



6921 Wildlife Trail, Raleigh

Boarding Agreement

Carla Carlough, Owner

Office: 1215 Kintail Dr., Raleigh, NC 27613

Mobile/Office/Home: 919-323-1265

Farm: 6921 Wildlife Trail, Raleigh, NC 27613

Farm Staff: 919-596-8975; Fax: 919-752-4422

Email: ride@deadbrokefarm.com

Website: deadbrokefarm.com

Witness this Agreement this _____ day of _____, 20_____, by and between Dead Broke Farm hereinafter referred to as “Farm”, and the individuals undersigned, hereinafter referred to as “Owner”. This Agreement will be deemed to be executed upon the date of signing by both parties.

1. Fees, Term, and Location. Owner acknowledges and accepts the monthly rate of \$ _____ per equine and the terms set forth in this Agreement. Monthly payments shall be made in advance of the date upon which this agreement was signed, i.e. __ of the month. In the event the monthly payment is ten (10) days late, the Farm shall be entitled to exert a lien against subject horse and/or any property and/or equipment Owner has on the Farm’s premises for the amount due in accordance with the laws of the State of North Carolina. A security deposit of \$0, payable at the signing of this Contract, shall be refunded to Owner within thirty (30) days of the completion of this Agreement. This Agreement shall be deemed terminated and concluded upon the payment of all fees and the removal of the horse from the Farm located at 6921 Wildlife Trail, Raleigh, NC, 27613. Both parties to this Agreement agree to give at least a two (2) week notice of their intention to terminate this Agreement. If notice is not given by Owner, forfeiture of the security deposit will ensue.
2. Description of Horse(s) to be Boarded. Owner agrees to submit a fully complete Owner Information Sheet for each horse boarded upon execution of this Agreement. The terms and conditions set forth herein shall be applicable to each and every equine boarded by Owner.
3. Feed, Facilities, and Services. Farm agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the Owner’s equine(s). Owner acknowledges that Owner has been given an opportunity to inspect the Farm and finds same to be in safe and proper order. The standard services to be provided herein and the charges associated with those services are subject to change at the Farm’s discretion. It is the Owner’s responsibility to provide a warm, waterproof winter blanket for their equine. The Farm agrees to blanket the Owner’s horse each and any time the Farm blankets its own horses due to adverse weather conditions.

4. Risk of Loss and Standard of Care. During the time that the equine(s) is/are in the custody of the Farm, the Farm shall not be liable for any sickness, disease, estray, theft, injury, or death which may be suffered by the equine(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said equine(s), except in the event of negligence on the part of the Farm, the Farm's Agents, and/or its Employees. The Owner fully understand that the Farm does not carry any insurance on any equine(s) not owned by the Farm, for boarding or for any other purposes, whether it be public liability, accidental injury, theft, or equine mortality insurance, and that all risks connected with boarding of for any other reason for which the equine(s) are in the possession of, and/or on the premises of the Farm, are to be borne by the Owner. The Farm strongly recommends equine mortality insurance be obtained by the Owner to cover the subject equine.

The standard of care applicable to the Farm is that of ordinary care of a prudent horse owner and not that of a compensated bailee. In no event shall the Farm be held liable to Owner for equine death or injury in an amount in excess of two thousand dollars (\$2,000) per equine. Owner agrees to obtain Equine Insurance for any equine valued in excess of two thousand dollars (\$2,000), at Owner's expense, or forego any claim for amounts in excess of two thousand dollars (\$2,000). Owner agrees to disclose this entire Agreement to Owner's Insurance Company and provide the Farm with the Insurance Company's name, address, phone and policy number. Failure to obtain and disclose insurance information shall be at Owner's risk.

5. Hold Harmless. Owner agrees to hold the Farm harmless from any and all claims arising from damage or injury caused by Owner's equine(s) to anyone or and/or anything, and defend the Farm from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of subject equine(s) boarded at the Farm.
6. Emergency Care. Farm agrees to attempt to contact Owner should the Farm feel that medical treatment may be needed for subject equine(s), but, if the Farm is unable to contact Owner, the Farm is then authorized to secure emergency veterinarian and/or farrier care necessary for the health and well-being of the subject equine(s). All costs of such care secured by the Farm shall be paid by the Owner to the Farm within one (1) week from the date the Owner receives notice thereof, or the Farm is authorized, as the Owner's agent, to arrange direct billing to the Owner.

The Farm shall assume that, in the event of colic or other life threatening illness and the Owner is unable to be contacted, the Owner desires that surgical care, recommended by a veterinarian, be

foregone unless expressly instructed herein. Furthermore, if surgery is waived for subject equine(s), and the veterinarian recommends euthanasia, the Owner authorized the Farm, as Owner's Agent, to instruct the veterinarian to humanely euthanize the subject equine(s).

Owner agrees to notify the Farm of any and all changes of addresses, emergency telephone numbers, itineraries, or other information reasonably necessary to contact the Owner in the event of an emergency. In the event the Owner departs for vacation or is otherwise unavailable, prior to departure, the Owner shall notify the Farm with respect to an alternate party who is authorized to make decisions in the Owner's absence with respect to the health, well-being, and/or medical treatment of the subject equines(s).

7. Limitation of Actions. Any action or claim brought by the Owner against the Farm for breach of this Agreement must be brought within one (1) year of the date such loss or claim occurs.
8. Shoeing and De-worming. Owner agrees to provide necessary shoeing and de-worming of the equine(s) as is reasonably necessary at Owner's expense. Owner agrees to provide the Farm with subject equine(s) health records. Furthermore, the Owner agrees to have the equine(s) de-wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to the Farm within two (2) weeks from the date of such services or veterinarian treatment, the Farm is authorized to arrange for such treatment, but is not obligated to do so. Any and all such expenses shall be the obligation of the Owner, and upon receipt of the bill from the Farm for said services rendered, Owner shall pay the bill within one (1) week from the date of receipt.
9. Ownership and Coggins Test Results. Owner warrants that he/she owns the equine(s) and will provide satisfactory proof of the negative Coggins Test results upon request.
10. Changes and/or Termination of this Agreement. It is agreed by the parties that this Agreement may be changed or terminated upon two (2) weeks' notice. All notices must be in writing unless otherwise agreed upon in writing by the parties. In this Agreement, email and text messages are to be construed to serve as written notifications.

11. Rules and Regulations. The Owner agrees to abide by all the rules and regulations of the Farm. In the event that someone other than the Owner shall call for the equine(s), such person must have written authority signed by the Owner in order to obtain or use said equine(s).
12. Right of Lien. The Owner is hereby put on notice that the Farm has a right of lien as set forth in the laws of the State of North Carolina, for the amount due for the board and keep of subject equine(s), and also for storage and services, and shall have the right, without the process of law, to retain subject equine(s) until the amount of said indebtedness is satisfied. However, the Farm will not be obligated to retain and/or maintain the equine(s) in question in the event the amount of the indebtedness exceeds the anticipated unregistered value of the equine(s). In the event the Farm exercises the Farm's lien rights as described above for nonpayment of an debt, this Agreement shall constitute a Bill of Sale and authorization to process Transfer Applications from any and all breed registries as may be applicable to subject equine(s) upon affidavit by the Farm's representatives setting forth the material facts of the default and foreclosure as well as the Farm's compliance with foreclosure procedures as prescribed by law. In the event collection of this account is turned over to an attorney, the Owner agrees to pay all attorney fees, costs, and other related expenses for which a minimum charge of two hundred dollars (\$200) will be assessed.
13. Property in Storage on Farm's Premises. Owner may store certain tack and equipment on the premises of the Farm at no additional charge to the Owner. However, the Farm shall not be responsible or liable for the theft, loss, damage, or disappearance of any said tack or equipment or other property stored at the Farm as the same is stored at the Owner's risk.
14. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to any of the following: The propensity of an equine to behave in ways that may result in injury, harm, death, or loss to persons on or around the equine; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are five (5) to fifteen (15)

times larger, twenty (20) to forty (40) times more powerful, and three (3) to four (4) times faster than a human. If a rider falls from an equine to ground, it will generally be at a distance of from three and a half (3 ½) to five and a half (5 ½) feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the equine) and each has a limited understanding of the other. If an equine is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to, Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from a real or perceived danger. Owner also acknowledges that these are just some of the risks and the Owner agree to assume other risks not mentioned above. Owner is not relying on the Farm to list all possible risks for me.

15. EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE: Under North Carolina Law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina statutes. I acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE.

16. Entire Agreement. This Agreement represents the entire agreement between the parties. No other agreements, promises, or representation, verbal or implied, are included herein unless specifically stated in this Agreement. This Agreement is made and entered into in the State of North Carolina and shall be interpreted and enforced in accordance with the laws of said State.

17. Enforceability of this Agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable or illegal, the remaining terms shall be enforceable.

SIGNER STATEMENT OF AWARENESS

OWNER REPRESENTS THAT OWNER HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENT, LIABILITY RELEASE, ASSUMPTION OF RISKS, AND INDEMNIFICATION PROVISION. OWNER FURTHER UNDERSTANDS THAT BY SIGNING THIS DOCUMENT, OWNER IS GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. OWNER ATTESTS THAT ALL FACTS ARE TRUE AND ACCURATE. OWNER IS SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.

OWNER'S SIGNATURE (OR AUTHORIZED AGENT)

DATE

OWNER'S NAME (PRINTED)

SIGNATURE OF PARENT OR GUARDIAN (IF OWNER IS A MINOR)

DATE

Address in Full _____

Mobile Phone # (_____) _____

Home Phone # (_____) _____

Bus. Phone # (_____) _____

E-mail _____

Emergency Contact

Relationship to Owner

(_____) _____
Phone Number

Carla Carlough

FARM OWNER'S SIGNATURE (Carla Carlough)

DATE

Horse Information Sheet

Horse's Name: _____

Horse's Breed: _____

Color: _____

Horse's Age: _____ Gender: _____

Is horse insured? _____

Insurance Provider: _____

Provider's Phone #: (_____) _____

Insurance Policy #: (_____) _____

Veterinarian's Phone #: (_____) _____

Farrier's Phone #: (_____) _____

This horse is / is not considered a surgical candidate in the event of colic or serious illness (circle one).

Horse's medical history (dates of past colic, founder, any allergies, other): _____

Last date of vaccination and type(s): _____

Last date of de-worming and type: _____

*We require annual vaccinations and de-worming quarterly.

Supplements are added to morning feeding. Please provide details of supplements. SmartPaks or pre-rationed (in Ziploc baggies). _____

Two (2) scoops of Southern States Select Plus grain and free choice fescue hay are given daily unless otherwise specified and provided by Owner: _____

Owner is required to provide an insulated, waterproof blanket for Owner's horse. The general rule of thumb for blanketing is: 32 degrees and below: Blanket. Above 32 degrees: None required. During rainy or "raw" conditions, or times when the weather is consistently cold, we may leave the blanket on even if it's a bit warmer than specified above.

Owner's Signature:

Date: