

EQUINE BOARDING AGREEMENT

The Equine Boarding Agreement (the "Agreement") is being entered into by:

Name: _____

Address: _____

City: _____

State: _____

Zip code: _____

Phone: _____

Email: _____

("Boarder") as of _____, 202__.

1. TERM: The term of this agreement shall be for _____ months/years commencing on the date set forth above, and shall renew automatically for successive periods thereafter unless canceled on 30 days written notice by either party.
2. IDENTIFICATION OF HORSE: Boarder's horse to be housed by Never Ending Farm ("Horse or Horses"):

Registered name: _____

Barn Name: _____

Breed: _____

Sex: _____ Age: _____

3. OWNERSHIP OF/AUTHORITY OVER HORSE:

a. Boarder represents and warrants that they are the owner of record of Horse, or that they have express authority of the owner of record to enter into this Agreement and to house Horse with Never Ending Farm. If Boarder is not the owner of record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this agreement and liable for all sums hereunder.

b. Identification of owner of record if different than Boarder: if Boarder is not the owner of record of Horse, the owner of record is:

Name: _____
Address: _____
City: _____ State: _____
Zip code: _____ Phone: _____
Email: _____

4. BOARDING FEE: Board is due on the 1st day of each month. Payment received after the 5 of the month will be subject to a \$5.00 late fee, plus \$5.00 in late fees for each additional day thereafter on which Board plus accrued late fees remain unpaid. There will be a \$35.00 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.
5. DEPOSIT: A refundable deposit of \$ _____ is required at the commencement of this Agreement. Unpaid Board or Late Fees, damages to Farm, its facilities and equipment, veterinary charges, and any other unreimbursed expense incurred by Farm for Boarder's or Horse's benefit (other than Boarding as covered by this Agreement) shall be deducted from the deposit. If Boarder choose to remove Horse prior to giving full and proper notice of cancellation, no deposit will be refunded.

FEES

STANDARD STALL BOARD \$675

SMALL STALL BOARD \$660

PASTURE BOARD \$400

6. HORSE'S PHYSICAL CONDITION/SPECIAL CARE: Except as specified in this section, to Boarder's knowledge, Horse is currently sound, disease-free, has a current negative Coggins test (annual proof must be provided), in good condition, and not in need of any special care.

Exceptions:

7. HORSE'S BEHAVIOR: Boarder states that the Horse exhibits the following behavioral traits: _____

8. HOURS OF VISITATION/ACCESS TO HORSE: Boarder, their veterinarian, farrier, trainer, and designated guests shall have access to Stable and Horse on the following schedule: **Monday thru Thursday 8AM to 8PM, Friday and Saturday 8AM to 9PM, Sunday 10AM to 7PM. Other times will be at the approval of Barn Manager and Farm.**

9. VETERINARY CARE:

a. Boarder agrees and understands that it is the Boarder's responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Boarder's horse is or appears sick or injured, stable will first try to contact the Boarder. If Boarder is unavailable, or Horse has an emergency as deemed by the Farm, Boarder gives Farm permission to call Boarder's veterinarian, identified as

Dr. _____

Phone: _____

if the Boarder's veterinarian is unavailable, Boarder authorizes Farm to call its veterinarian, and that Boarder will be fully responsible for all veterinarian charges so incurred.

b. Boarder also agrees that Boarder will keep Horse current on all customary worming and vaccinations, including but not limited to West Nile, Potomac Fever, and any and all other worming or vaccinations as may be prevailing or customary in Farm's locale.

10. Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services.

Boarder's farrier is:

Name: _____

Phone: _____

Boarder's farrier shall have access to Farm and Horse during Hours of Visitation. If Boarder's farrier is unavailable and Boarder's Horse is in need of farrier services, Boarder authorizes Farm to call its farrier, and that Boarder will be fully responsible for all farrier charges so incurred.

11. TRAINER:

Name: _____

Phone: _____

Training services to be provided are as follows:

12. PROHIBITED ACTIVITIES: Neither Boarder nor their guests or agents shall feed or turn-out any Horse at Stable. No Boarder shall walk, work, ride, saddle, reprimand, harass, or otherwise use or interact with any other horse at Farm without permission of Farm or that horse's owner.

13. AUTHORIZED USERS: Farm has discretion when and under what circumstances to allow Boarder's designated Users and Guests to have access to Horse and Farm facilities. Boarder shall designate all users and guests in writing to Farm and must include: Name, Street address, City, State, Zip code, Phone, Sex, Age, E-mail, Level of experience with horses in general. All must sign liability waiver.

14. SAFETY AND RELEASE FROM LIABILITY:

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, ARISING OUT OF YOU or YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT FARM, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF FARM.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

a. Helmets and Safety Gear: I understand that it is the recommendation of Farm to wear an SEI approved riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members, guests, and or others if I or they choose not to use a riding helmet or other appropriate safety gear.

Initial: _____

b. Horses are Inherently Dangerous: I also understand that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that the Farm cannot control the horses it boards, and that I shall release and hold harmless the Farm from any injury arising out of or related to equine activities at Farm's facilities.

Initial: _____

c. I am Responsible for my own Conduct and That of my Horse: I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on the Farm's property and or presence.

Initial: _____

d. RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK: I take full responsibility for myself, my family members, and for any guest that I may bring onto the property and will not hold the Farm, it's owners, agents, or employees responsible for accident or injury to myself, my family members, my guest, or my agents.

Initial: _____

e. Death or Injury to Horse: The Farm, its owners, trainers, agents, or employees will not be held responsible for injury or death to Horse absent active negligence on their part.

Initial: _____

f. HOLD HARMLESS, DEFEND AND INDEMNIFY: Boarder agrees to defend, indemnify, save and hold harmless the Farm and its principals, agents, and affiliates from and against any loss, liability, damage, attorney's fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to Horse, or Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

Initial: _____

g. Costs, Attorneys' Fees, and Expense: In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their quest or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the

purpose of this Section, “expenses” will include the following costs actually incurred by the prevailing party: attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, canceled lessons, and all other disbursements.

Initial: _____

15. FARM’S REMEDIES: If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Farm ceases to be able to provide services to Boarder and Horse hereunder, Farm reserves the right to require owner’s immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred.
16. AMENDMENTS AND MODIFICATIONS: The parties may amend this agreement only by a written agreement executed by all parties.
17. NOTICE:
 - a. Notice to Stable: All notices must be in writing and delivered to The Farm at the following address, in a manner which provides proof of delivery:
2411 Waxhaw Marvin Road Marvin, NC 28173
 - b. Notice to Boarder: All notices must be in writing and delivered to Boarder’s address listed above in this agreement, in a manner which provides proof of delivery.
18. ASSIGNMENT OR TRANSFER: No party may assign or transfer this Agreement without the prior written consent of the other parties.
19. ENTIRE AGREEMENT: 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.
20. COMPREHENSION: Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing if so desired, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.
21. GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws of North Carolina. Venue for resolution of disputes shall be proper in Union County, North Carolina.

BOARDER:

SIGNED: _____

PRINTED NAME: _____

FARM:

SIGNED: _____

PRINTED NAME: _____