

Double S Ranch
1714 N NC 16 Hwy
Conover, NC 28613



Phone: 828-217-5755
doublesranch1854@gmail.com
Est: 1800

Horse Boarding Contract

This agreement, for good and valuable consideration receipt of which is hereby acknowledged dated the _____ day of _____, 20 __ made by and between DOUBLE S RANCH, 1714 N NC 16 Hwy, Conover, North Carolina, and (Owner's name) _____ residing at (Owners address) _____, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION

In consideration of \$_____ * per horse per month paid by OWNER within 10 days of each month's billing, Double S Ranch agrees to board the herein described horse (s) on a month-to-month basis commencing _____, 20 __. All new boarders are required to be in a stall or paddock for the first month. It will be the 50/50 Stall or Paddock board unless otherwise stated. Fees received past the tenth day after billing will be subject to a late fee of \$20.00.

*Rates are subject to change.

2. DESCRIPTION OF HORSE

Name: _____ Age: _____ Sex: _____
Breed: _____ Color: _____ Markings: _____
Brands: _____ Registration/Tattoo: _____

3. FEED AND FACILITIES

Double S Ranch agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well-being of the horse (s).

Feed: A good quality feed will be fed twice daily. Up to 11 pounds per day is inclusive in all boarding plans. Two different feeds are available to fulfill individual horse's needs. All horses are fed as individuals and will have their own rotation posted on the feed board. Purina Amplify is also available for the hard keepers, up to 2 small scoops a day is inclusive in all boarding plans. Extra Grain Charges are listed in the attached Price Schedule. All horses will be fed from the General Barn feedstock unless approved by the management. Any owners with approved "special feed" will be required to provide the "special" feed and will not receive any credit off board. The Management reserves the right to change horse rotations as needed for management of individual horses.

Hay: A good quality hay will be fed to Stall, Paddock, and Pasture horses. Horses will have access to Round Bales in the pastures. Club Members are welcome to take Farm square bales on trail rides at a rate of half a bale a day. Please only take what is needed and return unused portions of hay after the event.

Bedding: Bedding is available for On Farm Use only.

Facilities: All stall boarding plans will have a stall for use and space in a locker located in the Tackroom. Pasture and Paddock board horses will be fed as individuals in personal locations. It is each individual's responsibility to clean up after themselves, to include sweeping grooming areas. Please take pride in keeping our barn clean.



4. Farrier

A License/Certified Farrier will come on a regular basis. If you want your horse done at that time, put his/her name on the list. If you are unable to hold your own horse staff from Double S Ranch will do so for a fee stated in the Price Schedule. We encourage boarders to leave a check for the Farrier. If Double S Ranch pays for the Farrier, there will be a \$5 office charge added to the Farrier Charge. You are welcome to schedule and use the Farrier of your choice but out of courtesy please inform Double S Ranch management about the appointment. If you are in need of Double S Ranch Staff to hold for your Farrier and or provide payment, then the same fees apply. Do know that the service of holding for an outside Farrier is dependent on the availability of Double S Ranch staff.

I want Double S Ranch Management to keep up with my horse's Farrier schedule and add appropriate fees to the monthly bill. Circle: YES NO Initial here: _____

I understand if Double S Ranch Management schedules this service I am responsible for the cost of this service. Initial here: _____

5. VETERINARY CARE

All horses at Double S Ranch are required to stay up to date on Vaccinations and Coggins Tests. Double S Ranch must keep either the Original Coggins test on file or a very clear copy. The vaccinations required for the horses at Double S Ranch are: Eastern and Western Encephalomyelitis, Tetanus (EWT); Flu/Rhino; West Nile Virus (WNV) and Rabies. Rabies and Coggins Test are one time per year and must be done by a veterinarian. The other vaccinations are recommended two times per year (Spring and Fall). We also recommend that you have your horses' teeth checked and/or floated once a year. We try to schedule this type of vet appointment in groups to save our boarders some expenses. If you are unable to hold your own horse a Double S Ranch staff will do so for a fee stated in the price schedule. Billing for Veterinary services will come directly from the Veterinarian performing the service. The horse owner is responsible for paying all bills from Veterinarians performing service on their horse.

I want Double S Ranch Management to keep up with my horse's Veterinary schedule and add holding fees to the monthly bill. Circle: YES NO Initial here: _____

I understand that if Management schedules this service, I am responsible for paying the Veterinarian for the cost of this service. Circle: YES NO Initial here: _____

6. EMERGENCY CARE

Double S Ranch agrees to attempt to contact OWNER, at the following telephone number (_____), should Double S Ranch feel that medical treatment is needed for said horse (s), provided however, that in the event the Double S Ranch is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by Double S Ranch. Double S Ranch is hereby authorized to secure emergency Veterinary care and/or Blacksmith care, and by any licensed providers of such care who are selected by Double S Ranch, as Double S Ranch determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by



OWNER, and that Double S Ranch is authorized to arrange direct billing by said care provider to the OWNER.

In Veterinarian Emergencies it is Double S Ranch policy to **try** to notify the owner prior to calling the Veterinarian in the case of a medical emergency. Depending on the severity of the emergency the Double S Ranch management will handle this general premise.

In the case of a **life threaten illness or injury**, if the owner is unable to be reached, the Double S Ranch Management will continue to try to contact the owner while contacting a veterinarian to tend to the horse. If the owner is still unavailable the management will do all that is in its power to keep the horse comfortable until the owner is reached. A Veterinarian will be called to tend the horse and his/her professional opinion on treatment will be followed until the owner of the animal can be contacted.

In **non-life threatening injuries**, the severity of the injury will determine if the veterinarian will be dispatched before the owner is able to be contacted. There will be a good faith attempt to contact the owner prior to arranging a visit from a veterinarian but it is the policy of Double S Ranch to have a professional consultation with a veterinarian in the medical treatment of all boarder horses unless waived by the owner of the horse.

All owners of boarder horses will be notified of any significant injury that occurs with their horse whether veterinary treatment is required or not.

7. RISK OF LOSS

During the time that the horse (s) is/are in the custody of Double S Ranch, Double S Ranch shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on Double S Ranch premises. OWNER fully understands and hereby acknowledges that Double S Ranch does not carry any insurance on any horse (s) not owned by Double S Ranch, including, but not limited to, such insurance for boarding or any other purposes, for which the horse (s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of Double S Ranch, are to be borne by OWNER.

8. HOLD HARMLESS

Owner agrees to hold Double S Ranch harmless from any claim resulting from damage or injury caused by said horse, Owner or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Double S Ranch in defense of.

9. DOUBLE S RANCH RULES

Owner hereby acknowledges receipt and understanding of the current Double S Ranch Rules, which are incorporated by reference in full, as is fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these rules and accepts responsibility for the conduct of his/her guests and invitees according to these rules. OWNER acknowledges the Rules include but not limited to: Double S Ranch Safety Rules; Double S Ranch Hours of Operation; Notice of Required Release and Waiver; Statement of Applicable state equine liability laws; Required Veterinary care; Double S Ranch may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in Double S Ranch sole discretion, of OWNER or OWNER's

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guests and invitees to abide by Double S Ranch Rules may result in Double S Ranch declaring OWNER in default hereunder and result in termination of this AGREEMENT.

10. Default

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 9 of Double S Ranch Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due Double S Ranch under this AGREEMENT shall be due and payable by said due date shall place OWNER in default hereunder. Acceptance by Double S Ranch of any late payment shall not constitute a waiver of subsequent due dates or determination of default.

11. ASSIGNMENT

This AGREEMENT may not be assigned by OWNER without the express written consent of Double S Ranch.

12. NOTICE OF TERMINATION

OWNER agrees that a thirty (30) days notice shall be given to Double S Ranch as to the termination of this AGREEMENT.

13. RIGHT OF LIEN

OWNER is put on notice that Double S Ranch has and may assert and exercise a right of lien, as provided for by the laws of the State of North Carolina (NC General Statute 44A-2) for any amount due for the board and keep of horse(s), and also for any storage or other charges due hereunder, and further agrees Double S Ranch shall have the right, without process of law, to attach a lien to your horse(s) after two (2) months of non-payment or partial payment Double S Ranch can then sell horse(s) to recover its loss.

14. Special Instructions to Double S Ranch

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to Double S Ranch rules.

This Agreement Is Subject To The Laws Of The State Of North Carolina.

Owner's Signature: _____

Owner's Name (Printed): _____

Owner's Email Address: _____

Address: _____ City: _____ State: _____ Zip: _____

Cell (____)____ - ____ Day Phone (____)____ - ____ Evening Phone (____)____ - ____