including but not limited to death) to persons or property or both, including but not limited to any and all claims, demands, actions, causes of actions, damages, losses, injures, costs, expenses, and attorneys' fees, that may be sustained while I am attending and/ or participating in any The Equestrian Center at Whispering Farms LLC activity or any activity carried on by me in connection therewith, including injuries sustained as a result of the negligence of Releasees.

I read, understand, and accept this Adult Helmet Wavier.

Name (printed): _____

4. Acknowledgement of Addendum

The Equestrian Center at Whispering Farms received and read the addendum submitted by the City of McKinney on 8/11/23. It does not impact our ability or willingness to provide boarding for the three McKinney horses.