



# Cottonwood Farm Boarding Contract

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## WARNING

**(initial)** Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury or to 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 Boarding Contract** is made and entered into on this \_\_\_\_\_ **(day)** of \_\_\_\_\_ **(month)**, 20 \_\_\_\_\_ **(year)**, by and between \_\_\_\_\_ as "Owner or Rider"

And if Owner is a minor, **Owner's parents or guardian** \_\_\_\_\_

and Cottonwood Farm, LLC, and its owners (also known as CWF) agrees to accept Owner's horse(s)

\_\_\_\_\_ **(Name of Horse/s)** for boarding.

For and in consideration of the agreements hereinafter set forth, the Owner and CWF totally agree as follows:

**(initial) 1.** The boarding fee is due in full on the first (1<sup>st</sup>) of the month for that month. It is considered late if not paid by the tenth (10<sup>th</sup>) of that month and is subject to a 5% late fee on outstanding balance. In the event the payment is overdue 60 days, CWF is entitled to enforce a lien against the Owner's horse for the amount due.

**(initial) 2.** It is understood that horses, no matter how well trained can be unpredictable and as subject to "animal error" as riders and teachers are to human error. Horsemanship, therefore, can be a hazardous pastime and injuries to participants can occur in its normal pursuit. In an effort to minimize injuries, riding boots or tie shoes with heels and approved safety helmets and harness secured, are MANDATORY whenever mounted. Owner agrees that owners of CWF, employees, agents, trainers, teachers, handlers, and by-standers are not liable for death, sickness, and/or accidents including consequential damages, caused to the horse or persons. Owner agrees to indemnify and hold CWF completely harmless for any injury whatsoever caused to the Owner, and/or any loss to personal property. All indemnification provided to CWF by Owner, shall also extend to employees, agents, trainers, teachers, handlers, and by-standers.

**(initial) 3.** It is the responsibility of the Owner to carry full and complete insurance coverage on the Owner, Owner's horse (if desired) and all personal property.

### **(initial) 4. FULL BOARD:**

Owner shall pay CWF for boarding services the fee of **\$750.00** per month for FULL BOARD as described below.

- Stall and bedding
- Cleaning of stall
- Grain, hay, water, regular feedings
- Use of pastures and facility
- Turning out and blanketing

**Full Board:** Horses are grained in the morning and evening. We feed a 10%-12% protein pelleted feed as well as Coastal Bermuda and Timothy Hay. We bed on pine shavings. An additional fee will be charged for any grains, hays, or bedding not commonly used at the barn that is considered essential for the health of the horse. No board credit will be given to owners providing their own grain or hay. **If owner chooses their own farrier or veterinarian, you must make arrangements to be present for all appointments and pay them directly. CWF will not catch, hold, or leave your horse(s) in stalls for said services. Clean-up is also the responsibility of the owner after farrier/veterinary appointments.** If a CWF representative is involved in any capacity with a non-in-house service provider, a handling fee of \$20.00 will be applied. Supplements will also be given per owner's requests, instructions, and expense unless it cannot be given and eaten with grain. In the case of manual administration by CWF, there will be an additional fee agreed upon by both CWF and Owner. There will be a fee charged for any medical care provided by CWF's owner/employees. These might include but not limited to cold hosing, poulticing, and hand walking. Stall rest is an additional \$10.00 per day due to increased cleaning and shavings use. Horses will be turned out daily in winter months and nightly in summer months. Blanketing is provided for full boarded horses.

- Full Board is **\$750.00**/per month for pellets (Limit 8 quarts or 12 lbs. per day) and Coastal Hay
- There is an additional monthly fee for Timothy Hay
- There is an additional monthly fee for Senior Feed.

**(initial) 5. PASTURE BOARD:**

Owner shall pay CWF for boarding services the fee of **\$500.00** per month for PASTRUE BOARD as described below.

- Pasture and run-in stall housing
- Grain, hay, water, regular individual feeding
- Use of facility

**Pasture board:** Horses are turned-out 24 hours a day, 7 days a week with a run-in stall access at-all-times. It includes 2 feedings of grain per day, water, 2 feedings of Coastal hay in the winter months but may only be fed grain once a day in summer months as well as no hay. Individual feeding is provided for all horses, no sharing of meals (no group feeding). Supplements can be given but must be provided by the owner at the owner's expense (provided that it can be added in feed with no additional preparation by CWF). Any horse requiring additional feed supplements, such as but not limited to alfalfa cubes, beet pulp, and watering of grain, will be charged an additional fee for this service. Blanketing *may* be provided at the discretion of CWF only. An additional fee will be charged for blanketing at owner's request.

- Pasture Board is **\$500.00**/per month for pellets (Limit 8 quarts or 12 lbs. per day) and **Coastal Hay** only.
- Senior Feed is an additional **\$(To Be Determined)**/per month in addition to monthly board.
- Blanketing per owner request is an additional **\$50.00**/per month in addition to monthly board.

**PASTURE BOARDED HORSES AND BLANKETS**-Pasture boarded horses live outside full-time with access to shelter at will. The need for a full protective winter coat is vital to the horse's health and cannot be substituted by blanketing. We will provide blanketing in *extreme and prolonged* inclement weather at CWF'S discretion and the individual horse's needs. There will be an additional monthly fee of \$50.00 per month for any other blanketing requests even if for only one single owner request. **NO BODY-CLIPPING** pasture boarded horses.

**(initial) 6.** Extra Boarding Charges: There will be additional charges for horses requiring individual turnout, special turnout, or stall confinement. Individual turnout or special turnout will be \$50.00 per month. Stall confinement is no less than \$5.00 per day. Pasture Boarded horses requiring barn board confinement will be charged full board and additional fees determined by CWF due to increase use of shavings, hay, and labor.

**(initial) 7.** All changes in price shall be accompanied by a thirty-day notice.

**(initial) 8.** The horse at-all-times shall be free from infectious, contagious, or transmissible disease. A current negative Coggins test, deworming, and immunization record are required upon arrival. A yearly Coggins test is required. CWF reserves the right to refuse a horse if not in proper health or is deemed dangerous or undesirable for CWF's boarding stable. In such case, Owner is responsible for removing horse immediately, and for all fees incurred during horse's stay. After all fees have been paid, this contract is terminated except for the indemnification provisions that shall survive termination.

**(initial) 9.** CWF will without liability, administer standard medications as advised by a veterinarian.

**(initial) 10.** Upon thirty (30) days written notice only, the Owner may terminate this contract for any reason. In such case, CWF shall be paid for all fees incurred up to the termination date. After all fees have been paid in full, this contract is terminated except for the indemnification provisions which shall survive termination. **NO REFUNDS OR CREDITS** will be granted for any horse leaving or departing the farm for any reason. This includes but not limited to any acts of nature, (i.e., hurricanes, flooding, tornados, and wildfires), over-night veterinary stays, or over-night pleasure trips. Owners may be assessed additional fees for preparation in any of these events due to increase staff overtime.

**(initial) 11.** Owner agrees to assume ANY-AND-ALL RISKS INVOLVED IN OR ARISING FROM OWNERS USE OF, OR PRESENCE UPON CWF PROPERTY AND FACILITIES including but not limited to the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses, dogs, or other stationary objects, fire or explosions, or the unavailability of emergency medical care, or the negligence or deliberate act of another person.

**(initial) 12.** Owner agrees to indemnify and hold CWF and Island Creek Land Co. LLC and all its successors, assignees, subsidiaries, franchises, affiliated, officers, directors, employees, agents, trainers, instructors, independent contractors, and bystanders completely harmless and release them from all liability whatsoever and agrees not to sue them. Owner agrees to indemnify and defend CWF against and hold it harmless from any-and-all claims, causes of action, charges, judgments, costs or expenses, including attorney's fees, which in any way arise from Owner's use and/or presence upon CWF property and facilities.

**(initial)** 13. Owner agrees to abide by all of Manager's rules and regulations, including no jumping of jumps in the ring, field, or woods unless under the direction supervision of a CWF professional. In the event Owner refuses or fails to abide by any of the rules and regulations, Owner may be asked to vacate the premises within seven (7) days and pay any outstanding bills in full.

**(initial)** 14. Owner agrees to assume any-and-all risks involved in or arising from the use of premises or presence upon farm premise by Owner's guests, invitees, or licensee. Owner agrees that he/she will not permit the use of any horse(s) on CWF's premise by any guest of Owner.

**(initial)** 15. Owner is responsible for, and will be billed for, damaged property caused by horse, i.e., but not limited to gates, feed/water buckets, fencing, and stall damage.

**(initial)** 16. CWF shall not be liable for any sickness, disease, theft, death, or injury suffered by the horse(s) or any other cause of action arising from or connection to the board of horse(s). The Owner assumes all risks and Owner agrees to indemnify and hold CWF harmless for any loss or injury to said horse(s). All costs connected with boarding the horse(s) are to be borne by the Owner.

**(initial)** 17. Due to the inherent nature of canine behavior, Owner agrees to leave personal dogs at home. At no time will CWF be responsible for any situation that may arise from a boarder or boarders' guest's dog/s brought on the property. **NO DOGS ALLOWED.**

**(initial)** 18. All tack and supplies must be provided by the owner and clearly and permanently labeled by owner. The owner assumes all responsibility for insuring, repairing, and accounting for their equipment. Boarders' tack, horse trailers, property, and equipment are not covered under CWF's insurance policy. It is recommended that all equipment, tack, and personal property kept at CWF be covered under the Owners' insurance policy in the event of its loss due to but not limited to fire and theft, CWF, nor persons employed by CWF, will be held responsible or accountable for damaged or loss possessions left at CWF. CWF does not lend school horse tack or supplies.

**(initial)** 19. Shipping, including arrival and departure is the full responsibility of the owner. CWF assumes no responsibility for unloading or shipping arrangements. No horse may be removed from the property until all outstanding bills have been paid. Horse trailers may be parked in the designated trailer parking area. Owners are given 24 hours to unload trailers in non-designated areas. If said trailer is not moved within 24 hours of arrival, CWF will move trailer at a cost of \$25.00 to the owner of the trailer or responsible party.

**(initial)** 20. All horses will be on a routine herd health care program. CWF will arrange regular veterinarian and farrier attention at owner's expense. Owner has an option of arranging for an alternative veterinarian or farrier at his/her own schedule and expense (see article 4). In cases where emergency attention to an injured, lame, or sick horse is deemed necessary, CWF reserves the right to call the veterinarian, if in its sole opinion such action is in said horse's best interest and authorize such emergency work as the veterinarian so advises for which the Owner shall be liable. CWF further reserves the right to define an emergency situation. If medical treatment is needed for horse, CWF has permission to seek and authorize medical attention and services for the Owner at the owner's expense. If owner cannot be reach after attempts through phone calls or text messaging, CWF has permission to make medical decisions, including euthanasia, in a timely manner for the humane treatment of said horse as deemed by a licensed veterinarian or field professional. Major medical and mortality insurance is strongly recommended.

**(initial)** 21. Required Vaccinations:

- Proof of a negative Coggins test within one year
- Flu vaccine
- Tetanus vaccine
- Eastern and Western encephalitis vaccine (EEE/WEE)
- Rhino Vaccine
- Rabies (RV)
- West Nile Virus
- Strangles (Recommended but not required)
- Potomac Horse Fever (Recommended but not required)

**(initial)** 22. In the event that it shall become necessary for CWF to employ an attorney to enforce its right under this Boarding Contact, CWF may recover its attorney's fees.

**(initial)** 23. **LAW: THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA.**

**(initial)** 24. **If owner defaults on board payment for 2 months (2 months behind on board payment), CWF will possess and sell said horse or pony for payment of delinquent account without notice to owner.**

Rider's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
*If a Minor* *If a Minor*

Address: \_\_\_\_\_  
*Street*

\_\_\_\_\_ *City* *State* *Zip Code*

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_  
*\*\*\*Rider Signature (OR Adult Rider, Parent, or Guardian of Minor) Date*

\_\_\_\_\_  
*\*\*\*Print Name of Above Signature*

\_\_\_\_\_  
*\*\*\*CWF's Owner/s Signature Date*