Saddle Run Homeowners Association

STABLE BOARDING AGREEMENT

The Saddle Run stables are located at 5120 Northgreen Drive, Fuquay-Varina, North Carolina 27526 and are solely owned and operated by the Saddle Run Homeowners Association, INC. (SRHOA) P.O. Box 262, Fuquay-Varina, North Carolina 27526.

This contract is effective beginning _____ day of _____ 20____ between the SRHOA

Board of Directors ("OPERATOR") and _____ ("OWNER") and remains in force until OPERATOR draws a new contract, OWNER is no longer a resident of Saddle Run and fulfills the obligations of the contract, or OWNER fulfills the obligations of the contract.

OWNER agrees to the following rules set forth by OPERATOR:

1. The rental fee for each stall, one horse per stall, shall be $178.00 per month. Payment is due on the 1st of each month and may incur a $25 late fee if delinquent after the 10th of each month.

2. A security deposit of $178.00 is required upon submission of this Boarding Agreement. This amount shall be refunded to OWNER within 30 days of departure of their horse from stable if OWNER departs the premises in satisfactory condition. If there is any damage to stable's premises or property, this deposit shall be used to initiate repairs. OWNER will be responsible for any expenses incurred in these repairs that are more than the deposit.

3. OWNER agrees that all communication regarding maintenance, rules violations and complaints shall be made in writing (letter or e-mail) to OPERATOR via the current SRHOA Stables Liaison. The SRHOA Stables Liaison will take all pertinent issues to OPERATOR within three (3) business days for review, and OPERATOR will issue decisions on such matters within ten (10) business days. All communication regarding stall lease payments, payments for services, etc. will be made through OPERATOR.

4. OWNER agrees to comply with all safety regulations. Any contractors, family or guests of OWNER must adhere to the same rules as OWNERs at the stable.

5. OWNER agrees to maintain a demeanor of courtesy and respect when interacting with other OWNERs, children, guests of OWNERs, stable visitors, and OPERATOR.

6. OWNER agrees to shut/lock the doors upon leaving, turn off all lights, water faucets, and coil hoses back in rack.

7. OWNER agrees to muck their stall daily and discard the muck as directed by OPERATOR. OPERATOR will warn and/or fine OWNER at a rate of $10/day for non-compliance, not to last longer than one month, after which OWNER will be given immediate notice to vacate.

8. In the event that OWNERS are unable to agree on pasture assignments for the horses, OPERATOR will make pasture designations for the horses.

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9. OWNER is responsible for the execution and expenses associated with daily feeding, general care and overall health of their horse. OPERATOR does not supply feed, hay, grooming equipment, Farrier or veterinary care/medicines for the horses.

10. OWNER is responsible for damage to property beyond regular wear and tear, such as damage done by cribbing.

11. OWNER will be designated an area in the tack room for personal items such as tack, grooming supplies, and other gear. OWNER is required to keep their personal items within the designated area in a clean and orderly fashion.

12. OWNER agrees to abide by the following Waiver/Release of Liability and agrees to require any guests who accompany them to the stables to sign the same Waiver/Release of Liability which can be obtained from OPERATOR.

13. OWNER agrees to supervise all children under the age of 14 whether a child of OWNER or guest of OWNER. Any child under the age of 18 must have a Waiver/Release of Liability form on file with OPERATOR, signed by both the parent and OWNER. OWNER is responsible only for said children under their care at any given time. Furthermore, OWNER is responsible for actions of all minors under their care whether supervised or unsupervised.

14. OWNER agrees that all OWNER'S horses are required to be up to date on Rabies, Tetanus, East/West Encephalitis, Intranasal Influenza, Rhinopneumonitis, West Nile, and current Coggins. OWNER must furnish a copy of current Coggins and vaccination records *prior to horse entering premises* of stables. OPERATOR reserves the right to require additional immunizations at its sole discretion.

15. OWNER is responsible for immediately notifying OPERATOR in the event of a severe illness or injury of their horse. Both OWNER and OPERATOR must determine the need for quarantine or removal of the horse based upon Veterinarian's guidance to secure the wellbeing of itself and the other horses in the stable. Once a decision is made, OPERATOR will be responsible for notifying other OWNERs as needed.

16. In the event of Death or Euthanasia of a horse, OWNER must notify OPERATOR in writing. OWNER is responsible for the immediate removal of the remains. OWNER will have thirty (30) days to remove all personal effects. Following the thirty (30) days, this contract will be considered immediately null and void. If personal effects are not removed within the thirty (30) days, the contract will remain in effect and payment will be due as outlined.

17. OWNER agrees that equestrian activities are inherently dangerous and further agrees that the SRHOA shall not be held liable for injuries incurred during equestrian activities or maintenance of the facility.

18. OWNER must obtain and maintain Equine Liability Insurance policy in the amount of at least $1 million per occurrence. Proof must be provided prior to allowing the horse to be brought into the Saddle Run stable. Proof of insurance for renewal/continuation will be provided to OPERATOR annually.

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19. OWNER agrees not to sublease his/her stall and/or horse.

20. OWNER agrees to use the Saddle Run stables for personal use only and not on behalf of a business.

21. OWNER may choose to vacate the stable and terminate this contract with sixty (60) days' written notice. OWNER agrees to pay rent through sixty (60) days after written notice is given, unless new OWNER occupies vacant stall during that time, in which case outgoing OWNER shall only pay rent through date stall is occupied by incoming OWNER.

22. OWNER, upon vacating the stable, is responsible for removing all personal property and ensuring the stall is left in a clean and sanitary condition.

23. OWNER must adhere to Addendum A, Horse Welfare. If any OWNER is found in violation of these rules a 30 (thirty) day eviction notice may be applicable as deemed appropriate by OPERATOR according to the particular circumstances.

24. OPERATOR is responsible for routine maintenance such as replacement of fence boards, repairs to the existing building, upkeep of the pastures and grounds of the stable, and upkeep of the riding ring. Such maintenance will be executed by OPERATOR or agents hired by OPERATOR. OWNER agrees to bring items to OPERATOR'S attention when discovered.

25. OPERATOR shall purchase and maintain liability insurance for the stables.

26. OPERATOR agrees to pay for shavings, trash/waste removal, water and electricity.

27. OPERATOR supplies rakes, feed storage bins, stall mats, hoses, trash bags, water buckets for stalls and other items deemed to be used by all OWNERS in a cooperative manner.

28. Prior to any horse visiting the stables, written consent must be obtained from OPERATOR. For any horse visiting the stable, OPERATOR will obtain from the horse owner, a current (within one year) negative Coggins exam, proof of core vaccinations (consistent with line 14), proof of liability insurance (consistent with line 18) and the signed Waiver/Release of Liability (consistent with line 12). The visitor will abide by all Saddle Run rules.

29. OPERATOR will maintain a waitlist for potential renters and publish information about vacancies to the Saddle Run Community.

30. OPERATOR will be responsible for approving new horses into the ~~s~~table, obtaining necessary health records and keeping copies of all health records/contracts, liability insurance, and waivers for the OWNER'S horses.

31. Each Saddle Run household may rent up to two stalls, if available, for two horses.

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32. OPERATOR may evict any OWNER because of non-compliance with this contract or other actions that violate the wellbeing and safety of the Saddle Run Stables. OWNER will be given thirty (30) days' written notice to vacate the stable will be responsible for paying monies related to the existing contract as well as late fees and associated damages as assessed by OPERATOR.

33. OWNER recognizes and assumes the unavoidable risks inherent in all equine activities, including, but not limited to, bodily injury and physical harm to horse rider, and spectator. By engaging in equine activities or allowing family members or guests to engage in equine activities, the undersigned assumes responsibility for any occurrence affecting any such person that may arise out of engagement of equine activities. OWNER knowingly and voluntarily releases Saddle Run Homeowners Association, Inc. (SRHOA) and OPERATOR from any and all liability or responsibility for accident, damage, injury, or illness to OWNER, any member of OWNER'S family, or any guests, arising out of any occurrence on or around the premises of SRHOA stables. OWNER hereby covenants not to sue SRHOA or any of its officers and knowingly and voluntarily relinquishes any claims, for OWNERS' self and anyone claiming through OWNER, hereafter existing which OWNER, OWNER'S personal representative, insurers, assignees, or surrogates may have against them.

_____ Date: _____

OWNER'S SIGNATURE

_____ _____

Printed Name Address

_____ _____

Phone Email

_____ _____

Horse Name Horse Breed / Color

_____ _____

Horse Age Horse Sex

_____ _____

Emergency Contact - Name Emergency Contact - Phone

_____ Date: _____

SRHOA Board President's Signature

ADDENDUM A
Horse Welfare

The following acts are prohibited:

1. Excessive pressuring of a tired horse.

2. Riding or lungeing an obviously lame horse.

3. Excessive use of a whip on any horse in a stall, aisle, schooling area, or riding ring.

4. The use of a whip must be for a good reason, done at the appropriate time, in the proper place and with appropriate restraint. Excessive whipping will not be tolerated.

5. Any striking of the horse's head (on the poll or forward of the poll) shall be deemed excessive.

6. Repeated jerking on the reins and sawing on the bit unless applied to an unruly horse that is jeopardizing its own safety or the safety of its rider.

7. Improper use of the bit resulting in bleeding, broken skin, or broken mucous membrane.

8. Excessive use of the spurs, or spurring resulting in welts or broken and bleeding skin.

9. Use of electronic shock devices.

10. Withholding of feed or water for prolonged periods.

11. Inhumane treatment of a horse in a stall, aisle, schooling area, or riding ring.

12. Denying necessary medical attention.

Anyone found to be in violation of these rules may be given 30 days' notice as deemed appropriate by OPERATOR according to the particular circumstances.

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