



## NORTH CAROLINA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

### FACILITIES USE AGREEMENT, LIABILITY RELEASE, AND WAIVER

This Agreement is made and entered into between the North Carolina Department of Agriculture & Consumer Services (referred to throughout as the “DEPARTMENT”) and \_\_\_\_\_ (referred to throughout as the “USER”) for sheltering horses at the Governor James B. Hunt Jr. Horse Complex, located at 4601 Trinity Rd, Raleigh, NC 27607 (“PROPERTY”), during Hurricane Florence.

1. USER agrees to pay the following emergency evacuation rate per stall:

1 day	\$17
2 days	\$20
3 days	\$23
4 days	\$26
5 days	\$29

\$3 per additional day per stall thereafter

2. USER is responsible for providing food, water, medical assistance, and any supplies needed for USER’S horses. USER is also responsible for feeding, watering, caring, restraining, and cleaning after USER’S horses.
3. The DEPARTMENT shall have no responsibility for providing food, water, medical assistance, or for the safety and security of any property belonging to USER. The DEPARTMENT shall also have no responsibility for feeding, watering, caring, restraining, or cleaning up after any horses that may be at the PROPERTY.
4. USER expressly releases and discharges the DEPARTMENT for any and all liabilities for any loss, injury, or damages to any of USER’S property. USER expressly waives any and all claims for compensation for any and all losses or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system, or electrical system leading to or on the demise of the PROPERTY.
5. USER agrees to be responsible for all damages to buildings, grounds, fields, and equipment caused by USER incident to the use of the PROPERTY. USER shall make no temporary or permanent modifications to the PROPERTY without the prior written consent of the DEPARTMENT.
6. The DEPARTMENT may terminate this Agreement at any time.
7. This Agreement is effective upon signing by both parties on page two.

8. The DEPARTMENT makes no warranty that the PROPERTY is safe or will survive any natural disaster. USER understands and agrees to use the PROPERTY at USER'S OWN RISK.

**DEPARTMENT REPRESENTATIVE**

\_\_\_\_\_  
(signature) (date)

**USER**

\_\_\_\_\_  
(signature) (date)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(phone number)

For Office Use:

Assigned to Stall(s) #:

If leaving trailer or vehicle, please list license plate #: