

Boarding Agreement

This Agreement is made _____, between SPS Farm, Inc. located at 307 Hamburg Road, Easley SC, 29640 and _____ residing at _____, owner of the horse described in Section 2.

1. Fees

- a. In consideration of \$_____ Dollars per horse per month paid by Owner in advance on the first day of each month, the stable agrees to board said horse beginning _____.
- b. Options to the basic fee paid in the same timely fashion are available as listed below. Each additional requested service must be circled and initialed by the Owner. The options can be changed at any time Stable receives written notice from Owner. The fees are subject to change given 30 days written notice by Stable.

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____
4. _____ \$ _____
5. _____ \$ _____

2. Description of the Horse

Name _____
Age _____
Color _____
Breed _____
Sex _____
Size _____
Registration/Tattoo # _____

3. Turn-out

If no options are chosen, the Owner will be expressly responsible for all exercise and it is understood that the horse will (will not) be turned out.

4. Standard of Care

- All care is provided by the Owner

OR

- Farm agrees to provide normal and reasonable care to maintain the health and well-being of said horse.
- Optional Special Instructions

- a) _____
- b) _____
- c) _____

d) _____
e) _____

5. **Risk of Loss/Hold Harmless**

Equine Activity Liability Law of South Carolina State Law states the following: 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 an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of the Title 47, Code of Laws of South Carolina, 1976.

6. **Indemnity**

Owner agrees to hold Stable harmless from any claim caused by said horse(s) and agrees to pay legal fees incurred by the Stable in defense of a claim resulting from damage by said horse(s).

7. **Emergency Care**

If medical treatment is needed, Stable will call Owner. In the event Owner is not reached, Stable has the authority to secure emergency veterinary and/or blacksmith care. However, Stable has no responsibility to pay for such emergency care. Owner is responsible to pay all costs relating to this care. Stable is authorized to arrange billing to the Owner, but Owner must make such arrangements with veterinarian and clinic in advance.

8. **Shoeing and Worming**

Stable agrees to implement a shoeing and worming program consistent with recognized standards. Owner is obligated to pay the expenses of such services directly the farrier and/or Stable as the case may be.

9. **Ownership – Coggins Testing and Vaccinations**

Owner warrants that he owns the horse and will provide, prior to the time of delivery, proof of a negative Coggins test and vaccinations.

10. **Termination**

Either party may terminate this agreement. In the event of a default, the wronged party has the right to recover attorneys' fees and court costs, resulting from this failure of either party to meet a material term of this agreement.

11. **Notice**

Owner agrees to give Stable thirty (30) days notice to terminate this agreement. The Owner cannot assign this agreement unless the Stable agrees in writing.

12. **Right of Lien**

Stable has the right of lien as set forth in the law of the State of South Carolina for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

13. **Governing Law**

This agreement is subject to the laws of the State of South Carolina. Any legal action must be taken in Pickens County. The parties have executed this Agreement on this _____ day of _____

(year).

14. Entire Agreement

This constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by both parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by both parties.

STABLE

Signed by:

Address

Phone

OWNER

Signed by:

Address

Phone
