



Freedom Reins Equestrian Center, LLC

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BOARDING AGREEMENT

Warning

UNDER NORTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSER 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 GENERAL STATUTES.

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between, FREEDOM REINS EQUESTRIAN CENTER, LLC, hereinafter referred to as 'STABLE', providing services as an independent contractor, located at, 1494 CARSON GREGORY ROAD, ANGIER, NORTH CAROLINA 27501, and _____, the owner of hereinafter-described horse(s), hereinafter referred to as 'OWNER'. These parties warrant that they have the right to enter into this agreement.

Fees, Term and Location: In consideration of \$ _____ per horse per month / day paid by OWNER in advance on the first day of each month, STABLE agrees to board the herein described horse(s) on a _____ to _____ basis commencing the _____ day of _____, 20____. Partial months boarding shall be paid on a prorated basis based on the numbers of days boarded in a standard 30 day month. 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.

Feed and Facilities: STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and wellbeing of the animal(s). At minimum horses shall be fed twice per day. Grain (_____ brand) shall be fed at both/all feedings, and hay shall be fed as needed per horse.

Shoeing/Farrier: STABLE will agree to provide the necessary shoeing and farrier services of the horse as is reasonably necessary. OWNER may choose to use STABLE'S farrier, or their own. Provided however, such expense for same shall be the obligation of OWNER hereunder. Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill.

Deworming: STABLE will provide deworming of the horse as is reasonably necessary. Provided, however, such expense for same shall be the obligation of OWNER hereunder. Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill.

Training: STABLE (___) shall or (___) shall not provide training for said horse(s). If yes, see TRAINING CONTRACT.

Exercise: The OWNER shall be solely responsible for the exercise of the horse (s) if they are not in training with STABLE and it is expressly understood by OWNER that the horses shall be turned out daily at the discretion of STABLE. Further Exercise (___) shall or (___) shall not be provided by STABLE for said horse(s). Fees for such service shall be \$_____ per activity and shall not be included within the aforesaid fees.

Ownership/Coggins Test: OWNER warrants that it owns said horse (s), that there are no current liens against said horse(s), express or implied by law, and will provide prior to time of delivery of said horse (s), to STABLE, proof satisfactory of a negative Coggins test current within the twelve month period immediately preceding delivery of the horse to STABLE..

Veterinary Care: Required veterinary care includes, Current Deworming, Current Coggins, a typical 5-way immunization injection (Tetanus, Eastern and Western Encephalitis, Rhinopneumonitis, Influenza). STABLE suggests West Nile and Strangles vaccines.

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 of STABLE's premises.

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.

Emergency Care: STABLE agrees to attempt to contact OWNER 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 blacksmith 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.

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 they and their guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of their guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

STABLE Safety Rules (See attached);

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.

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, 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 as a result of 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.

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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.

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

Notice of Termination: OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF NORTH CAROLINA ON THE DATE FIRST SET FORTH ABOVE.

"STABLE"

STABLE AND STABLE OWNER: FREEDOM REINS EQUESTRIAN CENTER, LLC.; SARA STONEBRAKER

STABLE OWNER (SIGNATURE): _____ DATE: _____

ADDRESS: 1494 Carson Gregory Road Angier, NC 27501 TELEPHONE: 910-489-8848

"OWNER"

HORSE OWNER (PRINTED): _____

HORSE OWNER (SIGNATURE): _____

DATE: _____ TELEPHONE: (W) _____ (H) _____

ADDRESS: _____

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ADDENDUM

Abandoned Tack and Horses beyond Boarding Term: There shall be no assumed transition period beyond the end of the boarding term. Horses and/or tack left behind at either the end of the boarding term or the discontinuance of payment for boarding services will be kept for a fixed period of time of 90 days at the horse OWNER'S expense of \$_____ per month (same as the boarding rate previously paid) until the horse and/or tack is removed.

Stableman's (Agister's) Liens and Transfer of Ownership: Upon the occasion that the OWNER of the boarded horse receives services from the STABLE and fails to pay the prearranged fees (i.e. - board, feed, vaccinations, and medical fees incurred) the horse will not be released to the OWNER until funds have been received for services rendered.

Owners of said horse(s) and items will receive one letter monthly for the 90 day period of failure to pay board and/or other incurred expenses. The letter will specify each item and/or horse and state that if the items are not removed within the specified period of time (90 days from first failure of payment), they will become the property of the boarding stable. To minimize the possibility that the former owner can claim lack of receipt of the letter, all letters will be mailed via a method that provides for proof of delivery, such as Federal Express. Beyond this 90 day period, the former OWNER will have no claims of liens on the previously held possessions and will be revoked from any opportunity for legal claim for "conversion" against the STABLE or the STABLE OWNERS.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF NORTH CAROLINA ON THE DATE FIRST SET FORTH ABOVE.

HORSE OWNER (SIGNATURE): _____ DATE: _____

Horse Information Form

OWNER

Freedom Reins Equestrian Center, LLC

Owners Name: _____

Address: _____

Phone: (h) _____ Emergency Contact: _____

Phone: _____

HORSE

Horse's Stable Name: _____ Horse's Registered Name: _____

Breed: _____ Sex: _____ Height: _____ Foaling

Date: _____

Color and Markings: _____

Registration #: _____ Microchip: _____

Date of Arrival: _____