

BOARDING AGREEMENT

WITNESS THIS AGREEMENT this _____ day of _____, 20____ made and entered into by and between _____ (hereinafter referred to as "Horse Owner") and Pine Tree Stables.

This agreement concerns the horse described as following:

Name: _____
Age: _____ Sex: _____ Color: _____

Pine Tree Stables agrees that it shall, in consideration of the payment identified in paragraph 3 hereinafter, board the horse in a stall or pasture and feed, water, and care for the horse in a good faith. In addition Pine Tree Stables shall provide discretionary turn-out for stall boarders. The standard services included in board and additional charges are detailed in the Rate Schedule attachment, and are subject to change at Pine Tree Stables' discretion.

In consideration for the services rendered by Pine Tree Stables, Horse owner hereby agrees to pay Pine Tree Stables \$_____ per month payable on the first day of each month in advance. If said amount is not paid by the FIFTH day of each month, Horse Owner agrees to pay a \$25.00 late charge for each day late. Horse Owner agrees to pay \$200 each month for a training package. The training package can be used for one lesson or one training ride per week. The training package can be upgraded.

Horse Owner hereby acknowledges that Pine Tree Stables is entitled to a lien against the boarded horse for the value of the services rendered and that Pine Tree Stables shall be entitled to enforce said lien according to the law of the State of South Carolina.

Horse Owner and Pine Tree Stables mutually agree that in the event any of the horses covered by this Agreement shall require the services of a veterinarian, Pine Tree Stables will immediately contact the Horse Owner. In the event the Horse Owner cannot be reached at that number, South Carolina Equine/Camden Veterinary is hereby authorized to give necessary treatment. Should they be unavailable another licensed veterinarian shall be called. Pine Tree Stables will authorize veterinary treatment according to the Horse Information Sheet completed by Horse Owner.

Horse Owner agrees to pay any and all fees charged by said veterinarian. All horses shall be maintained on Pine Tree Stables' preventative medicine program. The program shall include but not be limited to vaccinations, de-worming, and maintaining a current negative test for Equine Infectious Anemia.

In addition, horse will be maintained on Pine Tree Stables' farrier schedule. Horse Owner will assume all costs of said farrier services for the horse and pay the farrier directly. If Horse Owner does not pay farrier bills at time of service, Pine Tree Stables will charge a 10% financing fee to cover any unpaid bills. If Horse Owner wishes to use an alternate farrier, Horse Owner agrees to make all arrangements for the periodic shoeing of the horse and hereby agrees to assume all costs of said farrier services for the horse.

Pine Tree Stables agrees to maintain the property and update equipment to the industry standard, This includes arena maintenance, fence maintenance, fan replacements, and machinery maintenance. However, if a boarder;s horse is directly responsible for damage (repetitive wall or fence kicking, fan destruction, fence destruction, or trailer destruction) the owner will be responsible for the damage.

Pine Tree Stables does not authorize boarders to have dogs on the property and is not liable for any lawsuits related to guest dogs.

Any and all written notices required to be sent to the Horse Owner shall be delivered to the following

Address: _____

Telephone: _____ Email _____

Horse Owner hereby relieves Pine Tree Stables of the duty of exercising extraordinary care with respect to the horse covered by this agreement.

Furthermore, the horse owner hereby releases Pine Tree Stables, its instructors, agents, employees, executors, heirs, and administrators from any and all claims, cause of action-whether now existing or hereafter accruing or maturing at any time-in any way related to the use of Pine Tree Stables by Rider except Pine Tree Stable's gross negligence or intentional acts. The term Rider shall mean not only Horse Owner, but also any minor of Horse Owner and also any person who uses Pine Tree Stables with permission of Horse Owner. The Horse Owner fully understands that he or she uses the facilities of Pine Tree Stables at his or her own risk. The Horse Owner hereby agrees to hold and save Pine Tree Stables, its instructors, agents, employees, executor, heirs, and administrators harmless from each and every claim, demand, liability or other obligation which may arise or be connected with loss, injury, or damage to the Rider relating to the use of Pine Tree Stables. The Horse owner agrees and covenants never to bring any action at law or equity against Pine Tree Stables its instructor, agents, employees, executors, heirs, and administrators on behalf of the Horse Owner or on behalf of a Rider, whether a minor or an adult arising from or relating to any injury, damage, or other loss suffered by Rider, and connected with the use of Pine Tree Stables' horses, equipment or facilities; and the Horse Owner shall defend Pine Tree Stables, its instructors, agents, employees, executors, heirs, and administrators against any such actions brought by any other person with respect to Rider's use of said horses, equipment, or facilities and shall indemnify Pine Tree Stables, its instructors, agents, employees, executor, heirs, and administrators, for anything for which Rider is responsible either alone, jointly or severally.

Horse Owner may store certain tack and equipment on the premises in designated storage space at Horse Owner's risk. Pine Tree Stables shall not be held responsible for theft, loss, or damage to any tack, equipment, or property stored on premise.

Horse owner hereby agrees to abide by the rules and regulations of Pine Tree Stables as amended from time to time.

This agreement-together with the rules and regulations referred to herein-constitute the entire agreement between parties hereto and there are no other agreements between the parties hereto except as expressly set forth herein.

This agreement may be changed or terminated with a 30 day written notice. If 30 days notice is not given, Horse Owner is still responsible for the full 30 days of board from date of notice. If any term or provision hereof is illegal invalidity shall not affect the validity or enforceability of the remainder of this agreement.

This agreement shall be governed and interpreted exclusively by and under the law of the State of South Carolina.

WARNING! Under South Carolina Law, an equine activity sponsor or professional shall not be liable for any injury or the death of a participant in equine activities resulting from the inherent risk of equine activities. Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

Horse Owner or Authorized Agent
(Print Name)

Horse Owner or Authorized Agent
(Signature)

Date: _____