

Triangle Farms, Inc.

Barn Location:

3301 Silver Water Lane
Wake Forest, NC 27587

Boarding Agreement

THIS BOARDING AGREEMENT is by and between **Triangle Farms, Inc.**, a North Carolina Corporation, and _____.

In consideration of the mutual premises and agreements set forth herein, the parties agree as follows:

1. Boarding of Horse/Pony: Triangle Farms, Inc. agrees to board the following Horse/Pony at the Farm's facility located at 3301 Silver Water Lane, Wake Forest, NC, according to the terms and conditions set forth in this Agreement:

Show Name _____ Barn Name _____

2. Term. The term of this Agreement shall begin on _____, 2019 and shall continue until terminated as provided herein.

3. Representations and Warranties by Boarder:

a. *Ownership.* Boarder warrants that he/she is the lawful owner or lessee of the Horse/Pony.

b. *Health and Behavior.* Boarder represents and warrants that the Horse/Pony is free from vices and behaviors which could endanger itself, other horses, domestic animals or people.

4. Responsibilities of Boarder:

a. *Veterinary and Farrier Records.* Boarder shall provide the Farm with vet records, to include a current Negative Coggins, current Vaccination and Worming Schedule and any veterinary and farrier records pertinent to the Horse/Pony's welfare.

b. *Barn Rules.* Boarder shall comply with the attached Barn Rules.

e. *Payment of Board and Costs.* Boarder shall pay all amounts owed under this Agreement.

d. *Insurance.* It is the Boarder's option to provide health, mortality and/or any other insurance for the Horse/Pony and to provide insurance contact information to the Farm.

5. Responsibilities of the Farm:

a. *Stall.* The Horse/Pony will be provided with an individual 12'x14' stall with mats.

b. *Bedding.* The stall will have an appropriate layer of shavings, to be cleaned daily.

c. *Pasture turnout.* The Horse/Pony will be turned out daily except for in inclement weather.

d. *Hay.* The Horse/Pony will be provided with quality hay on a daily basis.

e. *Grain.* The Horse/Pony will be fed quality grain as determined by the Farm.

- f. Supplements. The Farm will administer to Horse/Pony supplements paid for by the Boarder,.
- g. Water. The Horse/Pony will have continuous access to fresh water.
- h. Salt. The Horse/Pony will be fed mineral salt twice daily in the feed.
- i. Wash Rack Supplies. The Farm will provide Wash Rack Supplies – Shampoo, Fly Spray and Hoof Oil.
- i. Tack storage. The Farm will provide an area for tack that will be secured during hours that the Farm is closed. It is Boarder's responsibility to insure his/her own tack against damage or theft.
- j. No Insurance. Boarder acknowledges that the Farm has no obligation to insure the Horse/Pony against illness, injury and/or mortality.

6. Boarding/Fees: Boarding Fees are detailed on the Triangle Farms Barn Rate Sheet. Payment for board and services is due by the 10st of the month and will be subject to a late fee of \$50 if received after the 10th. Payment options include check or credit card payment.

7. Veterinary: Should the Farm determine that the Horse may be in need of emergency veterinary care, the Farm will attempt to notify the Boarder and shall be authorized to request on behalf of the Boarder the services of the veterinarian. The Farm and/or employees shall not be liable for any action taken relating to emergency veterinary care of the Horse/Pony.

8. Termination: Either party may terminate this Agreement upon 30 days advance notice in writing to Cam Womble at cam.womble@gmail.com, or in the case of the Boarder, to the address of the Boarder.

9. Survival of Waiver: The Farm's Liability Waiver, Release, Hold Harmless and Risk Acknowledgement Agreement between the parties, a copy of which is attached, shall survive any termination of this Agreement.

9. Lien Rights. Boarder acknowledges and agrees that the Farm has lien rights pursuant to North Carolina General Statutes for all monies owed under this Agreement, and that pursuant to those state laws the Farm may sell the Horse/Pony to satisfy Boarder's unpaid bills. The Horse/Pony may not be removed from the Farm except with express written permission of the Farm unless and until all monies owed have been paid.

7. Liability, Risk of Loss or Damage, and Insurance. The parties have apportioned potential legal liability in the Waiver.

8. Miscellaneous. This Agreement sets out the entire agreement between the parties and may not be modified unless done so in a written document signed by both parties hereto. The rights and obligations under this Agreement may not be assigned by Boarder. Should Boarder lease or loan the Horse to someone else while it is being boarded, the Lessee or rider of the Horse must execute the Waiver and that, for liability reasons, the Farm expressly reserves the right to refuse at any time to allow any person, whether Boarder or any other person, including a lessee or trainer or anyone else, to come on to the Farm or to ride any horse present on the Farm.

9. Insurance Coverage: It is the responsibility of the Boarder to carry full and complete insurance coverage on the Boarder, the Horse/Pony (if desired), other persons permitted by Boarder to visit the Farm and/or interact with the Horse/Pony and all of Boarder's personal property. The Stable recommends that Boarder have all tack listed on his/her personal homeowners' insurance policy. If the Horse/Pony is insured, please list insurance information

below and keep the Farm notified at all times of any updates to this information:

Name of Insurance Company	Policy Number
_____	_____
Type of insurance – mortality, major medical, loss of use	Claim phone number
_____	_____
Name of Insurance Company	Policy Number
_____	_____
Type of insurance – mortality, major medical, loss of use	Claim phone number
_____	_____

10. Emergency Contact:

Name/Relationship _____	Cell _____
Name/Relationship _____	Cell _____

WARNING:
**UNDER NORTH CAROLINA LAW, AN EQUINE OR FARM ANIMAL ACTIVITY SPONSOR
OR AN EQUINE OR FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR
AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE OR FARM ANIMAL ACTIVITIES
RESULTING EXCLUSIVELY FROM THE INHERENT RISKS OF
EQUINE AND FARM ANIMAL ACTIVITIES.
CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES**

By signing below, I verify that I have read and understand the Barn Rules and that I agree to abide by all terms of the Agreement, including the attached **Waiver**.

BOARDER:

_____	_____
Signature (must be 18 years of age)	Date

Printed Name

TRIANGLE FARMS, INC.

_____	_____
Joan M. Petty, President	Date

_____	_____
Cam Womble, Manager/Trainer	Date

TRIANGLE FARMS, INC. BOARDER PAYMENT OPTION FORM

Boarder Name: _____ Horse Name: _____

Address: _____

Phone Number: H) _____ (C) _____

Email Address: _____

Please choose one of the following options:

You may change your options at any time by contacting Sheri Bridges, Triangle Farms, Inc. (919) 556-7321 or by email to sheri@trianglefarms.com. **Invoices are emailed on the 1st of each month for the month board is due. Payment is due by the 10st of the month.**

_____ **Option A** – Mail check to Triangle Farms, Inc., PO Box 33189, Raleigh, NC 27636, which check must be received on or before the 10th of the month for which board is being paid. **If check is received after the 10th, a \$50.00 late fee will be applied to your account.**

_____ **Option B** – Charge credit card shown below on the 10^h of the month for which board is being paid.

I authorize **Triangle Farms, Inc.** to charge the credit card listed below as specified above:

Card Type: _____ MasterCard _____ VISA _____ Discover _____ American Express

Cardholder's Name: _____

Card #: _____ Exp. Date: _____ CVV: _____

Billing Address of Card _____

_____ City State Zip

Cardholder Signature: _____ Date: _____

Boarder Signature
(if different from Cardholder): _____ Date: _____

Attachment to Triangle Farms Boarding Agreement:

**Triangle Farms, Inc. Liability Waiver, Release, Hold Harmless and Risk Acknowledgment Agreement
Triangle Farms, Inc. Rate Schedule
Triangle Farms, Inc. Rules**