

~ STAR RIDGE ~
BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration, the receipt of which is hereby is hereby acknowledged, is entered into the _____ day of _____ 200__ by and between Star Ridge Stables, LLC, (hereinafter referred to as "STABLE"), providing services as an independent contractor, located at 668 Honeysucker Road, Hardeeville, South Carolina and (Owner's name) _____ residing at (Owner's address) _____, hereinafter referred to as "OWNER". These parties warrant that they have the right to enter into this AGREEMENT and agree as follows:

I. FEES AND TERM

In consideration of \$ _____ per horse per month paid by OWNER in advance on the First day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis commencing , _____ 200___. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30-day month. Owner shall also pay a deposit of \$ _____ equal to one month's board at the time this agreement is signed. This deposit will be applied toward damages, unpaid services or as partial last month board fee when Owner gives STABLE 30 days written notice of intent to leave.

Late Fees: Boarding fees paid between the third and fifth day of the current month due will be subject to a late fee of \$35.00. Fees received after the fifth of the current month will be subject to an additional \$25.00 late fee for every additional 5 days the payment is late. The \$25.00 every 5th day late fee will continue to accrue until payment is received. At 30 days delinquent, Owner will be asked to leave if alternative arrangements have not been made.

Returned Checks: A \$45.00 fee will be charged on all returned checks.

2. RENT ADJUSTMENTS

A. Increases in CPI:

Effective on the first day of each January while this Lease remains in effect, the Monthly Rent shall be increased by multiplying the previous lease year's Monthly Rent by the percentage increase, if any, by which the Consumer Price Index ("CPI") published for the month of December of the preceding calendar year shall exceed the price index for the previous December. For purposes of this Section, "Consumer Price Index" shall mean the "United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, U.S. City Average for all Urban Consumers, Seasonally Adjusted, All Items (1982 - 84 =100)", or any successor Index. (For example, effective January 1, 2007, the Monthly Rent would be increased by the increase in the CPI comparing the month of December, 2005 and December, 2006. If the Index in December of 2002 is 3.8% higher than that in effect for December of 2001, the Monthly Rent would be increased by 3.8% for the upcoming year.) PROVIDED, HOWEVER, in no event during any lease year shall the rent escalation exceed five percent (5%), and provided further that in the event the CPI decreases from the Consumer Price Index for the previous December, there shall be no decrease in the previous year's Monthly Rent.

B. Other reason for board increase:

Price increase to any product or service that is provided to the STABLE that is then passed on to the OWNER (For example but not limited to, hay, feed, shaving, delivery fee. gasoline)

3. DESCRIPTION OF HORSE (S)

Name: _____

Age: _____

Color: _____

Registration or tattoo number: _____

Sex: _____

Breed: _____

(collectively “horse” or “Horse”)

4. FEED AND FACILITIES

STABLE agrees to provide the following: grain feeding twice a day, hay, daily turnout (weather permitting), and stall maintenance.

Additional supplements such as, vitamins, Biotin etc. can be provided at an additional charge.

Individual turnout, blanketing, booting and a summer fan can also be provided at an additional charge.

Refer to the current brochure or price sheet for other services offered and their additional charges.

5. ROUTINE FARRIER AND VETERINARY CARE

If the OWNER chooses to use the services offered by the “in house” farrier and veterinary, the STABLE will provide the necessary routine farrier and veterinary care of the horse as is reasonably necessary. Such expenses shall be the obligation of OWNER.

OWNER agrees to keep said horse(s) on the farm schedule for vaccinations and worming and a copy of an up-to-date coggins must be on file with the manager.

Each horse will be administered a paste wormer upon arrival to STABLE and the fee for which will be added to the first month’s boarding fee.

Upon arrival of horse to STABLE, proof of current vaccinations is required.

A copy of a current negative Coggins must also be provided for the management.

Tetanus and West Nile vaccines will be administered every six months. Flu/Rhino vaccines will be administered every three to four months. Strangles (fall) and Rabies (spring) once yearly. Or otherwise directed by veterinarian.

Worming is done monthly, unless said horse is on a daily wormer. STABLE will administer worming and the fee will appear on Owners monthly board bill.

A negative current Coggins test is required for all horses.

6. RISK OF LOSS

During the time that the horse (s) is/ are 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 in STABLE's care.

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(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse(s), or for any other reason, for which the horse (s) is/are in the possession of STABLE, are to be borne by OWNER.

7. HOLD HARMLESS/INDEMNIFICATION

OWNER agrees to hold STABLE, its members, officers and employees harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone or to any property of any kind, including other horses. In addition, Owner shall indemnify STABLE and its members, officers and employees from any claims, causes of action, or demands of third parties resulting from such claims and agrees to reimburse STABLE for any damages, expenses or expenses incurred by STABLE resulting from said claims, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

8. EMERGENCY CARE

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number (____) _____, should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely at the discretion of STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, by any providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER. STABLE is authorized as Owner's agent to arrange billing to the Owner. The Owner hereby authorizes STABLE to spend up to, but no more than, \$_____.00 (_____) for emergency care if the Owner is unavailable.

Insurance Information:

If your horse is insured, a copy said horse(s) policy must be on file with STABLE.

Insurance Company Name: _____

Agent Name: _____

Phone Number: _____

Policy Number: _____

9. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, as amended for time to time, 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;
- STABLE Hours of Operation;
- Signed Required Release and Waiver;
- Statement of Applicable state equine liability laws;
- Provide a copy of current Coggins to STABLE at all times;
- 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.

OWNER has received a copy of the BARN RULES AND REGULATIONS. OWNER has read and agrees to abide by all barn rules. _____(OWNER Initials)

10. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 9, STABLE Rules. In the case of a default by one party, the prevailing party in any litigation shall have the right to recover reasonable legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default. Except in the event of a failure in payment of monies due by Owner to STABLE, there shall not be deemed a default until a notice is sent to the party in breach of this Agreement setting forth the specifications of said breach and the specific action to cure said breach. If said breach is not cured within seven (7) days after said notice, a default is deemed to exist.

II. ASSIGNMENT

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE. The STABLE may assign this Agreement.

12. NOTICE OF TERMINATION OR BOARD TYPE CHANGE

OWNER agrees that thirty (30) days WRITTEN NOTICE shall be given to STABLE as to the termination of this AGREEMENT .

STABLE agrees that a minimum seven (7) days VERBAL NOTICE shall be given to OWNER as to the termination of this agreement.

OWNER agrees that thirty (30) days WRITTEN NOTICE shall be given to STABLE if OWNER wishes to change the type of board he/she is receiving. OWNER also agrees to pay the \$85.00 transfer

fee to change boarding types. The transfer fee and thirty (30) days written notice shall be waived if OWNER is upgrading his/her boarding type. If OWNER is upgrading his/her boarding type, only a five (5) day written notice is required.

13. 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 South Carolina for any amount due for the board and keep of horse (s), for any storage or other charges due hereunder , as well as attorney fees and costs due and owing . OWNER further agrees STABLE shall have the right to attach a lien the horse (s) after two (2) months of non-payment or partial payment, or for any other monies due under this Agreement which have not been timely paid , and STABLE can then sell the horse (s) to recover its loss after giving a ten (10) day notice to OWNER.

15. SPECIAL INSTRUCTIONS TO STABLE

16. BINDING AFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the parties hereto and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written, among the parties hereto relating to the transactions contemplated hereby or the subject matter herein. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing signed by the party against whom or which the enforcement of such change, waiver, discharge or termination is sought.

18. SEVERABILITY

Except to the extent that such unenforceability would deprive either party of the substantial value of its bargain, if any court shall determine that any aspect of this Agreement is unenforceable, it is the intention of the parties that is shall not thereby terminate, but shall be deemed amended to the extent required to render it valid and enforceable and such provision shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

19. GOVERNING LAW

This agreement is governed by the laws of the State of South Carolina.

20.

WARNING!

Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from the inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

20. WAIVER OF JURY TRIAL

THE PARTIES HERETO AGREE TO WAIVE THE RIGHT TO REQUEST OR DEMAND A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT AND AS TO ANY CLAIM OF ANY KIND RELATING TO THE HORSE(S) .

Executed at _____ on the date first set forth above.

STABLE :

By: _____

Its: _____

OWNER

By: _____

(OWNER'S SIGNATURE, If Owner is under the age of 18, Parent/Guardian must sign)

Owner's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: Day: _____

Evening: _____

Cell: _____

Vet Name and Number: _____

Farrier Name And Number: _____

Other: _____