



**Enterprise Farm Boarding Agreement**  
*AT Your Service Equine, LLC*

This Agreement is made this the \_\_\_<sup>st</sup> day of \_\_, 20\_\_, between AT Your Service – Equine, LLC (“Enterprise Farm”) and \_\_\_\_\_(The “Owner”).

Recitals:

Whereas, Enterprise Farm provides equine boarding services and the Owner desires services in relation to the Horse (described below); and Whereas, the Owner recognizes that there are dangers and conditions that are an integral part of engaging in equine activities; and Whereas, Enterprise Farm has agreed to provide and the Owner accepts such boarding services, on the terms and conditions set forth below; Now Therefore, for the mutual covenants, agreements and premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Agreement:

1. **Boarding.** Subject to the terms and conditions hereof, Enterprise Farm shall provide normal and reasonable care to maintain the health and well-being of the Horse, such care to include:

Full care stall board, including providing feed (11) and owner supplied feeding supplements (Appendix B), single layer blanketing, individual turnout, individual tack locker with key, stall lighting program, summer application of owner supplied fly spray/mask, and other services selected from Appendix B.

2. **Term.** Enterprise Farm agrees to provide boarding services for the Horse on a month-to-month basis from the period commencing on \_\_\_\_\_(the "Commencement Date"). This agreement is in effect for three (3) months from commencing date. After 3 months, reevaluation of this agreement will be made and adjustments will be made, if needed. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

3. **Boarding Fees.** For Specified Boarding of the Horse, the owner covenants and agrees to pay \$650 per month, in advance on the first day of each month, without offset or demand.

4. **Additional Services.** Additional requested services as set forth and at the fees listed on Appendix B hereto will be provided by Enterprise Farm. Fees for such additional services shall be in addition to basic boarding fees and shall constitute and be collectable as fees for the boarding of the Horse. The requested additional services may be changed by the Owner or discontinued at the election of the Stables at any time.

5. **Ownership-Coggins Test.** The Owner warrants that it owns or is in lawful possession of the Horse and will provide, prior to the time of delivery to the Enterprise Farm proof of a current negative Coggins test. The Owner will maintain a current negative Coggins test and provide Enterprise Farms with a copy to retain with the Horse on the premises or during times of travel. At the discretion of

Initials: Owner\_\_\_\_\_ Enterprise Farm\_\_\_\_\_

Enterprise Farm, Coggins tests may be required from time to time during the term of this Agreement on a quarterly or semi-annual basis and the Owner hereby agrees to provide the same at its expense.

**6. Description of the Horse:**

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Color: \_\_\_\_\_ Sex: \_\_\_\_\_

Breed: \_\_\_\_\_ Height: \_\_\_\_\_

Registration/Tattoo No: \_\_\_\_\_

True Owner (if lease): \_\_\_\_\_

**7. Use of Facilities.** Subject to any rules or regulations or other limitations herein or hereafter stated by Enterprise Farm, the Owner, its family members and its guests may use such facilities, which Enterprise Farm may make available.

**8. Emergency Treatment for the Horse.** If an event occurs this requires, in the reasonable discretion of Enterprise Farm, emergency veterinary and/ or farrier treatment for the Horse, Enterprise Farm will attempt to contact the Owner regarding such event and necessary treatment. In the event Enterprise Farm is unable to reasonably to contact the Owner in this regard, the Owner hereby authorizes Enterprise Farm (I) to order emergency veterinary and /or farrier care for the Horse and (ii) to arrange billing to the Owner for the costs of such care. The Owner shall be responsible to pay all costs relating to such care within a reasonable time and if the Owner fails or refuses to pay the same, Enterprise Farm may pay for such services on behalf of the Owner and collect the same under the section herein entitled " Additional Services". The Owner hereby covenants and agrees not to contest or disclaim the appropriateness of any decision by Enterprise Farm to order emergency care or the costs of such care.

**9. Routine Farrier Care.** Enterprise Farm agrees to implement a shoeing program consistent with recognized standards, which initially shall provide for trimming and shoeing at (5) five to eight (8) week intervals. The Owner covenants and agrees to pay the expenses of such services including the reasonable stable fee (as set forth on Appendix B hereto) for handling of the Horse during farriery. The Owner shall be responsible to pay all costs relating to such care within a reasonable time and if the Owner fails or refuses to pay the same, Enterprise Farm Inc. may pay for such services on behalf of the Owner and collect the same from the Owner under the section herein entitled "Additional Services".

**10. Deworming and Vaccinations.** Enterprise Farm will implement a deworming program consistent with recognized standards. Which includes rotational paste worming to be administered by Enterprise Farm. Enterprise Farm will arrange for veterinarian administered vaccinations consistent with recognized standards (taking into account the recommendations of veterinarians and other experts in contagious diseases of equine). Enterprise Farm will arrange for Coggins tests to be drawn and certified by a veterinarian prior to the time of expiration of an existing negative Coggins report. The Owner covenants and agrees to pay the expenses of such services including reasonable stable fee (as set forth on Appendix B hereto) in connection therewith. The Owner shall be responsible to pay all costs relating

Initials: Owner \_\_\_\_\_ Enterprise Farm \_\_\_\_\_

to such care within a reasonable time and if the Owner fails or refuses to pay the same, Enterprise Farm may pay such services on behalf of the Owner and collect the same from the Owner under the section herein entitled "Additional Services".

**11. Feeding and Forage.** Enterprise Farm scheduled four (4) routine feedings per day and reserves for itself the right to increase or decrease the composition and quantity of forage or feed of the Horse at these feedings in order to maintain, in its discretion, the proper weight of the Horse taking into account the advice and expertise of veterinarians, nutritionist and farriers.

**12. Diseases.** Enterprise Farm will use reasonable efforts to monitor the health, and to prevent illness of the Horse, but it assumes no responsibility for, nor does it guarantee against, without limitation, any gastrointestinal ailment, allergy, toxis, laminitis or any other ailment that may befall the Horse as a direct or indirect result of diet, feed, forage or ingestion of vegetation. Further, while reasonable precautions will be taken to guard against the presence of equine infectious anemia, equine protozoal myeloencephalitis and other diseases, no guarantee can be given with respect infection of the Horse with such diseases. The Owner recognizes that equine disease is a risk of Horse ownership.

**13. Rules and Regulations.** To promote a mutually enjoyable atmosphere in and around the Stables, all persons entering the premises thereof are expected to act and shall act in all ways safely, courteously, respectfully and responsibly. In this connection, Enterprise Farm reserves the right from time to time to implement rules. The Owner, for itself and its guests and family members, agrees to abide by the general terms of this provision and to abide by any special rules stated in the future.

To further promote an enjoyable atmosphere, well mannered dogs, properly leashed and controlled, are welcome at Enterprise Farm. For the safety of all involved, any dogs determined by Enterprise Farm to be disruptive will be removed by their owners from the premises immediately. Certain equine vices and behaviors are also detrimental to the atmosphere of the Stables. Therefore, Enterprise Farms will not accept for boarding horses that have previously demonstrated a tendency to exhibit dangerous behaviors (biting, striking, kicking), or horses that crib or weave. Other negative behaviors will be considered on a case by case basis and an assessment made as to their potential to be disruptive to the atmosphere. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Stable's opinion is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises.

**14. Inspection by Owner.** The Owner has been provided a reasonable opportunity to inspect the premises of the Stables and by executing this agreement has deemed such premises to be reasonably arranged and equipped for the purposes in which they are intended.

**15. Owner's Risk of Loss.** Enterprise Farm shall not be liable for (a) any sickness, disease, injury or death suffered by the Horse, whether or not such condition is traceable to feed or forage provided for the Horse, (b) the cost of veterinary care for the Horse resulting from any such condition, or (c) theft or injury to the Horse by any third person. The Owner covenants and agrees not to assert any cause of action directly or indirectly against Enterprise Farm, its officers, directors, employees, agents or shareholders arising from or connecting to the boarding of the Horse, including (x) any action asserting negligence relating to the care of the Horse, or (y) any action asserting breach of contract the subject

Initials: Owner\_\_\_\_\_ Enterprise Farm\_\_\_\_\_

matter of which is grounded in liability under contract relating to the care of the Horse or (z) any other cause of action in tort, contract, quasi contract or otherwise which in any way relates to the boarding of or care of the Horse, gross negligence and intentional misconduct excepted. The Owner irrespective of the Owner's actual involvement assumes all risks of injury or death to the Horse or to the Owner, its guests and family members or third persons caused by the Horse in any such occurrence. The Owner shall have absolute liability for all loss or damage caused by the Horse. All costs, no matter how catastrophic, connected with the Horse shall be borne by the Owner.

**16. Medical Insurance.** The Owner covenants that it has suitable medical insurance to cover the care of any injury arising from an inherent risk of equine activity and that it will guarantee the suitability of any such insurance for each of its guests and family members who may participate in equine activity at Enterprise Farm.

**17. Indemnity.** The Owner hereby agrees to fully and unconditionally hold Enterprise Farm harmless from any liability, claim, loss, injury or death to or caused by the Horse and shall indemnify Enterprise Farm against any and all liability, costs, claims or causes of action of any kind, including derivative claims, asserted against Enterprise Farm resulting from, caused by, or in any way connected with injury or death caused by the Horse ("indemnified Claims"), unless such injury is a proximate and direct result of gross negligence or intentional misconduct of Enterprise Farm or its employees. The Owner shall reimburse Enterprise Farm, each of its officers, directors, employees, agents or shareholders for all costs and expenses, including their respective attorneys' fees incurred in defense of any such indemnified claim brought against Enterprise Farm by any such indemnified claims. The Owner understands and agrees that this indemnity includes within its scope any claim brought against Enterprise Farm by any personal representative, insurer, assign or other similar person claiming through the Owner, the Owner's family members or Owner's guests for asserted liability of Enterprise Farm, including liability grounded in ordinary negligence. The Owner further understands and agrees that this indemnity carries with it a duty on the part of the Owner to provide legal defense for Enterprise Farm, its officers, directors, employees, agents and shareholders in connection with any indemnity claim and to reimburse such persons for their costs and attorneys' fees incurred in connection with analysis and consultation regarding any indemnified claim.

**18. Chapter 99E Warning:**

"Under NC 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 the equine activities. Chapter 99E of the NC general statutes" (effective 1/198).

**19. Limitation of Landowner Liability/ Indemnity.** Landowners near Enterprise Farm may permit the use of their lands for the enjoyment of the Owner, its guests and family members. Such use will be without charge and will be gratuitous. The use of such lands for trail riding by the Owner and its family members and guests will constitute an acknowledgement of hazards are diminished under Chapter 38A of the North Carolina General Statutes and any person entering on such Lands bears, with minor exception, the principal duty to ascertain any hazards thereon. In addition to the forgoing, the Owner hereby agrees that the provisions of the paragraph hereof entitles "Owner's Risk of Loss", "Indemnity" and Medical Insurance" are incorporated herein and are given for the benefit of any landowner, not party to this agreement, who permits the use of its land for equine activities, with or without charge, and upon

Initials: Owner\_\_\_\_\_ Enterprise Farm\_\_\_\_\_

which lands the Owner goes, or any of its family members or guests go, as if such person were a party to this agreement.

**20. Fee Increases.** Enterprise Farm reserves the right to increase fees for All Boarding Plans and Additional Services in its discretion, provided that no such increase shall occur without Enterprise Farm having first given the Owner written notice of such increase (30) days in advance of the effective date of any such increase.

**21. Payment Date and Late Fees.** Invoices will be sent electronically on the 20th of each month. Payment is due the last day of the month unless other arrangements are made. A late fee of \$50.00 may be assessed on the fifth (5th) day of each month in which the Board has not been paid.

**22. Interest.** Interest at the rate of 10.00% per annum may be assessed on the Owner's outstanding monetary obligations to Enterprise Farm.

**23. Attorney's Fees.** In the event of any failure by the Owner to comply with any provision of this agreement, Enterprise Farm may recover its costs and expenses, including reasonable attorneys' fees incurred in connection with enforcement of any such provision.

**24. Right of Lien.** Enterprise Farm shall have all rights of lien, as provided in Chapter 44A of the North Carolina general Statutes or any successor provisions of similar purpose and import, to secure payment of all amounts due for basic boarding and additional services and shall have the right to retain possession of the horse until all amounts owed under this agreement are satisfactorily paid in full or other lawful remedy is had in accordance with North Carolina law. The Owner shall not remove the Horse from the facility without first having fulfilled all monetary obligations to Enterprise Farm. Any removal not in compliance with the proceeding sentence shall be non- consensual by Enterprise Farm and Enterprise Farm shall be entitled to the return of the horse through applicable proceeding.

**25. Termination.** Subject to the provision entitled "Survival of Certain Provisions", either party may terminate the boarding arrangement contemplated herein by giving thirty (30) days written notice to the other. In lieu of notice compliance with the paragraph, the Owner may give notice immediate termination to be effective upon payment of one month's boarding fees and payment of any past due amounts hereunder owed.

**26. Governing Law.** This agreement shall be construed under and is subject to the laws of North Carolina.

**27. Survival of Certain Provisions.** In the event of expiration or termination of this Agreement, the paragraphs herein entitled "Owner's Risk of Loss", "Medical Insurance", "Indemnity", "Limitation of Landowner Liability/ Indemnity" and "Right of Lien" and any other provisions defining the rights of the parties shall survive such expiration or termination and continue in full force and effect indefinitely.

**28. Severability.** In the event any provision ( or part thereof) of this agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the parties agree that only so much of the provision as is invalid or unenforceable shall be stricken and the remaining part of such provision be interpreted as broadly as is possible to give effect to the meaning of such provision.

Initials: Owner\_\_\_\_\_ Enterprise Farm\_\_\_\_\_

29. **Additional Documents/ Releases.** The Owner shall execute, or cause to be executed, any additional agreements, releases or certificates reasonably requested by Enterprise Farm. The Owner hereby acknowledges that Enterprise Farm enters into this agreement is substantial reliance on proper execution of a Release and Hold Harmless Agreement in the form attached hereto as Appendix A by each of the Owner, its family members and guests who may enter upon the premises of Enterprise Farm. The Owner covenants that it will cause a Release and Hold Harmless Agreement to be executed by the parent or legal guardian of every minor child, including the Owner's child, to evidence the responsibility taken by such parent or guardian by allowing such child to engage in equine activities.

30. **Specific Considerations.** Additional agreed upon considerations as described.

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The parties have executed this agreement on the date herein above written.

Owner: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

Home Telephone No: \_\_\_\_\_ Cell Phone No: \_\_\_\_\_

Work Phone No: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Relation to Owner: \_\_\_\_\_

Emergency Contact No: \_\_\_\_\_

Owner

By: \_\_\_\_\_  
Authorized Signature

Enterprise Farm

By: \_\_\_\_\_  
Authorized Signature

Initials: Owner \_\_\_\_\_ Enterprise Farm \_\_\_\_\_



## Appendix A

### **Enterprise Farm Form of Release and Hold Harmless Agreement**

I recognize and assume the unavoidable risks inherent in all equine activities, including, but not limited to bodily injury and physical harm to horse, rider, and spectator. By engaging in equine activities, or allowing my family members or guests to engage in equine activities, I assume responsibility for any occurrences affecting any such persons that may arise out of engagement in equine activities.

In consideration, therefore, for the privilege of riding and/ or working around horses at Enterprise Farm and for the receipt of other valuable consideration the receipt of which is hereby acknowledged, I hereby covenant and agree, for the express benefit of Enterprise Farm, its directors, shareholders, officers, employees, independent contractors, lessors, agents, attorneys, successors, and assigns (the Benefited Persons), as follows:

**Release and Covenant Not To Sue:** I do hereby release the Benefited Persons from any liability or responsibility for accident, damage, injury, or illness to me, my horse(s), any member of my family or his personal representative, or any of my guests arising out of any occurrence on or around the premises of Enterprise Farm. I further release any landowner who permits me to use his lands for riding or other activity (also, a Benefited Person). I hereby covenant not to sue any of the Benefited Persons and knowingly and voluntarily relinquish any claims, for myself and anyone claiming through me, hereafter existing which I, my personal representative, insurers, assignees, or subrogates may have against them, including claims arising out of the negligence of the Benefited Persons.

**Hold Harmless and Indemnification:** I hereby agree to fully and unconditionally hold the Benefited Persons harmless from any liability, claim, loss, injury or death to or caused by the Horse and shall indemnify the Benefited Persons against any and all liability, costs, claims or causes of action of any kind, including derivative claims, asserted against the Benefited Persons resulting from, caused by, or in any way connected with injury or death to or caused by my Horse, my family members my guests or myself (Indemnified Claims), unless such injury is a proximate and direct result of gross negligence or intentional misconduct of Enterprise Farm or its employees. I agree to reimburse the Benefited Persons for all costs and expenses, including their respective attorneys fees incurred in defense of any such indemnified claims. I understand and agree that this indemnity includes within its scope any claim brought against the Benefited Persons by any personal representative, insurer, assign or other similar person claiming through me, my family members, or my guests for asserted liability of the Benefited Persons, including liability grounded in ordinary negligence. I further understand and agree that this indemnity carries with it a duty on my part to provide legal defense for the Benefited Persons in connection with any indemnified claim and to reimburse the Benefited Persons for their costs and attorneys' fees incurred in connection with analysis and consultation regarding any indemnified claim.

**Enforcement:** I understand and agree that any of Benefited Persons may enforce any terms of this agreement and agree to reimburse any and each of them in the event they are reasonably required to bring action for enforcement of this agreement for their costs and expenses incurred in such action, including their reasonable attorneys' fees.

**Severability:** In the event any provision (or part thereof) of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, I agree that only so much of the provision as is

Initials: Owner \_\_\_\_\_ Enterprise Farm \_\_\_\_\_

invalid or unenforceable shall be stricken and the remaining part of such provision be interpreted as broadly as is possible to effect the meaning of such provision.

**Chapter 99E Warning:**

“Under NC 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 the equine activities. Chapter 99E of the NC general statutes” (effective 1/198).

I have hereunto set my name under seal and by so doing intend the same.

Signature of Releaser (as parent or guardian (if applicable) Name:

Print: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Name of Minor (if applicable): \_\_\_\_\_

Initials: Owner \_\_\_\_\_ Enterprise Farm \_\_\_\_\_



Appendix B



**Additional Services to be Provided**

Description/ Fee

- Weekly bathing/ grooming \$ 25.00
- Show preparation clipping (ears, face, bridle path, fetlocks only) \$ 20.00
- Veterinarian support (simple) \$10.00 per day
- Veterinarian support (complex) \$20.00 per day
- Hand-walking, recuperative care, tacking up, grooming \$20.00 per hour
- Farrier support (simple) \$10.00 per time
- Farrier support (complex) \$20.00 per time
- Feed Supplement: no charge (Description: Barn will feed one owner supplied supplement at no charge. More than one must be in Smartpak like containers or there will be a \$30 per month fee.
- Non-routine blanketing \$ 2.00 per day

Other:

- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_

Initials: Owner \_\_\_\_\_ Enterprise Farm \_\_\_\_\_