

BOARDING AGREEMENT

This Agreement is made on the ____ day of _____, _____, between _____ and Lisa Abernathy for pasture boarding located at 1000 Harper Road, Gastonia, NC 28056 and _____ (referred to as "Owner") residing at:

_____,
owner of the horse described in Section 2.

1. Fees.

(a) In consideration of \$_____ Dollars per horse per month paid by Owner in advance on the first day of each month, Lisa Abernathy agrees to board said horse beginning the ____ day of _____, 20____. Board for a partial month will be paid at the rate of \$_____ per day and \$_____ per month thereafter.

(b) Additional services, such as holding for routine care or shoeing, blanketing, spraying may be arranged and paid separately with Lisa Abernathy.

2. Description of the Horse(s).

Name:

Age:

Color:

Breed:

Sex:

Size:

Registration/Tattoo No.:

3. Turn-Out.

The Owner will be expressly responsible for all exercise and it is understood that the horse will be turned out in a field with other horses with field location determined by Lisa Abernathy.

4. Standard of Care.

Lisa Abernathy agrees to provide normal and reasonable care to maintain the health and well-being of said horse. Care includes feeding grain and hay as needed, and bimonthly worming with paste wormers. Horse will be kept in a fenced field which will have access to water.

Owner may keep tack and supplies for said horse on premises.

5. Risk of Loss/Hold Harmless

Warning. 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.

6. Indemnity.

Owner agrees to hold Lisa Abernathy, Abernathy Farm, any Abernathy Farm employees and/or contractors harmless from any claim caused by said horse(s) and agrees to pay legal fees incurred by Lisa Abernathy in defense of a claim resulting from damage by said horse(s).

Owner agrees to hold Lisa Abernathy, Abernathy Farm, and any Abernathy Farm employees/contractors harmless of any claim related to property damage or loss of any tack, supplies, trailers, etc. that Owner may store or leave on property.

7. Emergency Care.

If medical treatment is needed, Lisa Abernathy will call Owner at the contact numbers provided by the Owner. In the event Owner is not reached by telephone, Lisa Abernathy has the authority to secure emergency veterinary and/or farrier care. However, Lisa Abernathy nor Abernathy Farm has no responsibility to pay for such emergency care. Owner is responsible to pay all costs relating to this care. Lisa Abernathy is authorized to arrange billing to the Owner, but Owner must make such arrangements with veterinarian and clinic in advance and provide the name and telephone number of said veterinary and farrier to Lisa Abernathy at the time the horse first comes on the property.

8. Insurance

If Owner has purchased mortality or surgical insurance for the horse, Owner agrees to provide Lisa Abernathy with the information required by the insurance carrier for reporting a claim and the insurance carrier's telephone number for reporting claims. Lisa Abernathy agrees that if the Owner cannot be contacted directly in the event of an emergency, then Lisa Abernathy will notify the insurance carrier of the potential claim on behalf of the Owner. The Owner acknowledges responsibility for the accuracy of any

information on the insurance coverage and insurance carrier contact information provided to Lisa Abernathy.

9. Shoeing

The Owner is responsible for all shoeing expenses and hoof care services for the horse. Owner is responsible for holding his/her horse for farrier services.

10. Ownership - Coggins Test.

Owner warrants that he owns the horse and will provide, prior to the time of delivery, proof of a negative Coggins test. Owner further warrants that a current proof of a negative Coggins will be furnished annually when requested by Lisa Abernathy.

11. Termination.

Either party may terminate this agreement with thirty (30) days written notice. In the event of a default, the wronged party has the right to recover attorneys' fees and court costs, resulting from this failure of either party to meet a material term of this agreement.

12. Notice.

Owner agrees to give Lisa Abernathy thirty (30) days written notice to terminate this agreement. The Owner cannot assign this agreement unless the Lisa Abernathy agrees in writing.

13. Right of Lien.

Lisa Abernathy has the right of lien as set forth in the law of the State of North Carolina for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

14. Governing Law

This Agreement is subject to the laws of the State of North Carolina. Any legal action must be taken in Gaston County. The parties have executed this Agreement this _____ day of _____, _____.

15. Entire Agreement.

This constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or

additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

Lisa Abernathy

Address: 1000 Harper Road, Gastonia, NC 28056

Home Phone:

Cell Phone: 704-718-6165

Signature: _____

Date:

OWNER: _____

Address: _____

Home Phone:

Cell Phone:

Signature: _____

Date: