

~ STAR RIDGE ~
LESSON AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of, _____ 200__ made by and between Star Ridge Stables, LLC, hereinafter referred to as “STABLE”, providing services as an independent contractor, located at Rose Hill Plantation, Bluffton, South Carolina and

(Rider’s name) _____

residing at (Rider’s address) _____ ,

hereinafter referred to as “RIDER”. If RIDER is under the age of 18 than parent or legal guardian is responsible for the conditions of this AGREEMENT. These parties warrant that they have the right to enter into this AGREEMENT .

In consideration of lesson cost Rider agrees that payment is due at the start of each session. STABLE agrees to teach lessons to RIDER on a session to session basis commencing, _____, 200_____. The length of this AGREEMENT shall follow the length of the current lesson session, as stated in the current Star Ridge lesson flyer. This AGREEMENT will automatically renew with each new lesson session until the RIDER or STABLE terminates this AGREEMENT in accordance with this AGREEMENT.

Partial session shall be paid on a pro-rata basis based on the number of weeks in the current session. If the entire session is paid in full on the first class of the session a discounted rate will be given for the session. If payment is not made in full on the first class day then no discount will be given and half of the session fee must be paid at the start of the first lesson and the remaining balance is due within 15 days. If STABLE does not receive payment in full within 15 days of the start of the current or new session then the RIDER will not be allowed to continue to participate in the weekly lessons. Once STABLE has received full payment then the RIDER will be allowed to resume with the weekly lessons. If, however, RIDER has missed any lessons due to the lack of full payment, RIDER will not be reimbursed for missed lessons or be allowed to make-up missed lessons.

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 other party shall have the right to recover 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 fifteenth day of the lesson session and immediately in the event of termination. Failure to make any payment by said due date shall place RIDER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

This AGREEMENT may not be assigned by RIDER without the express written consent of STABLE.

RIDER agrees that thirty (30) days **WRITTEN NOTICE** shall be given to STABLE as to the termination of this AGREEMENT. RIDER agrees that thirty (30) days **WRITTEN NOTICE** shall be given to STABLE if RIDER is not going to continue in the lesson program during the next lesson session.

STABLE agrees to give RIDER the cost of the new session thirty (30) days prior to the start of the new session. The charges for lessons will be stated in the barn flyer prior to each session.

RIDER hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. RIDER 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. RIDER 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;

STABLE may revise these Rules from time to time and RIDER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of RIDER or RIDER's guests and invitees to abide by STABLE Rules may result in STABLE declaring RIDER in default hereunder and result in termination of this AGREEMENT.

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

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 equine activities resulting from the inherent risk of equine activities, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of South Carolina.

Executed at _____ on the date first set forth above.

By: _____

STABLE

By: _____

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

Responsible Party's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: Day: _____

Evening: _____

Cell: _____