

STATE OF NORTH CAROLINA

08/98

Rev: 3/07

WAKE COUNTY

**HORSE TEACHING
FACILITY CONTRACT**

THIS AGREEMENT, made and entered into this ____ day of _____, 200 ____, by and between _____ (name and address) _____ (hereinafter referred to as Owner), and the North Carolina State University, c/o Horse Teaching Facility, Reedy Creek Road, Raleigh, North Carolina 27695-8401, (hereafter referred to as HTF);

WITNESSETH

THAT WHEREAS, the Owner of the Horse herein described desires to have certain services performed on behalf of said Horse; and

WHEREAS, the parties desire that HTF have custody and possession of the Horse at its facilities located on Reedy Creek Road in the City of Raleigh, State of North Carolina, for the purposes of training, foaling, or breeding of the Horse; and

WHEREAS, the parties desire by this Agreement to make provision for the parties' respective interests in the Horse and for procedures and understandings governing its use, custody, and protection;

NOW THEREFORE in consideration of the mutual covenants and conditions herein set forth the parties agree as follows:

1.0 Description of Horse:

1.1 The Horse's name is _____.

1.2 This is a _____

(as described in the attached copy of the registration document).

1.3 The registration number for the Horse is _____.

1.4 The Horse has an identifying mark(s) on _____

_____.

2.0 Terms of the Agreement:

- 2.1 Owner hereby gives temporary custody of the Horse to HTF, and HTF hereby accepts custody and possession of the Horse, upon the terms and conditions stated herein.
- 2.2 Owner shall present to HTF a copy of a negative Coggins test, current within six months, prior to HTF accepting possession and custody of the Horse.
- 2.3 HTF shall take possession and custody of the Horse on _____, 200__, and terminate its possession and custody on _____, 200__.

3.0 Termination of the Agreement:

3.1 This Agreement may be terminated by any of the following acts or events:

- 3.1.1 Either party may terminate this Agreement at its option by giving the other party _____ days written notice
- 3.1.2 If HTF, in the opinion of Owner, ceases to maintain suitable boarding arrangements for the Horse; or
- 3.1.3 If HTF within thirty days of having received written notice from Owner of breach of any term of condition of the Agreement, shall have failed to cure such breach; or
- 3.1.4 If the Owner within thirty days of having received written notice from HTF of breach of any term or condition of the Agreement, shall have failed to cure such breach; or
- 3.1.5 If the Owner fails to pay within 30 days of the date due any of the amounts specified in Paragraph 4.0.

4.0 Payment

- 4.1 Owner shall pay to HTF the sum of _____ dollars per day for breeding.
- 4.2 Owner shall pay to HTF the sum of _____ dollars per day for training.
- 4.3 Owner shall pay to HTF the sum of _____ dollars per day for board.
- 4.4 Owner shall make payments without demand on the following intervals and days:
_____.

5.0 Insurance/Waiver of Liability

5.1 During the entirety of such period as the Horse is on HTF's premises, Owner shall obtain, pay for, and keep in force for the duration of this contract the following type of insurance.

5.1.1 All risk of mortality with limits covering the full appraised value of the horse including theft, vandalism and malicious mischief and loss of use;

5.1.2 Individual horse owners liability (on the comprehensive broad form) with limits of \$1,000,000 per occurrence Combined Single Limit (C.S.L.) for bodily injury and property damage.

5.2 Owner shall furnish to HTF certificates evidencing that such insurance is in effect and provides that the carrier shall give the Owner and HTF at least 10 days written notice of any material changes in or cancellation of such insurance. Insurance coverage is required only for horses valued at \$5,000 or more.

5.3 Owner shall bear the total expense of insurance required under this Agreement.

5.4 All above mentioned insurance coverage must be obtained from a company duly licensed to do business in the State of North Carolina.

5.5 If Horse is valued at less than \$5,000 and Owner does not wish to provide insurance coverage, Owner must execute the Waiver of Liability and Hold Harmless Agreement that is attached as Exhibit A.

6.0 Veterinary Care

6.1 HTF shall notify Owner, except in emergency situations, prior to having veterinary care provided for the Horse. HTF shall be the sole determiner of what constitutes an emergency situation.

6.2 Owner shall bear the total expense of veterinary services provided for the Horse.

6.3 HTF agrees that veterinary services provided for the Horse shall be performed by a licensed Veterinarian from the North Carolina State University Teaching Hospital (VTH).

6.4 In the event of an emergency in which HTF has contacted VTH and is unable to contact a licensed Veterinarian, HTF at its discretion will seek the assistance of a licensed Veterinarian from another clinic.

7.0 Indemnity

Owner agrees that the North Carolina State University Horse Teaching Facility shall not be liable for any claims, demands, actions, or causes of action, whatsoever, to the Horse herein described arising out of or connected with the Horse's tenure at the HTF. Owner does hereby forever release and discharge the said Horse Teaching Facility, its employees, agents or servants from all such claims, demands, injuries, damages or causes of action.

8.0 Access to Persons and Records

The State or university auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.

9.0 Personal Identifiers

If the HTF provides the Owner with personal identifiers as listed in North Carolina General Statute 132-1.10 or any other legally confidential information, Owner hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number information or other legally confidential information from HTF is necessary for the performance of Owner duties and responsibilities on behalf of the HTF. Owner further certifies that it shall maintain the confidential and exempt status of any such social security number information, as required by subsection (c)(1) of the statute.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this _____ day of _____, 200 ____.

North Carolina State University

(Full Legal Name of Owner)

Recommended by:

Project Coordinator Date:

by _____
(Signature)

Authorized by:

Date:
Director of Materials Management

(Printed Name)

(Address)

(Address)

(Phone Number)

ATTACHMENT A

WAIVER OF LIABILITY

I hereby certify that I am the owner of the Horse described in the contract dated _____, 200__ and that said Horse is valued at \$_____ or less. I agree that the North Carolina State University Horse Teaching Facility shall not be liable for any claims, demands, actions, or causes of action, whatsoever, arising out of or connected with the Horse's tenure at the Horse Teaching Facility. I hereby forever release and discharge the said Horse Teaching Facility, its employees, agents or servants from all such claims, demands, injuries, damages or causes of action.

(Full Legal Name of Owner)

by _____
(Signature)

(Printed Name)

(Date)