

STATE OF NORTH CAROLINA

WAKE COUNTY

**HORSE TEACHING
FACILITY CONTRACT**

THIS AGREEMENT, made and entered into this ____ day of _____, 20 ____, by and between _____ (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 "NC STATE");

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 NC STATE 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 NC STATE, and NC STATE hereby accepts custody and possession of the Horse, upon the terms and conditions stated herein.
- 2.2 Owner shall present to NC STATE a copy of a negative Coggins test, current within six months, prior to NC STATE accepting possession and custody of the Horse.
- 2.3 NC STATE shall take possession and custody of the Horse on _____, 20____, and terminate its possession and custody on _____, 20____.

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 NC STATE, in the opinion of Owner, ceases to maintain suitable boarding arrangements for the Horse; or
 - 3.1.3 If NC STATE 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 NC STATE 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 NC STATE the sum of \$_____ dollars per day for breeding.
- 4.2 Owner shall pay to NC STATE the sum of \$_____ dollars per day for training.
- 4.3 Owner shall pay to NC STATE 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 NC STATE'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 NC STATE certificates evidencing that such insurance is in effect and provides that the carrier shall give the Owner and NC STATE 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 NC STATE shall notify Owner, except in emergency situations, prior to having veterinary care provided for the Horse. NC STATE 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 NC STATE 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 NC STATE has contacted VTH and is unable to contact a licensed Veterinarian, NC STATE 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 NC STATE. Owner does hereby forever release and discharge NC STATE, its employees, agents or servants from all such claims, demands, injuries, damages or causes of action.
- 8.0 Choice of Law - This Agreement shall be governed by and construed under the laws of the State of North Carolina, which shall also be the forum for any lawsuits arising from or incident to this Agreement. Contractor consents to the exclusive personal jurisdiction and venue of the courts of North Carolina.
- 9.0 Access to Persons and Records - The State or NC STATE 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 North Carolina General Statute §147-64.7 and Session Law 2010-194, Section 21.
- 10.0 Personal Identifiers - If NC STATE provides the Owner with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information, Owner hereby certifies that collection of this information from NC STATE is necessary for the performance of Owner's duties and responsibilities on behalf of NC STATE under this Contract. Owner further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Owner for a period of at least five (5) years from date of violation. If Owner experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Owner's responsibilities under the NC Identity Theft Protection Act, Owner shall immediately notify NC STATE with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with NC STATE. Owner shall indemnify NC STATE for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC STATE data provided to Owner pursuant to the Contract.
- 11.0 Education Records - NC STATE has determined that Owner is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act ("FERPA"). If NC STATE provides the Owner with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, Owner hereby certifies that collection of this information from NC STATE is necessary for the performance of Owner's duties and responsibilities on behalf of NC STATE under

this Contract. Owner further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Owner for a period of at least five (5) years from date of violation. If Owner experiences a security breach relating to this information or if Owner re-discloses the information, Owner shall immediately notify NC STATE. Owner shall indemnify NC STATE for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC STATE data provided to Owner pursuant to the Contract.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this _____ day of _____, 20____.

North Carolina State University

Owner

Recommended by:

Project Coordinator

Date:

By: _____

Legal Name: _____

Address: _____

Authorized by:

Phone Number: _____

Director of Materials Management

Date:

ATTACHMENT A

WAIVER OF LIABILITY

I hereby certify that I am the owner of the Horse described in the contract dated _____, 20__ 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.

Owner

By: _____

Legal Name: _____

Date: _____