JRF Equestrian
www.jrfequestrian.com
8104 Mitchell Mill Rd and/or 8401 Mitchell Mill Rd, Zebulon NC 27597

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

BOARDING & TRAINING AGREEMENT

This boarding agreement (the "Agreement") is by and between Jana Rehkamp-France d/b/a JRF Horse Training (the "Management") and 8104 and/or 8401 Mitchell Mill Rd., Zebulon NC 27597, (the "Stable") and

_____,of_____ (the "Boarder").

All parties hereto agree to the following terms and conditions:

1. Boarding of Equine: Management and Stable agree to board _____ ("The Horse") according to the terms and conditions set forth in this agreement beginning on _____ (day) of _____ (month) of _____ (year) and shall continue until termination or violation of the "Agreement".
2. Representations and Warranties by Boarder:
    a. Ownership: Boarder represents that s/he is the lawful owner, lessee and/or possessor of the Horse and agree to provide a copy of documentation of same to the Management.
    b. Health and Behavior: Boarder represents and warrants that the information contained in the Equine disclosure Form (attached) which is incorporated herein by reference is complete, true and accurate and that except as specifically described in the attached Equine Disclosure Form, the Horse is free from vices and behaviors which could endanger itself, other horses, and/ or persons.
3. Responsibilities of Boarder:
    a. Care of the Horse: Boarder shall remain responsible for the health and welfare of the Horse, including but not limited to, determining the need for and providing all needed and up to date veterinary care and treatment, vaccinations, de-worming, exercise, shoeing, farrier care, nutritional analysis and grooming.

b. Current and up to date: Boarder shall ensure the Management has all relevant information about the Horse requested herein and on the Equine Disclosure Form and shall keep all information given to the Management current at all times.
c. Rules: Boarder and guests shall comply with the Rules attached hereto and incorporated herein by reference, as such may be amended by the Management at its discretion.
d. Payment: Boarder shall pay all amounts owed in this agreement as required by "Payments" Chapter.
e. Cleanliness: Boarder shall keep their belongings neatly packed in specified area when not in use. Boarder is also responsible for keeping their specified tack rooms clean.

4. Responsibilities of the Management:
    a. Stall Boarding: The Horse shall be provided with an individual stall to be assigned by the Stable including up to two water buckets and one grain bin. All other desired amenities shall be provided by the Boarder.
    b. Pasture Boarding: The Horse shall be provided with adequate pasture and the possibility of a stall during extreme weather conditions, along with accessible water and grain bins.
    c. Bedding: The Stall will have an appropriate layer of shavings to be cleaned and changed as needed. In the event shavings become cost prohibitive, the Management may substitute appropriate bedding upon notice to the Boarder.
    d. Pasture Turnout: The Horse shall be turned out each day for an adequate period of time to be determined by the Management as long as conditions are in the best interest of the Horse. Any other specifications must be communicated by Boarder and/ or Veterinarian to the Management.
    e. Hay: The Horse will be provided with the appropriate amount of Timothy, Orchard, Alfalfa or any mixture of these hays when available according to the "Horse's" meal plan. Should The Horse require extra hay above and beyond the appropriate amount determined by The Stable and according to the meal plan, The Boarder is responsible for that extra cost.
    f. Grain: The Horse will be fed Blue Seal or other comparable brands on a daily basis according to the "Horse's" meal plan. Should The Horse require additional grain above the meal plan, The Boarder is responsible for that extra cost.
    g. Supplements: If requested, the Management will administer to the Horse the appropriate supplements paid for by The Boarder at an additional cost.
    h. Access: Boarder shall have access to the Farm in which the Horse is located during the hours set forth by the Management. Should the Boarder need to have access to the Farm outside of the hours set forth, a written notice is required and will be reviewed.

i. Riding Arena: The Management will make available appropriate riding areas during operating hours as long as it is safe for both Horse and Rider.
j. Tack Storage: The Management will provide an area for one saddle, one bridle, one small tack trunk and one blanket/ fly sheet. In the event those belongings become misplaced or stolen, the Management will not be held responsible. Boarders are required to keep their belongings neat and clean.
k. Special Services: with advance notification and coordination and for an additional agreed upon fee, the Management may, but not be required to, provide special services for the Horse and Boarder, at the Management's discretion.

5. Payment Chapter: All payments shall be collected on or before the first of each month. Boarder has until the fifth of the month before late fees apply. Boarder is required to pay a one-time deposit of **$800** which will be used towards any and all damages caused by The Horse. Should damages exceed the deposit, Boarder will be required to pay for any and all damages accrued. A late fee of $50 per month will be added to the Boarders account. A fee of $35 for returned check by the issuing bank will be applied to Boarder's account.
    a. Stall Board: $_____; Lessons: $_____; Training: $_____ per month with first month's board per horse paid in full at signing of "Agreement", then Boarder will be at a month by month basis with a sixty day paid notice to terminate Agreement. Any additional accommodations may be considered with prior notification.
    b. All monies owed will be paid in full upon the date of termination or the Horse will not leave the Stable location.
    c. Payment Options: Please complete payment option form (attached).
    d. All Costs are subject to a cost of living increase with a thirty day notice.
6. Emergency Care: Should the Management, in its sole discretion, determine that the Horse may be in need of veterinary care or treatment, it shall make reasonable efforts to notify Boarder at the contact information provided. If unable to reach Boarder, the Management shall be authorized to request on behalf of Boarder the services of the veterinarian specified by Boarder, or any other veterinarian if circumstances so require. The Boarder shall advise the Management in writing of any limitations on treatment in advance. The cost of any such emergency calls, care or treatment shall be the sole responsibility of Boarder and shall be paid by Boarder promptly. Under no circumstances shall the Management or its agents, owners, employees or affiliates be liable for any action taken or not taken relating to emergency care of the Horse, whether negligent or not.
7. Termination:
    a. For Cause: The Management may terminate this Agreement without prior notice due to (1) Breach on the part of the Boarder, (2) the Management reasonable determination that the Horse may have a communicable

disease; and (3) the Management reasonable determination that immediate termination is necessary for other safety reasons.

b. Upon Notice: Any party may terminate this Agreement upon sixty days advance notice in writing sent to the Management via email at jrfhorsetraining@gmail.com.

c. Survival of Waiver: JRF Horse Training Liability Waiver, Release, Hold Harmless and Risk Acknowledgement Agreement between the parties hereto (the "waiver") shall survive the termination of this Agreement.

8. Lien Rights: Boarder acknowledges and agrees that the Management has lien of rights pursuant to North Carolina General Statutes for all monies owed under this Agreement, and that pursuant to those state laws the Management may sell the Horse to satisfy Boarder's unpaid bills. The Horse may not be removed from the Farm except with express prior written permission of the Management unless and until all monies owed hereunder have been paid.
9. Liability, Risk of Loss or Damage, and Insurance: The parties have apportioned potential legal liability in the Waiver, a copy of which is attached hereto and incorporated herein by reference.
10. 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 or train the Horse while it is being boarded hereunder, the lessee or guest rider or trainer must execute a Waiver and, for Liability reasons, the Management expressly reserves the right to refuse at any time to allow any person, whether Boarder or any other person, including a lessee or guest rider or trainer or anyone else, to come on premises and ride any horse present. This shall be approved by the Management.
11. Stable Hours: Routine hours that the Stable is open are Sunday through Saturday 8:00am to 8:00pm. Hours may vary upon seasonal changes, weather conditions, and/ or holiday schedules and such modifications will be posted and communicated to all boarders.
12. Billing Information:

Boarder's name: _____

Billing Address: _____

Phone: _____

Email: _____

13. Medical and Insurance Information:

Emergency Contact for Boarder/ Rider:_____

Phone: _____

Email: _____

Health Insurance co. for Boarder/ Rider: _____

Subscriber/ Group #: _____

Name of Insured: _____

Medical Conditions/ Allergies/ Disabilities, if any: _____

_____

By signing below, I verify that I have read and understand all the Rules and that I agree to abide by all terms of the Agreement, including the JRF Horse Training Liability Waiver, Release, Hold Harmless and Risk Acknowledgement Agreement.

_____ Boarder Signature

_____ Boarder Print Name

_____ JRF Horse Training