



BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between Edelweiss Equestrian Farm, LLC, hereinafter referred to as "STABLE", providing services as an independent contractor, located at 8347 Highway 301, Halifax, NC 27839 and horse's owner, _____ (Owner's Name), residing at _____ (Owner's Address) hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION: In consideration of 475(four hundred seventy five dollars) per horse (full stall board) or \$265 (two hundred sixty-five dollars—(field board only) per month paid by OWNER in advance on the First day of each month, STABLE agrees to board the herein described horse(s) on a month to month basis commencing _____, 20____. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30-day month.

Please write amount agreed by both parties and initial. \$_____/month, total _____

Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

2. DESCRIPTION OF HORSE(S): Name: Age: Color: Registration/Tattoo Sex: Breed: Number (if applicable): Insurance Carrier, Policy and phone number (if applicable):

3. FEED AND FACILITIES: STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well-being of the horse (s).

4. VACCINATIONS: Upon arrival of horse to STABLE proof of current tetanus, sleeping sickness, and influenza vaccinations is required. Proof of Tetanus and sleeping sickness vaccines are required once annually.

A negative current Coggins test is required for all horses.

5. RISK OF LOSS: During the time that the horse (s) is/are in the custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of STABLE, are to be borne by OWNER.

6. HOLD HARMLESS: OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

7. LIABILITY INSURANCE: OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim(s) arising out of or relating to this AGREEMENT.

8. EMERGENCY CARE: STABLE agrees to attempt to contact OWNER, at the following emergency telephone number (_____), should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or farrier care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within five days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

9. STABLE RULES: Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to: (See last page of contract)

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

10. DEFAULT: Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including, but not limited to, item 9, *Stable Rules*. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred resulting from said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

11. ASSIGNMENT: This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

12. NOTICE OF TERMINATION: OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

13. RIGHT OF LIEN OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of North Carolina for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss.

15. Special Instructions to STABLE _____

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of North Carolina.

Executed at Edelweiss Equestrian Farm, LLC; 8347 Hwy 301, Halifax, NC; on the date first set forth above.

By: _____ By: Jenna Fromal, Edelweiss Equestrian Farm, LLC

Owner's Name: _____ Street: _____

City: _____ State: _____ Zip: _____

Day Phone : _____ Evening Phone : _____

Emergency Contact Number: (opt.) _____

Included Services with Full Board:

- Daily Feeding of grain, supplements
- Daily Turnout
- Stall and cleaning
- Catching for Farrier or Vet
- Hay*, water, field access*
- Use of tack room and feed room
- Use of storage area
- Use of riding facilities
- Use of grooming and bathing equipment
- Use of wash stall
- Priority scheduling for lessons

Not Included Services with Full Board (but available for fee):

- Blanketing
- Vet Services
- Farrier Services
- Riding Lessons
- Additional feedings of grain or supplements
- Supplements
- Training or Exercising
- Bathing or Grooming
- Mane Pulling
- Clipping
- Trailering

Included Services with Field Board:

- Access to fields for grazing*, and hay, as needed*
- Access to sand arena and jump arena
- Access to tack room, feed room, and storage loft
- Use of wash stall
- Priority scheduling for lessons/training

**Hay distribution is based upon either recommendations of animal's vet and/or daily recommendations by feed manufacturer and general equine guidelines. Hay necessity in warm weather months is based upon the availability of grazing forage, as to be determined by the barn manager. If a horse requires special rations, please make sure to state this in the "special instructions to stable" section of the contract. Barn manager will rotate horses according to needs and pasture management guidelines to insure pasture production and viability.*

Barn Rules and Regulations

1. Each horse boarded or participating in trailering-in activities must have a current Coggins on file.
2. Edelweiss is a non-smoking equine facility.
3. Absolutely NO GUNS on property—by members or their guests! Disrespect of this rule will ban you from property!
4. **Each rider is responsible for cleaning up after their horse, returning any equipment to its proper storage area, and locking doors and latching gates upon leaving the facility.** Please pick up trash and deposit in trash can located in the feed room. Please do NOT PULL MANES IN WASH STALL!
5. No one other than barn manager or owner will feed another horse (besides their own) without expressed consent of owner.
6. No rider or visitor of Edelweiss will “borrow” any equipment, tack, feed, supplement, or other item, from another boarder or from Edelweiss without expressed consent of owner or by Edelweiss barn manager.
7. Some boarders agree to allow Edelweiss to use their horses as lesson horses. Without this written agreement in place, no boarder or Edelweiss staff will ride an owner’s horse without permission.
8. Riders will wear a ASTM/SEI certified helmet at all times if they are under the age of eighteen (18) or are over the age of 18 and have not waived the helmet release of liability.
9. All riders must sign a release of liability form.
10. Dogs are allowed on leashes with advance approval from barn manager **and require supervision.**
11. Boarders and/or riders last to leave the barn in the evening will sign out verifying proper shut-down and locking of barn.
12. **Barn doors and Tack room will remain locked from time of closing of the barn each evening, to opening the next day.** If the barn door or tack room door is found unlocked upon opening the barn upon the following day, boarders will be charged a \$25 fee. This is for the security and protection of all.
13. Shots required in the spring by all boarders are as follows: West Nile, 4-way, and rabies. Ask about available clinics.
14. Worming is done in April and in October, minimally.
15. **It is requested that no riders ride on Edelweiss property alone.** Riders over the age of 18, who have made previous arrangements, have a current liability release form, and have means to carry a cell-phone while riding may opt to ride **in enclosed areas only** alone.
16. Boarders, visitors, riders must park in designated parking areas only. Do not drive on grass unless it has been approved. (We want to preserve grass for your horse!) No speeding in driveway or near barn!
17. Keys must be returned within 24 hours of closing of boarding lease or removal of horse, whichever occurs first. **There will be a \$25 fee for each non-returned key!**
18. Edelweiss will arrange Farrier schedule. If boarder does NOT want to use designated farrier on a schedule, barn manager must be alerted to this and to an alternate schedule/farrier arrangements. If alternate schedule is desired, there may be an extra fee for catching and holding horse/s. Farrier services are the financial responsibility of the horse’s owner.
19. All children under the age of 12 must be supervised at all times. Students/riders in lessons must be supervised by an instructor.
20. Horses that are not enclosed in a stall or a fenced turnout area must be attended at all times.
21. Barn manager has ultimate authority in pasture rotation and the turn-out of horses. If you have special requests, please let barn manager know specifically, and we will make accommodations if possible. Pasture viability and management is of utmost importance for all horses.

Boarder’s/Rider’s Initials: _____

Thank you in advance for observing and respecting the “Barn Rules” of Edelweiss Equestrian Farm, LLC. Our goal is that you enjoy our facility as much as we do, and have a safe and secure feeling while riding and boarding here.

--Management, Edelweiss EF, LLC