



ENCORE STABLES, INC. BOARDING AGREEMENT

This Agreement is made on the _____ day of _____, 20____, between Encore Stables, Inc. (sometimes hereinafter referred to as "Stable") and _____ (sometimes hereinafter referred to as "Owner") residing at _____, owner of the horse described in Section 2 below.

1. Fees.

Full Board

- a. In consideration of \$600.00 per horse per month paid by Owner in advance on the first day of each month, Stable agrees to board said horse beginning on _____. Boarding fees for the month shall be prorated per day to begin on the date delivered to the Stable. If increase in board rate is warranted, a 30 day notice will be posted. A \$20.00 late fee charge will be added if payment is not made by the 5th day of the month. A \$20.00 service charge will be added to all returned checks.
- b. Full board is described as:
- Fresh water provided daily
 - Regular feedings
 - Daily stall cleaning
 - Pasture turn-out (weather permitting)

Owners who do not desire a turn-out will be subject to a \$2.00/day surcharge to compensate Stable for increased cleaning, bedding, and hay consumption.

- c. If desired by Owner, in consideration of \$25.00 per horse per month paid by Owner in advance on the first day of each month, Stable agrees to blanket said horse per Owner's instructions. Fly Mask fee \$15.00 per month-added and removed. Food Supplement fee-\$10.00 per month.

Additional services are available for a fee paid in the same timely fashion. A list of services and options are set forth at the conclusion of this agreement.

Pasture Board

- a. \$300 per horse per month. Payment schedule same as Full Board.
- b. Pasture board is described as:
- Pasture with available shelter
 - Water
- Additional Charges: \$25 when additional feeding required

2. Description of the Horse.

Name: _____
Age: _____
Color: _____
Sex: _____
Breed: _____
Height: _____
Registration/Tattoo Number: _____

Initials: Stable _____ Owner _____

3. Turn-out.

If Owner does not wish horse to have turn-out, Owner will be expressly responsible for all exercise. The Stable believes that in the best interest of the horse, regular exercise should be provided. Therefore, no horse will be allowed to stand in stall any longer than three (3) days, at which time Stable will hand-walk horse at owner's expense of a \$15.00 handling fee.

4. Risk of Loss/Hold Harmless.

During the time that the horse is in custody of Stable, Stable shall not be liable for any sickness, disease, stray, theft, injury, or death which may be suffered by the horse or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on Stable's premises. Pursuant to N.C.G.S. 99E, "an equine activity sponsor or 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."

5. Indemnity.

Owner agrees to hold Stable harmless and indemnify from any claim caused by said horse and agrees to pay all costs, including but not limited to attorneys' fees, incurred by Stable in defense of a claim resulting from damage by said horse(s).

6. Emergency Care.

If medical treatment is needed, Stable will notify Owner. In the event that Owner cannot be reached, Stable has authority to secure emergency veterinary and/or farrier care. Owner agrees to be responsible and liable to veterinarian and farrier for all costs, and agrees to hold Stable harmless from any costs of such care.

7. Shoeing and Worming.

All horses are required to be on a regular worming and trimming/shoeing program. Owner is obligated to pay the expenses of such services, including a reasonable stable charge. Such bill shall be paid within 15 days from the date the bill is submitted to Owner.

Arrangements for scheduling and holding horse for the farrier or veterinarian are the responsibility of Owner. Stable will provide this service with prior arrangement, for an hourly fee. Farrier costs must be paid prior to service.

8. Ownership-Coggins Test.

Owner warrants that he/she owns the horse(s) and will provide, prior to the time of delivery, proof of a negative Coggins test (performed within the last year) and a current (issued within the last twelve (12) months Health Certificate. The Health Certificate should include proof of the following vaccines: Rabies, Flu, Rhino (two times a year), Tetanus, and Encephalitis (two times a year).

9. Termination.

Either party may terminate this Agreement pursuant to notice requirements upon 30 days written notice, except as provided below. In the event of a default, the wronged party has the right to recover attorneys' fees and court costs resulting from this failure of either party to meet a material term of this Agreement.

The parties understand and agree that certain risks and safety issues arise in a boarding stable, and that horses that come onto the Stable for boarding purposes must adapt and "fit in" with other horses being boarded, as well as with other owners and persons upon the Stable grounds. Furthermore, the parties agree that in order to best protect all horses and owners, and other persons who may come onto the Stable grounds, those risks and safety issues must be of utmost concern to the Stable. If, in the sole discretion of the Stable, a horse poses a safety hazard to itself, other horses, or persons, is destructive of the Stable property, and/or does not otherwise adapt or "settle in" to the Stable environment, Stable may give the Owner seven days notice to remove the horse from the Stable property, and Owner shall make arrangement to have the horse removed from the Stable within that time. Any pre-paid boarding fees shall be pro-rated over that seven day period, and the balance refunded to the Owner upon departure.

10. Notice/Non-Assignment.

Owner agrees to give Stable thirty (30) days written notice to terminate this Agreement. The Owner cannot assign this Agreement unless the Stable agrees is writing.

11. Right of Lien.

Stable has the right of lien as set forth in the law of the State of North Carolina for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

12. Severability of Agreement.

It is agreed that each paragraph of this Agreement has been separately and individually agreed upon and contracted for by and between the parties, and any subsequent determination of invalidity of any paragraph of this agreement or any subsection hereof, is specifically agreed to have no effect on the remainder of the agreement which shall remain and continue in full force and effect.

13. Entire Agreement.

This document constitutes the entire agreement between the Parties and there are no other agreements between them except as noted below.

***THERE IS A LIMITATION OF LIABILITY AGREEMENT**

This agreement is subject to the laws of the State of North Carolina.

Executed this the _____ day of _____, 20_____.

STABLE Signature: _____

OWNER Signature: _____

Address

Telephone

SERVICES AND OPTIONS

1. Blanketing fee- \$25
2. Fly mask- \$15
3. Feed Supplements- \$10
4. Farrier fee- \$10
5. Vet fee- \$10

To arrange for these services, please contact Barbara or Jim Whitmer at 665-0790.