



Boarding Agreement THIS AGREEMENT, for good and valuable consideration, the receipt of which is hereby acknowledged, is entered into the _____ day of _____, 20____, by and between Trotter Ranch, LLC (hereinafter referred to as “TR”), providing services as an independent contractor, located at 2003 United Drive, Huger, SC and _____ (hereinafter referred to as “Owner”), residing at _____, (Owner’s address).

These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES AND TERM In consideration of \$_____ per horse per month for stall/pasture board paid by OWNER in advance on the FIRST day of each month, TR agrees to board the herein described horse(s) on a month to month basis, commencing _____, 20____. Partial months boarding shall be paid on a pro-rata basis based on a 30 day month.

Late Fees: Boarding fees paid after the 5th day of the month will be subject to a late fee of \$50.00. Fees received after the 10th of the month will be subject to an additional late fee of \$100.00 for every additional 5 days the payment is late, which fee will continue to accrue until payment is made. At 30 days delinquent, Owner will be asked to leave if alternative arrangements have not been made.

2. DESCRIPTION OF HORSE(S)

Name: _____ DOB: _____ Sex: _____
Color: _____ Breed: _____
Registration Number: _____
Brand: _____
Location: _____

3. FEED AND FACILITIES: TR agrees to provide the following in addition to normal and reasonable care and handling to maintain the health and wellbeing of the horse(s): Quality grain and hay feeding twice a day. For stall boarded horse(s), daily turnout (weather permitting)

and stall Board also includes ordering and feeding supplements, paste wormer, blanketing, booting, fly spray, etc at additional charge.

4. ROUTINE FARRIER AND VETERINARY CARE: TR will arrange routine farrier and veterinary care of the horse(s). EXPENSES FOR THE FARRIER AND VETERINARIAN ARE THE OBLIGATION OF THE OWNER. Owner agrees to keep the horse(s) on the farm schedule for vaccinations and worming and a copy of a current negative Coggins test MUST be on file with TR. We require a series of vaccinations in the spring and fall of each year. Strangles vaccines are required (on a need as basis) once a year. All new horses must show proof of vaccines and a copy of their negative coggins PRIOR to arrival.

5. RISK OF LOSS During the time that the horse(s) is/are in the custody of TR, TR 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 on TR's premises. OWNER fully understands and hereby acknowledges that TR does NOT carry any insurance on any horse(s) not owned by TR, 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 related to boarding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of TR, are to be borne by OWNER.

6. HOLD HARMLESS/INDEMNIFICATION: OWNER agrees to hold TR, its members, officers and employees harmless from any claim resulting from damage or injury caused by said horse(s), OWNER, or his guests and invitees, to anyone or to any property of any kind, including other horses. In addition, OWNER shall indemnify TR 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 TR for damages or expenses incurred by TR resulting from said claims, including but not limited to legal fees and/or expenses incurred by TR in defense of such claims.

7. LIABILITY INSURANCE

OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and TR from any and all claims arising out of or relating to this AGREEMENT.

8. EMERGENCY CARE TR agrees to attempt to contact OWNER at the following emergency telephone number(s) _____, should TR feel that medical treatment is needed for said horse(s). In the event TR is unable to contact OWNER within a reasonable time, which time shall be judged and determined solely at the discretion of TR. TR is then hereby authorized to secure emergency veterinary care and/or blacksmith care, by any providers selected by TR. The cost of such secured care shall be due and payable by OWNER. TR is authorized as OWNER'S agent to arrange direct billing to OWNER. If direct billing is not possible, OWNER agrees to reimburse TR within 15 days of billing. The OWNER hereby authorizes TR to spend up to, but no more than, \$_____ for emergency care if OWNER is unavailable.

9. TROTTER RANCH RULES OWNER hereby acknowledges receipt and understanding of the current TR 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 by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. TR may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as the current Rules. Failure, as determined in TR'S sole discretion, of OWNER or OWNER'S guests and invitees to abide by TR Rules may result in TR declaring OWNER in default hereunder and result in termination of this AGREEMENT.

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, TR 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 the default. Any payment due TR under this AGREEMENT shall be due and payable by the 1st day of the month and immediately in the event of termination. Failure to make payment by said due date shall place OWNER in default hereunder. Acceptance by TR 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 TROTTER RANCH, there shall not be deemed a default until a notice is sent to the party in breach of this AGREEMENT setting forth the specification 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.

11. ASSIGNMENT This AGREEMENT may NOT be assigned by OWNER without the express written consent of TR.

12. NOTICE OF TERMINATION OWNER agrees that thirty (30) days written notice shall be given to TR as to the termination of this AGREEMENT.

13. RIGHT OF LEIN OWNER is put on notice that TR 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(s) or other charges due hereunder, as well as attorney fees and costs. OWNER agrees TR shall have the right to attach a lien to 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 TR can then sell the horse(s) to recover its loss after giving a ten (10) day notice to OWNER.

14. SPECIAL INSTRUCTIONS TO TROTTER RANCH —Please note that certain special instructions are subject to additional monthly charges.

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15. 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.

Trotter Ranch, LLC, 2003 United Drive, Huger, SC 29450

By: Christopher Neary (Owner Operator)

Signature: _____

Date: _____

OWNER: _____

Signature: _____

Date: _____

Parent/Guardian: _____

** (Parent/Guardian Signature is required if owner/rider is under the age of 18) **