

# Triton Stables Boarding Agreement

This agreement dated the \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_, is between Triton Stables, Inc, a Corporation organized under the laws of the State of North Carolina, hereinafter called "Triton", and \_\_\_\_\_ whose address is \_\_\_\_\_, telephone number is \_\_\_\_\_, cell phone number is \_\_\_\_\_ and email address is \_\_\_\_\_, hereinafter called "Owner".

1. FEES, TERM AND LOCATION: In consideration of \$ \_\_\_\_\_ per horse per month paid by the Owner in advance Triton agrees to provide board in a 12' x 12' stall, feed and hay twice daily, water and daily turnout, weather permitting, to the hereinafter described horse(s) at Triton Stables commencing on \_\_\_\_\_, on a month to month basis. Four lessons per month are also included in board fee. These lessons may not be deducted from price of board and must be taken within month board fee is paid for.

2. DESCRIPTION: The horse(s) to be boarded is (are) as follows:

Horse # 1	Horse #2
Name _____	_____
Breed _____	_____
Age _____	_____
Color _____	_____
Sex _____	_____

3. EMERGENCY CONTACT AND/OR INSURANCE INFORMATION: List emergency telephone numbers and/or insurance information, if applicable.

Emergency Contact: \_\_\_\_\_

Insurance Information: \_\_\_\_\_

4. RISK OF LOSS: During the time that the horse(s) is (are) in the custody of Triton, Triton shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s). This includes, but is not limited to, any personal injury or disability the horse may receive while on Triton premises.

The owner fully understands that Triton does not carry any insurance on any horse not owned by it and that all risks connected with boarding or for any other reason for which the horse is on the premises of Triton are to be borne by the owner.

5. HOLD HARMLESS: Owner shall defend, indemnify and hold Triton harmless from and against any claim loss, expense or damage to any person, or property owned by Triton, or any other person, agent, employee or invitee of Triton or Owner, arising out of the placement of said horse(s) upon Triton property, including the cost associated with or necessitated by litigation and specifically including any attorney's fees incurred by Triton as a result of litigation.

6. EMERGENCY CARE: Triton agrees to attempt to contact Owner should Triton feel that medical treatment is needed for said horse(s) but, if Triton is unable to contact the Owner, Triton is then authorized to secure emergency veterinary and/or blacksmith care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by the Owner.

7. SHOERING AND PREVENTATIVE VETERINARY CARE: Triton agrees to provide the necessary shoeing and routine preventative health care (vaccinations and worming) of the horse(s) as is reasonably necessary, however, such expense for the same shall be the obligation of the Owner.

8. OWNERSHIP - COGGINS TEST: Owner warrants that he owns said horse(s) and will provide, prior to the time of delivery of said horse(s) to Triton, proof satisfactory of a current negative Coggins test and an up-to-date record of vaccinations and wormings.

9. TERMINATION AND NOTICE: This agreement constitute a month to month tenancy and either party may terminate this agreement by giving the other party thirty (30) days notice in writing. Notice shall be given by mail to the address of the parties as stated herein.

10. RIGHT OF LIEN: The Owner is put on notice that Triton has the right of lien, as set forth in Chapter 44A of the General Statutes of North Carolina, for the amount due for the board and keep of such horse(s) and shall have the right, in accordance with statutory provision, to retain the said horse(s) until the amount of such indebtedness is paid in full.

The BOARDING AGREEMENT shall be governed under the laws of the State of North Carolina. The parties hereto have executed this agreement the day and year first written.  
TRITON STABLES, INC. OWNER OF HORSE(S)

#### **WARNING**

**Under North Carolina law, an equine activity sponsor or equine professional is not liable for in 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.**

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Authorized Signature Authorized Signature  
Shepherd Welles