
FROSTED FARMS BOARDING AGREEMENT

This Boarding Agreement (the "Agreement") is being entered into by Frosted Farms of 4526 Nora McGee Rd, Boomer, North Carolina, 28606 ("Stable") and (Name) _____ of (Street address) _____, (City) _____, (State) _____, (Zip code) _____ ("Boarder") as of _____, 20__.

1. *Term.*

- a. The term of this agreement shall be for 12 months 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(s)".*

- a. Boarder's Horse(s) to be housed by "Stable":

- i. _____ (registered name)
_____ (barn name)
_____ (breed)
_____ (sex)
_____ (age)
- ii. _____ (registered name)
_____ (barn name)
_____ (breed)
_____ (sex)
_____ (age)
- iii. _____ (registered name)
_____ (barn name)
_____ (breed)
_____ (sex)
_____ (age)
- iv. _____ (registered name)
_____ (barn name)
_____ (breed)
_____ (sex)
_____ (age)

3. *Boarder's Contact Information.*

- a. (Name) _____, (Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (E-mail) _____.

4. *Ownership of/Authority over Horse(s).*

- a. "Boarder" represents and warrants that they are the owner of record of "Horse(s)", or that they have express authority of the owner of record to enter into this Agreement and to house the "Horse(s)" with the "Stable". If "Boarder" is not the owner of record of "Horse(s)", "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(s)", the owner of record is:
(Name) _____, (Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (E-mail) _____

5. *Boarding Fee.*

- a. Board is due on the 1st day of each month. Payment received after the 5th of the month will be subject to a \$40 late fee, plus \$10 in late fees for each additional day thereafter on which Board plus accrued late fees remain unpaid. There will be a \$25 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.

6. *Stable's Services.*

- a. "Stable" agrees to provide a covered stall for "Horse(s)" which will be mucked daily.
- b. "Horse(s)" will be provided with adequate turn-out time at owner's request. However, "Stable" cannot guarantee a given schedule for turn-out.
- c. "Horse(s)" will be fed age-appropriate pellets or grain and hay. Any and all other supplements or feeds are responsibility of "Boarder".
- d. "Stable" shall have the right to use reasonable and customary restraints and training implements to move "Horse(s)" should they be necessary if, for example, "Horse(s)" refuses to move or becomes a danger to itself or others.

7. *"Horse(s)"'s Physical Condition/Special Care.*

- a. Except as specified in this section, to "Boarder's" knowledge, "Horse(s)" is currently sound, disease-free, and in good condition, and not in need of any special care.
Exceptions: _____

8. *"Horse(s)" Behavior.*

- a. "Boarder" states that the "Horse(s)" exhibits the following behavioral traits:

9. *Hours of Visitation/Access to "Horse(s)".*

- a. "Boarder", their veterinarian, farrier, trainer, and designated guests shall have access to "Stable" and "Horse(s)" on the following schedule: Monday 1pm – 9pm, Tuesday - Saturday 9am – 9pm, Sunday 10am – 8pm

10. *Veterinary Care.*

- a. "Boarder" agrees and understands that it is "Boarder's" responsibility to provide "Horse(s)" with proper veterinary care and veterinary services. "Boarder" understands that if "Boarder's" "Horse(s)" is or appears sick or injured, "Stable" will first try to contact "Boarder". If "Boarder" is unavailable, or "Horse(s)" has an emergency, "Boarder" gives "Stable" permission to call "Boarder's" veterinarian, identified as Dr. _____, with _____ (Clinic), at phone numbers (Office) _____, (Cell) _____, (Home) _____, and (E-mail) _____. If "Boarder's" veterinarian is unavailable, "Boarder" authorizes "Stable" 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(s)" current on all customary worming and vaccinations, and any and all other worming or vaccinations as may be prevailing or customary in "Stable's" location

11. *Farrier Care.*

- a. "Boarder" agrees and understands that it is "Boarder's" responsibility to provide "Horse(s)" with proper hoof care and farrier services. "Boarder's" farrier is: (Name) _____, at phone numbers (Office) _____, (Cell) _____, (Home) _____, and (E-mail) _____. "Boarder's" farrier shall have access to "Stable" and "Horse(s)" during Hours of Visitation. If "Boarder's" farrier is unavailable and "Boarder's" "Horse(s)" is in need of farrier services, "Boarder" authorize "Stable" to call its farrier, and that "Boarder" will be fully responsible for all farrier charges so incurred.

12. *Trainer.*

- a. "Boarder's" trainer is: (Name) _____, at phone numbers (Office) _____, (Cell) _____, (E-mail) _____. "Boarder's" trainer shall have access to "Stable" and "Horse(s)" during Hours of Visitation.

13. *Prohibited Activities.* a. Neither "Boarder" nor their guests or agents shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other "Horse(s)" at "Stable" without permission of "Stable" or that "Horse(s)"'s owner.

14. *Authorized Users.*

- a. “Stable” has discretion when and under what circumstances to allow “Boarder’s” designated Users to have access to “Horse(s)” and “Stable’s” facilities. “Boarder” designated users are listed in amendment A

15. *Safety and Release From Liability.*

- a. 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 STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.
 - i. *Helmets and Safety Gear.* I understand that it is the recommendation of “Stable” to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a “Horse(s)”. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear. **Initial:** ____
 - ii. *“Horse(s)” 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. “Horse(s)”s 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 “Stable” cannot control the “Horse(s)” it boards, and that I shall release and hold harmless “Stable” from any injury arising out of or related to equine activities at “Stable’s” facilities. **Initial:** ____
 - iii. *Owners of the property.* I understand that the owners of the property that is being leased by Frosted Farms are not liable for any injury to parties that are engaging in an activity that holds inherent risk such as Horse Riding, etc. and as such cannot be included in any filings against the “Stables” **Initial:** ____
 - iv. *I am Responsible for my own Conduct and That of my “Horse(s)”.* I understand that I will ride and handle my “Horse(s)”, and will conduct myself, at my own risk while I am on “Stable’s” property. **Initial:** ____
 - v. *RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK.* I take full responsibility for myself and for any guest that I may bring onto the property and will not hold “Stable”, its owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents. **Initial:** ____
 - vi. *Death or Injury to “Horse(s)”.* “Stable”, its owners, trainers, agents or employees will not be held responsible for injury or death of “Horse(s)” absent active negligence on their part. **Initial:** ____

- vii. *HOLD HARMLESS, DEFEND AND INDEMNIFY.* “Boarder” agrees to defend, indemnify, save and hold harmless “Stable” and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys’ 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(s)”, 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:** ____
- viii. *Costs, Attorneys’ Fees, and Expenses.* In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of “Horse(s)”, “Boarder”, or their guests 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, and all other disbursements. **Initial:** ____
- ix. *“Stable’s” Remedies.* If “Boarder” breaches this Agreement, if “Horse(s)” becomes sick, disabled, injured, or a danger to itself or others, or if “Stable” ceases to be able to provide services to “Boarder” and “Horse(s)” hereunder, “Stable” reserves the right to require owner’s immediate removal of “Horse(s)”, and to find alternative boarding for “Horse(s)” if “Boarder” fails to do so. “Boarder” agrees they will be fully responsible for all alternative boarding charges so incurred. **Initial:** ____

16. *Amendments and Modifications.*

- a. 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 “Stable” at the following address, in a manner which provides proof of delivery:

Frosted Farms
4526 Nora McGee Rd Boomer, NC 28602
(Office phone) _____, Cell phone: (828) 404-4812

- b. *Notice to “Boarder”.* All notices must be in writing and delivered to “Boarder” at “Boarder’s” address listed above in this agreement, in a manner which provides proof of delivery.

18. *Assignment or Transfer.*

- a. No party may assign or transfer this Agreement without the prior written consent of the other parties.

19. *Entire Agreement.*

- a. 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.*

- a. Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, 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.*

- a. This agreement shall be governed by the laws of North Carolina. Venue for resolution of disputes shall be proper in Caldwell County, North Carolina

BOARDER (or legal guardian if under 18):

STABLE:

Signature: _____

Signature: _____

Name: _____
(Printed)

Name: _____
(printed)

Amendment A

1. (Name) _____,
(Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (E-mail) _____, (Gender) _____,
(Age) _____, (Level of experience with "Horse(s)"s in general) _____

(Relationship to "Boarder") _____.
2. (Name) _____,
(Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (E-mail) _____, (Gender) _____,
(Age) _____, (Level of experience with "Horse(s)"s in general) _____

(Relationship to "Boarder") _____.
3. (Name) _____,
(Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (E-mail) _____, (Gender) _____,
(Age) _____, (Level of experience with "Horse(s)"s in general) _____

(Relationship to "Boarder") _____.
4. (Name) _____,
(Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (E-mail) _____, (Gender) _____,
(Age) _____, (Level of experience with "Horse(s)"s in general) _____

(Relationship to "Boarder") _____.