

Boarding Agreement

This horse boarding agreement is being entered into this _____ day of _____, in the year _____, by and Between Meadowdale Farms LLC, hereinafter referred to as 'Stable', providing services as an independent contractor located at 274 West Rebound Rd, Lancaster, SC 29720, and _____, hereinafter referred to as 'Owner', residing at (owner's address):

1. FEES, TERMS AND LOCATION

A. In consideration of \$550 (Pasture Board) or \$850 (Stall Board) per horse per month paid by OWNER on or before the 1st day of each month, STABLE agrees to board the herein described horse on a month to month basis commencing _____, 20___. Partial months boarding shall be paid on a pro-rate based on the numbers of days boarded in a standard 30 day month. These fees are a standard boarding rate, rate may change due to needs of the horse but will be discussed with owners before doing so.

B. Boarding fees paid after the 3rd day of the month subject to \$5 day per day late.

C. A fee of \$35 will be charged if a check is returned for insufficient funds.

D. In the event said payment is overdue by 30 days or more, Stable shall be entitled to exert a lien against said horse, and the owner's property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of South Carolina.

E. Additional Expenses: Owner is responsible for all additional costs, including but not limited to the cost of supplements, medicines, shavings, grains/pellets/concentrates or hay, (other than the standard feed provided by Stable), veterinary care (emergency and routine), hoof trimming/shoeing, teeth floating, full care services, training, giving of medications via orally or injection.

F. Monthly boarding / other fees are subject to change with a 30 day notice.

G. Either party may terminate board agreement with 30 days written notice.

H. In the event that the OWNERS horse shows signs of aggression or other dangerous behavior, STABLE can terminate this agreement immediately.

I. OWNER represents and warrants that they are the owner of horse, or that they have express authority of the owner of horse to enter into this agreement and to house horse with Stable. If the undersigned is not the owner of horse, the undersigned nonetheless agrees to be fully bound by the terms of this agreement, and liable for all sums hereunder.

J. Payments can me made via cash, check (to Savannah Parks), Venmo, or Zelle

K. Owner is responsible for any damage their horse does to the property (including but not limited to kicking hole in wall, chewing on wood, breaking crossties, breaking jumps outside of riding lessons)

L. Private turn out is limited and is subject to an extra charge.

M. More than one blanket change is subject to extra charges depending on how many blanket changes are needed.

N. Horses on stall rest or up 24/7 for what ever reason is subject to extra charge. Each day a horse is up in a stall if they are on pasture board is \$20 a day/night. Stalled horses up 24 hours is \$10 a day/night extra. This is due to extra shavings and stall cleaning (outside of if they are up from the weather)

2. DESCRIPTION OF HORSE TO BE BOARDED

Registered Name: _____

Barn Name: _____

Age: _____

Color/Markings: _____

Registration/Tattoo: _____

Gender: _____

Breed: _____

Insurance carrier, policy and phone number (if applicable): _____

Value of horse: _____

3. FEED, FACILITIES AND SERVICES

Stable agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper condition.

A. Stable agrees to provide a matted stall and bedding, that will be cleaned by Stable once daily or pasture only.

B. Horse will be provided with daily group/private turnout time, weather permitting (for stalled horses)

C. Horse will be fed twice daily; up to 3 pounds of grain, and 2 flakes of grass mix hay per feeding, round bales in pastures when needed. Stable will administer supplements provided by Owner at no extra charge, if over 1 Supplement owner is responsible for making pre-packaged baggies with all supplements in them.. If Horse requires a special hay or grain other than what is normally provided by stable, it must be purchased at Owners expense with no change of board price.

D. Stable has the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, horse refuses to move or becomes a danger

to itself or others. Further, if Horse becomes a danger to itself or others, Stable has the right to refuse to muck horse's stall or provide turnout time.

E. Stable will provide 1 blanket change per day at no additional charge. Stable will also apply fly spray or fly masks / sheets if needed, once per day at no additional charge. These items must be provided by Owner, and Owner must instruct stable to do so.

F. Hours of visitation: 9AM-10PM unless there is a vet emergency or horse show.

G. Owner has use of outdoor arena, stable, crossties, and tack room. Stall boarded horses have first use to inside crossties.

4. RISK OF LOSS

During the time that the said horse is in the custody of Stable, Stable 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 of Stable's premises. Owner fully understands and hereby acknowledges that Stable does not carry any insurance on any horse(s) not owned by Stable, including, but not limited to, such insurance for boarding or any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse, or for any other reason, for which the horse is in the possession of Stable, are to be borne by Owner.

5. HOLD HARMLESS

Owner agrees to hold Stable 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 Stable in defense of such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with stable.

6. EMERGENCY CARE

Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse, however, if Stable is unable to contact Owner in amount of time deemed reasonable by Stable, Stable is then authorized to secure emergency veterinary, and farrier care as deemed necessary by STABLE for the health and well-being of said horse. All costs of such care incurred shall be paid by Owner. Owner agrees that Stable is authorized, as Owner's agent, to arrange direct billing to Owner. If using barns vet or farrier, please state that. There is a fee for holding horse for vet if it is not a full barn scheduled visit. Fee will be determined per visit if owner is not able to make it to other appointments.

Current veterinarian(s) used by Owner: _____

Phone: _____

Current farrier(s) used by Owner: _____

Phone: _____

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse.

Owners Emergency Contact number(s) _____

Alternate Emergency Contact _____

Limits of Care:

If Stable is unable to contact Owner and emergency veterinary/farrier care exceeds \$ _____, Owner gives Stable permission to discontinue care and/or euthanize horse if veterinarian recommends it. Owner agrees that by leaving the limits of care section blank, Stable shall not put a limit on emergency veterinary care for the horse.

_____ **Owners Initials**

If this section is left blank, Stable shall assume there are no limits of care, and Owner will be responsible for ALL veterinary/farrier expenses.

7. MEDICAL HISTORY

Does horse have any of the following medical issues, if yes please explain:

Allergies: _____

Lameness: _____

Other: _____

8. DEWORMING AND SHOEING

Owner agrees to provide the necessary shoeing and deworming of the horse as is reasonably necessary, at Owner's expense. Owner agrees to have the horse dewormed and vaccinated on a regular schedule. If using the farms farrier- there is no extra fee to hold horses for them. There may be extra charges for hard to handle horses for farrier. Fee will depend on horse.

9. STABLE RULES AND REGULATIONS

Owner agrees to abide by all the rules and regulations of the stable. 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 guests and invitees according to these rules. Owner acknowledges the Rules include but are not limited to:

Stable Safety Rules

Notice of Required Release and Waiver for ALL riders

ASTM/SEI Certified Helmet must be worn by ALL riders when mounted

Statement of Applicable State Equine Liability Laws

Required Veterinary Care

Stable 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 Stable's sole discretion, of Owner or Owner's guests and invitees to abide by Stable Rules may result in Stable declaring Owner in default hereunder and result in termination of this Agreement.

10. PROPERTY IN STORAGE ON STABLE'S PREMISES

Owner may store certain tack and equipment on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage or disappearance of any tack or equipment taken to horse shows or clinics. Upon termination of this agreement Owner must remove all tack and equipment from the stable within the same day the horse leaves the property. Owner agrees that any tack or equipment left at the Stable after that day will become property of the Stable and will not be returned.

11. PROHIBITED ACTIVITIES

Owner, and Owners guests and agents agree to the following:

A.) They shall not feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact in any way with any other horse at Stable without permission of Stable or that horse's owner.

B.) They will not smoke or use any illegal substances while on Stables property.

C.) They will not mount any horse without an ASTM / SEI certified helmet. Owner and guests will sign a liability waiver before handling or riding any horse.

12. ASSIGNMENT

This Agreement may not be assigned by Owner without the express written consent of Stable.

13. NOTICE OF TERMINATION

Owner agrees that thirty (30) days written notice shall be given to Stable as to the termination of this Agreement. Stable agrees that thirty (30) days written notice shall be given Owner as to the termination of this agreement. In the event that the OWNERS horse shows signs of aggression or other dangerous behavior, STABLE can terminate this agreement immediately. There are no refunds on boarding.

14. LIMITATION OF ACTIONS

Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within 10 days of the date such claim or loss occurs.

15. RATE CHANGES

The changes of any rates by the Stable must be posted in a conspicuous or open place in Stable's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable. Stable must give 30 days notice for rate changes.

16. RIGHT OF LIEN

Owner is put on notice that Stable has and may assert and exercise a right of lien, as provided for by the laws of the State of South Carolina, for any amount due for the board and keep of horse and also for any storage or other charges due here under, and further agrees stable shall have the right, without process of law, to attach a lien to your horse after 30 days of non-payment or partial payment and Stable can then sell horse to recover its loss.

17. MEDIATION/ARBITRATION

In the event of any dispute or disagreement relating in any manner whatsoever to this Agreement the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action.

18. SPECIAL INSTRUCTIONS TO STABLE

This Agreement is subject to the laws of the State of South Carolina.

Owner's Signature

Date

Stable's Signature

Date