



Exhibit "D"

Longfield Stables Equestrian Center **General Rules**

- Hours of operation are from 8AM to 8PM, seven days a week. The stables will be staffed from 6:30am-8:00pm. Boarders may access the barn until 9:30pm. If you are here after staffing hours, please make sure all barn and arena lights/fans are turned off prior to leaving.
- All persons, parents or guardians must sign the proper release forms required by Longfield Stables Equestrian Center ("Longfield Stables") before handling, mounting, or riding.
- Longfield Stables has a zero tolerance policy for any type of improper conduct, including but not limited to verbal or physical abuse, threatening behavior, inappropriate sexual advances, unlawful or unwelcome harassment, theft or inappropriate removal or possession of property, and any other conduct deemed by Longfield Stables management, in its sole discretion, to be improper or likely to endanger the safety, harmony or good reputation of clients, guests, Longfield Stables or its staff. Improper conduct, as determined in the Stable's sole discretion, by clients, guests, private trainers, service providers, etc. may result in immediate termination of any and all contracts and or relationships between such person and Longfield Stables.
- Clients are responsible for the conduct of their guests, including but not limited to family members, significant others, trainers, ferrriers, veterinarians, or others entering Longfield Stables at the direction of the client.
- Children under the age of thirteen (13) must be accompanied by an adult.
- All clients and guests are responsible for maintaining a clean and safe environment at Longfield Stables. Please put away all personal items when not in use, and promptly clean up manure, hair, and shavings from grooming/wash stalls, and riding areas.
- All dogs visiting Longfield Stables must be kept on a leash at all times. Dogs may NOT be unattended at any time. Dogs shall not be left in a stall or tied in any location at Longfield Stables. If a dog is misbehaving and creating a disturbance, the handler/owner of the dog will be asked to immediately remove the animal from the Longfield Stables grounds.
- All clients medicating, wrapping, or changing the care of their horse(s) must advise management of such medicating, wrapping or changing of care. This information must be submitted in writing. Service/care request forms are located in the feed room in the main barn. This form must be filled out and placed in the feedroom. Please also verbally notify management of care request. This policy applies to both one time adjustments to care (ie. Holding feed, change in daily turnout, handwalking); as well as long term changes or adjustments to care or services.
- Any specialty care requested of Longfield Stables, such as but not limited to, physical rehabilitation for injuries, specialty feedings, administering medications and bandaging must be directed in writing by a veterinarian. Longfield Stables requires a copy of the veterinarian's report, including diagnosis and care directive, to be on file prior to any specialty care being administered by Longfield Stables. This directive must be on file, along with the appropriate Service/Care request form.



- Please notify management of any wounds, scrapes, cuts, or lameness found on horse. The degree of injury, along with date, time and action taken should be documented immediately.
- No minors may administer medication or dressings unless directly supervised by a parent or guardian.
- Please do not give treats to any horse(s) other than your own.
- Please do not leave your horse unattended in grooming or wash stalls.
- NO SMOKING is allowed in or around barns and riding areas.
- Close all gates behind you in paddocks, pastures, and riding areas.
- Notification to management of any private appointments you wish to schedule with personal trainers, veterinarians, and/or farriers is required. If you are not onsite to handle your horse for these appointments, you will be billed for a handling fee.
- All private trainers ("Private Trainer") visiting the property at the request of an Owner (as such term is defined in the Longfield Stables Equestrian Center Boarding Agreement) or any other temporary guest of Longfield Stables to perform equestrian services, shall be treated as a guest or invitee of such Owner and/or temporary guest. If applicable, Owner and/or temporary guest shall be responsible for ensuring that the Private Trainer abides by the terms and conditions of these Longfield Stables General Rules (the "Stable Rules") as well as the Private Trainer Rules, which are attached hereto as **Exhibit 1**. The Private Trainer Rules must be acknowledged and executed by all parties before the Private Trainer shall be permitted on the Longfield Stables property.
- Anyone providing professional services to clients at Longfield Stables, such as but not limited to veterinarians, farriers, massage therapists, coaches, trainers and Private Trainers, must submit proof of insurance with proper coverage amounts to the Longfield Stables office prior to working with horse and/or rider. (Please inquire with the manager regarding coverage amounts.) Providers may not provide any services that compete with services offered by Longfield Stables, other than lessons and training as approved by Management.
- Longfield Stables does not allow abusive training practices, such as but not limited to, poling, excessive spurring, any action that causes bleeding, excessive exercise or overheating.
- All minors are required to wear a helmet when mounted.
- Cell phone usage is strongly discouraged while mounted.
- When riding, always pass oncoming horses to your left. Please yield to riders schooling advanced movements on the flat or over fences.
- Please be respectful of fellow riders in the arena. Do not block other riders by stopping to "chat" on the rail to visitors.
- When going on a trail ride or schooling on the Cross Country Course, riders should notify management. It is helpful to provide your general direction and estimated ride time.
- Safety vests and helmets are required by all riders on the Cross Country Course.
- On the Cross Country Course and Event Field there is a maximum of three (3) attempts per jump or complex, including a maximum of two (2) refusals. If your horse stops twice at a jump or complex you



must move on. One skidding stop damages the turf more than multiple take offs. If you have difficulty at a jump or complex and there is damage that needs to be repaired, please notify management.

- Riding after dark is only permitted inside the lighted, covered arena.

I hereby acknowledge I have read and understand these General Rules and I agree to abide by such rules. I also understand the violation of these General Rules may result in penalties up to and including restriction of guest access to Longfield Stables and the termination of my Boarding Agreement with Longfield Stables, at the discretion of the Longfield Stables management.

Print Name: (Client/Owner)

Date

Print Name: (Private Trainer)

Date



"Exhibit 1"

Longfield Stables Equestrian Center **Private Trainer Rules**

- Any services performed by and fees paid to the Private Trainer shall be between the Owner and/or temporary guest arranging such services and the Private Trainer. These services shall not involve any contract to perform services on behalf of or in conjunction with Longfield Stables.
- Services provided shall be limited to lessons and training only. All exercising, hand walking, lunging, grooming, etc. shall be provided by Longfield Stables.
- Private trainers shall maintain a professional appearance, and dress appropriately for the discipline being instructed.
- On occasions where multiple lessons are being conducted in the same area, instructors will work professionally to ensure equal use of the arena or riding area. Crowding out or unprofessional behavior toward other instructors will not be tolerated. Clients riding their own horses should be warmly welcomed to use the arena while lessons are being conducted and proper arena and riding etiquette should be practiced by all parties.
- Private trainers should immediately alert Stable management of any issues with equipment, horses or facility.
- Longfield Stables shall provide the Private Trainer with a complete copy of the Stable Rules, and Trainer shall agree to abide by the terms and conditions set forth in the Stable Rules by signing such document. The Stable Rules obligate the Private Trainer to provide a certificate of appropriate insurance coverage upon request by Longfield Stables.
- Longfield Stables reserves the right to charge a fee to the Private Trainer for services performed on the property on behalf of the Owner and/or temporary guest. The following fees shall be charged by Longfield Stables:

\$15 per rider/horse per lesson/training session (Training sessions include ground work, under saddle training, trailer training, etc.
- Longfield Stables reserves the right to terminate the rights of the Private Trainer to access and/or enter the Stable property at any time in its sole discretion for any legitimate and/or reasonable business purpose. Private Trainer agrees to maintain a positive, professional demeanor and will continually strive to provide exceptional customer service to clients and guests of Longfield Stables and Palmetto Bluff.
- In exchange for Longfield Stables' willingness to permit the Owner and/or temporary guest to bring the Private Trainer to the Stable property, and as consideration for Private Trainer's opportunity to access and utilize the Stable property for such purposes, the Private Trainer must agree to abide by the following provisions concerning non-solicitation and non-disclosure of confidential information:



A. NON-SOLICITATION OF PERSONNEL AND CLIENTS. During any period of service by the Private Trainer on behalf of Owner and/or any other temporary guest, and for a period of two (2) years following termination of Private Trainer's services, the Private Trainer shall not, directly or indirectly, solicit or induce, or attempt to solicit or induce, (i) any employee of the Stable to leave employment with the Stable for any reason, or (ii) any client, customer, property owner and/or member of the Stable to terminate its business relationship with the Stable, or (iii) any new or additional business from current clients or property owners of Longfield Stables and/or Palmetto Bluff.

B. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.

i. For purposes of this Agreement, Confidential Information refers to any information that has been developed or obtained by, or disclosed to, Private Trainer in connection with services performed on behalf of an Owner and/or temporary guest at any time. Confidential Information shall mean all information that derives economic or other commercial value from not being generally known to, or not being readily ascertainable by proper means by, another person who might obtain economic or other commercial value from its unauthorized disclosure or use and which is the subject of efforts that are reasonable under the circumstances (including the use of agreements, such as this Agreement, to restrict disclosure or use) to maintain its confidentiality, including, without limitation, the following: the Stable's client and/or customer lists, including, but not limited to, Longfield Stables' property owners and members; contact information for any of the Stable's clients, customers, property owners and/or members; pricing information including boarding, training and/or other equestrian costs and fee schedules; travel and/or training schedules of Longfield Stables' employees, property owners, members, and others; operational expertise, financial and tax data, employee information including any employee handbook and/or policy manual, payroll information, vendor lists, inventory procedures and status, quality control procedures, quality control records and issues, plans for projects and future projects, sales and marketing materials and methods, and marketing strategies and information. Confidential Information shall not include such information as is generally known in the public domain in the same accumulated form possessed by the Stables.

ii. Private Trainer acknowledges that: (1) the Confidential Information is the property of the Stable; (2) the use, misappropriation, or disclosure of the Confidential Information would constitute a breach of trust and could cause irreparable injury to the Stable; and (3) it is essential to the protection of the Stable's good will and to the maintenance of the Stable's competitive position that the Confidential Information be kept secret and that Private Trainer not disclose the Confidential Information to others or use the Confidential Information to Private Trainer's own advantage or the advantage of others.

iii. Private Trainer agrees to hold and safeguard the Confidential Information in trust for the Stable, its successors and assigns, and agrees that Private Trainer shall not, without the prior written consent of the Private Trainer, directly or indirectly, use, or assist anyone to make use of, disclose, or make available to anyone for use outside the Stable's organization the Confidential Information, whether or not developed by Private Trainer, except as required in the performance of Private Trainer's services for the Owner and/or temporary guest. These restrictions shall apply to the Private Trainer at all times, both during Private Trainer's performance of services at the Stable and subsequent to the termination of Private Trainer's services for any reason. These restrictions shall be in addition to and not in limitation of the rights of the Stable under the South Carolina Trade Secrets Act or any similar law



protecting trade secrets and confidential business information. These restrictions shall not prohibit disclosure of Confidential Information to a court or governmental agency to the limited extent required pursuant to an applicable law, regulation, or order of a court of competent jurisdiction, after notice to the Stable.

iv. Upon the termination of Private Trainer's services by Owner or temporary guest for any reason, Private Trainer shall promptly deliver to the Stable any and all documents, materials, equipment or any other items in Private Trainer's possession concerning the Stable and/or its clients, customers or personnel, and any and all other documents or materials containing or constituting Confidential Information, including but not limited to all correspondence, manuals, letters, customer, client and/or medical provider lists, pricing information, notes, notebooks, reports, flow-charts, programs, and proposals, and any copies thereof.

C. REASONABLENESS OF RESTRICTIONS.

i. Private Trainer has carefully read and considered the above Paragraphs and, having done so, agrees that the restrictions set forth in those Paragraphs, including, but not limited to, the time period and scope of restriction are fair and reasonable and are reasonably required for the protection of the legitimate business interests of the Stable.

ii. Private Trainer's experience and capabilities are such that the restrictive covenants set forth above will not prevent Private Trainer from earning an adequate livelihood if such provisions are specifically enforced against Private Trainer.

iii. In the event that any of the above provisions of or any parts or sub-parts thereof shall be held to be invalid or unenforceable, the remaining provisions, parts or sub-parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions, parts or sub-parts had not been included therein, without regard to the resultant grammatical correctness of the remaining provisions, parts, or sub-parts. In the event that the time period or scope of restriction set forth above are declared by a court of competent jurisdiction to exceed the maximum restrictiveness such court deems reasonable and enforceable, it is the parties' express intention that the time period, geographical area, or scope of restriction deemed reasonable and enforceable by the court shall become and thereafter be the maximum restriction in such regard, and the restriction shall remain enforceable to the fullest extent deemed reasonable by such court. Any such court is also hereby expressly authorized and directed by the parties to enforce any otherwise invalid or unenforceable provision, part, or sub-part of this Agreement in part, to a degree, or otherwise in a manner and to the extent that renders the provision, part, or sub-part valid and enforceable.

D. REMEDIES.

i. In the event of a breach or threatened breach by Private Trainer of any of the above provision, the Stable, in addition to, and not in limitation of, any other rights, remedies, or damages available at law or in equity, shall be entitled to obtain (without the necessity of posting a bond) a temporary restraining order, preliminary injunction, and permanent injunction, or specific performance, in order to prevent or restrain any such breach by Private Trainer or any persons within Private Trainer's control or any persons directly or indirectly acting for or with Private Trainer. Private Trainer acknowledges that in the event of any breach by Private Trainer of the covenants set forth in this



Agreement, the Stable will suffer immediate and irreparable harm for which the remedy of monetary damages alone will be inadequate. For purposes of injunctive or similar equitable relief, the time periods of restrictions set forth above shall be extended by a period of time equal to the period of time during which Private Trainer shall have been violating this Agreement.

ii. Private Trainer agrees that if Private Trainer shall violate any of Private Trainer's covenants or agreements contained herein, the Stable shall be entitled to: (1) an accounting and repayment of all profits, compensation, commissions, remuneration, or other benefits that Private Trainer directly or indirectly realized and/or may realize as a result of, growing out of, or in connection with, any such violation; (2) recover lost profits or other actual damages incurred by the Stable or its affiliates as a result of any such violation; (3) any injunctive or other equitable relief to which the Stable is or may be entitled at law, in equity, or under this Agreement; (4) set off or recoup against payments due to Private Trainer by the Stable (to the fullest extent permitted by law); and (5) exercise its other rights respecting a breach of this Agreement.

STABLE:

LONGFIELD STABLES EQUESTRIAN CENTER

By: Palmetto Bluff Operations, LLC, a South Carolina limited liability company

Its: Owner

By: _____

Its: _____

OWNER:

Date:

PRIVATE TRAINER:

Date:
