Payne Equestrian
Sport Services & Sales

**Boarding Agreement and Liability Release**

This agreement is made between Payne Equestrian Training LLC a North Carolina Limited Liability Corporation, (hereinafter referred to as "Payne Equestrian"), with business address of 7160 Holly Ridge Rd Rougemont, NC 27572 and _____ (Hereinafter known as "Owner") having an address of_____owner of the horse(s) described in Paragraph 2 for, and in consideration of, the mutual promises set forth below.

**1. Fee:**

In consideration of $3,200.00 US Dollars, per horse, per month paid by Owner, in advance, on the first day of each month, Payne Equestrian agrees to board said Horse on a month-to-month basis.

a) Owner shall pay Payne Equestrian for training and boarding services as listed below: Stall board includes regular stall cleaning, grain/hay feeding, pasture turnout, and use of all facilities.

b) Owner understands and agrees that Payne Equestrian is a training farm. All horses boarded at Payne Equestrian must be actively training with Doug Payne and/or Jessica Payne (Hereinafter known as Trainer), an independent trainer based at Payne Equestrian. Training Programs and Schedules for each horse boarded are coordinated with and agreed to between the parties executing this agreement.

Payne Equestrian's fee schedule may change at any time. Should a change be required, Payne Equestrian shall give Owner no less than 30 days written notice.

**2. Description of Horse:**

Name on Coggins: _____

Stable Name: _____

Age: _____ Sex: _____

Breed: _____ Height: _____

Color/Markings: _____

Insurance Company and Policy Number: _____

Insurance Emergency Phone Number: _____

Please describe any conditions or medical history which might help Payne Equestrian in obtaining the best medical care for your horse in the event of an emergency (i.e., history of colic, reactions to medicines, odd behaviors, etc):

_____

_____

**3. Horse Health Warranty:**

Horse to be boarded shall enter the premises free from transmittable diseases, and must be effectively de-wormed, current on immunizations and have a current, negative Coggins test. Owner will provide proof of such to Payne Equestrian before bringing Horse on premises. Owner also agrees to regularly deworm and immunize Horse and provide Payne Equestrian with updated information.

**4. Payne Equestrian's Right to Refuse Board:**

Payne Equestrian reserves the right to refuse the continuation of board of any Horse for any reason, including, but not limited to: animal's poor health or unsoundness, dangerous propensities, habits/vices; owner's refusal to obey rules or to cooperate with Payne Equestrian on reasonable requests relative to the management, welfare and safety of other animals or people on the premises; failure to engage in a regular training program; failure to pay fees on a timely basis. In such an event, Payne Equestrian shall give Owner 30 days written notice to remove Horse from premises. After all fees have been paid in full this Agreement is concluded. Failure to pay fees as due shall entitle Payne Equestrian to keep the Horse in its possession until all fees are paid in full.

**5. Emergency Care:**

Should the Horse become sick or injured, Payne Equestrian shall attempt to contact the Owner immediately. If the Owner does not immediately inform Payne Equestrian regarding measures to be taken, or if the state of the Horse's condition requires immediate action, Payne Equestrian is authorized to request the services of a veterinarian or to give said Horse any attention that appears necessary or appropriate, in Payne Equestrian's sole discretion, for the health and well being of the horse. The Owner agrees to promptly pay all associated expenses for all services.

**6. Risk of Loss:**

Payne Equestrian, its principals, agents, and employees and (Payne Equestrian LLC or DPEquestrian LLC owner of property described as: 7160 Holly Ridge Rd Rougemont, NC 27572, hereinafter known as DPE), its principals, agents and employees, shall not be liable for any injury, sickness, or death suffered by the Horse, the Owner, the Owner's minor children or guests or for any other cause of action arising from or connected to the boarding of the Horse. Owner agrees to hold harmless and release Payne Equestrian and DPE, their principals, agents, employees, premises owners, insurers and affiliated organizations from legal liability due to Payne Equestrian's or DPE's ordinary negligence. Owner further agrees that, except in the event of Payne Equestrian's or DPE's gross and willful negligence, Owner or Owner's minor children shall bring no claims, demands, or litigation against Payne Equestrian and DPE, their principals,

agents and employees for any economic and non- economic losses due to the bodily injury, death, property damage and injury to, or loss by death of the boarded Horse, and/or sustained by Owner and/or Owner's minor children.

**Warning:** 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 General Statutes.

**7. Owner's Liability:**

Owner shall be liable for any personal or property damage caused by the Horse, Owner or Owner's minor children.

**8. Riding Helmet Warning:**

Payne Equestrian hereby warns owner that while on Payne Equestrian's premises, everyone must wear an approved equestrian riding helmet while mounted. Wearing of such protective headgear may prevent or reduce the severity of some head injuries and may prevent death happening as a result of a fall or other occurrence. Furthermore, Payne Equestrian strongly encourages the use of protective vests while jumping.

**9. Personal Property Warning:**

Owner is hereby warned that while on Payne Equestrian premises direct loss, damage or death to Owner's Horse, tack, equipment, trailer, or other personal property is not covered by Payne Equestrian's insurance. Owner must carry his own personal property insurance or separate Equine Mortality/Medical insurance policy.

**10. Agreement Scope and Territory:**

This Agreement shall be legally binding upon Payne Equestrian and the Owner and Owner's parents or legal guardians, should Owner be a minor, when signed by both parties and all who succeed to such parties rights and responsibilities. This Agreement is entered into in the State of North Carolina and will be interpreted and enforced under the laws of this state. If any clause, phrase or word is in conflict with the State Law then that single part is null and void.

**11. Lien Against Boarded Horse:**

The Owner hereby grants a possessory lien against the boarded Horse to Payne Equestrian for the value of all unpaid charges resulting from boarding and rendering services to the animal. Should such charges go unpaid Payne Equestrian shall be entitled to exercise the right to enforce said lien according to the laws of North Carolina.

**12. Owner's Right of Termination:**

Owner may terminate this Agreement by giving at least 30 days prior written notice to Payne Equestrian.

**13. Stable Rules:**

Owner and any rider authorized by Owner agree to abide by any rules established by Payne Equestrian.

a. Barn hours are 7am to 4pm unless otherwise arranged.

b. Jumping is only allowed when under the supervision of Doug or Jessica Payne.

c. All riders must wear a helmet and have signed a liability waver at PE3S.com

**14. Litigation Clause:**

If it becomes necessary to bring an action against Owner to recover amounts due under the agreement, or to enforce any provision of this agreement, Owner agrees to pay Payne Equestrian Training LLC, Doug and Jessica Payne's reasonable attorneys' fees and costs of suit. Further, Owner acknowledges that all unpaid amounts shall incur interest at the rate of 1.5% monthly. Furthermore agrees to hold harmless DPEquestrian LLC and Payne Equestrian LLC.

**Statement of Awareness: I, the undersigned, have read and do understand the foregoing agreement, warnings, and assumptions of risk and release agreement and agree to its terms. I further attest that all stated facts are true and accurate.**

Owner's signature Date

_____

Parents of Minor Owner (if applicable)

_____

Payne Equestrian Authorized Agent

Owner Contact Information:
Home Phone: _____
Work Phone: _____
Cell Phone: _____
E-Mail: _____

Emergency Contact: _____