



**PORTIONS OF THIS AGREEMENT ARE SUBJECT TO ARBITRATION PURSUANT TO
THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, § 15-48-10, S.C. CODE OF
LAWS OF 1976, AS AMENDED**

Longfield Stables Equestrian Center
Boarding Agreement

THIS BOARDING AGREEMENT (the "Agreement"), for good and valuable consideration, the receipt of which is hereby acknowledged, is entered into the ____ day of _____, 20__, by and between Palmetto Bluff Operations, LLC, a South Carolina limited liability company d/b/a Longfield Stables Equestrian Center (the "Stable"), located at _____ Bluffton, South Carolina and _____ (the "Owner") residing at _____, who is the owner of the following horse: _____ (the "Horse"). Stable and Owner warrant they have the right to enter into this Agreement and agree as follows:

1. BOARDING OPTIONS, FEES AND TERM

Owner selects Boarding Level ____, which is described on the List of Services and Fees attached hereto as **Exhibit "A"** and incorporated herewith, in consideration of \$_____ per month (the "Monthly Rent") paid by Owner in advance on the first day of each month. Stable agrees to board the Horse on a month-to-month basis commencing _____, 20__ (the "Lease"). Partial month's boarding shall be paid on a pro-rata basis based on the number of days boarded in a standard 30-day month. Owner shall also pay a deposit of \$_____ (the "Deposit") 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 thirty (30) days written notice of intent to leave.

Late Fees: Boarding fees paid after the fifteenth day of the current month due will be subject to a late fee of \$35.00. Fees received after the twentieth of the current month will be subject to an additional \$25.00 late fee for every additional five (5) days the payment is late. The \$25.00 every fifth day late fee will continue to accrue until payment is received. At 45 days delinquent, Owner will be asked to leave if alternative arrangements have not been made.

Dry Board: Owners wishing to vacate their stalls for a period of 14 consecutive days or more, upon request to the Stable, may be assessed a "dry board" rate of \$700 per month during the time of vacancy, in order to hold their stall open until their return (the "Dry Board Rate"). However, such Dry Board Rate may be granted for no more than a six (6) month period, and after such six (6) month period, regardless of continued vacancy, the full Monthly Rent rate shall automatically be reinstated. Owners who vacate their stalls for less than 14 consecutive days will be charged full Monthly Rent, regardless of vacancy. _____(Initial)

As part of the Monthly Rent, Stable will provide Owner with a wooden tack trunk for Owner's use to be kept in the main tack room of the barn. For horses boarded in the Receiving Barn, trunks will

be stored in front of the stall. To maintain an atmosphere of consistency within the barn, Owner will not be permitted to bring any other trunk into the barn.

2. RENT ADJUSTMENTS

Rental adjustments may be made due to market increases and due to price increases 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, shavings, delivery fees, and gasoline.)

3. DESCRIPTION OF HORSE

A description of the Horse is set forth on the Equine Health and Care Record (the "Health and Care Record") attached hereto as **Exhibit "B"** and incorporated herewith.

4. FACILITIES, FEED AND SERVICES

In consideration of the Monthly Rent, Stable agrees to provide the facilities and services shown on **Exhibit "A"** for the Boarding Level selected in Section 1. Additional supplements may be provided by Owner and must be in "SmartPak" form. Refer to **Exhibit "A"** for other services offered and their additional charges.

5. MEDICAL CARE

For routine medical care of the Horse, Owner chooses to use the services of: (i) the "in house" farrier and veterinarian or (ii) Owner's farrier and veterinarian. If the Owner chooses to use the services offered by the "in house" farrier and veterinarian, 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 the Horse on the Stable schedule for vaccinations. Any loss of any nature due to or arising from failure to keep the Horse on the Stable schedule for vaccinations is the sole responsibility of the Owner of the Horse, and any claim by the Owner against the Stable in connection with the above is waived. The Horse will be administered a paste wormer upon arrival to the Stable. A deworming schedule designated by stable management, in coordination with the "in house" veterinarian will be adhered to, and administered by Stable staff. Dewormer is included in the boarding services. Upon arrival of the Horse to Stable, proof of current vaccinations is required. Vaccination history is as shown on the Health and Care Record. A copy of a current negative Coggins must also be provided to Stable and will be kept on file with Stable. Flu/Rhino, EEE/WEE, Tetanus and West Nile vaccines will be administered every six (6) months. Rabies (spring) will be administered once yearly or as otherwise directed by a veterinarian. _____(Initial)

6. SPECIALTY CARE FOR MEDICAL CONDITIONS

Any specialty care requested of Stable, such as but not limited to physical rehabilitation for injuries, specialty feedings, administering medications and bandaging must be directed in writing by a veterinarian. Stable 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. The cost of such specialty care shall be the obligation of Owner.

7. RISK OF LOSS/INJURY/DAMAGE TO HORSE

The parties agree the Stable is not and shall not be liable or responsible for any loss, claim, damage, injury or risk arising from or associated with the boarding of the Horse at the Stable, including but not limited to, any sickness, disease, disability or injury which may be suffered by the Horse during the time the Horse is boarded at the Stable. Nor shall the Stable be liable or responsible for any loss, claim, damage, injury or risk arising from or associated with theft of the Horse while boarded at the Stable. The Owner accepts all responsibility for any and all losses (of whatever nature) arising from such sickness, disease, disability, injury, or theft, and any other loss, damage, claim, or risk arising from or associated with the boarding of the Horse. The Owner acknowledges and agrees the Stable does not carry any insurance that applies to or covers horse(s) not owned by Stable, or which applies to any sickness, disease, disability, injury, or theft of any such Horse, and the Owner is not relying on Stable carrying or providing any such insurance.

8. HOLD HARMLESS/INDEMNIFICATION

Owner agrees to hold harmless and indemnify Stable, its owners, members, officers, directors, employees, agents and independent contractors from and against any and all losses, claims, injuries, and damages (of any nature whatsoever) alleged or sustained by any person caused by or arising from the actions or inaction of: (i) the Horse, (ii) the Owner or (iii) Owner's guests and invitees, including but not limited to Owner's family members, significant others, trainers, farriers, veterinarians, or others entering Stable property as guests, invitees, agents or employees of the Owner (the "Owner's Guests and Invitees"), irrespective of any negligence or allegation of negligence on the part of the Stable. This hold harmless and indemnity shall be construed as broadly as permitted under the laws of the State of South Carolina, and shall include, but not be limited to, payment of the Stable's reasonable attorney's fees and other costs incurred in the defense or handling of any such claims, irrespective of any negligence or allegation of negligence on the part of the Stable.

9. EMERGENCY CARE

Stable agrees to attempt to contact Owner using the Emergency Contact information listed on the Consent for Treatment of an Equine form (the "Consent") attached hereto as **Exhibit "C"** and incorporated herewith, should Stable feel medical treatment is needed for Horse. However, 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, according to this Agreement and the Consent, Stable is then authorized to secure emergency veterinary care and/or farrier care, by any providers of such care who are selected by Stable, as Stable determines is required for the health and well-being of the Horse. 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.

If the Horse is insured, a copy of the Horse's policy must be on file with Stable.

Insurance Company Name: _____
Policy Number: _____
Claim Number: _____
Agent Name: _____
Agent's Phone Number: _____

10. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current Longfield Stables General Rules (the "Stable Rules"), which are attached hereto as **Exhibit "D"** and incorporated herewith. Owner and Owner's Guests and Invitees will be bound and abide by these Stable Rules, as amended from time to time, and Owner accepts responsibility for the conduct of Owner's Guests and Invitees according to these Rules, in accordance with the above provisions of this Agreement.

Stable may revise these Stable Rules from time to time and Owner agrees any revision shall have the same force and effect as current Stable Rules. In the event the Stable, in its sole discretion, determines Owner or Owner's Guests and Invitees have failed to abide by Stable Rules, the Stable may declare the Owner in default hereunder and may terminate this Agreement, or take such other action as the Stable, in its sole discretion, deems appropriate..

Owner has received a copy of the Stable Rules. Owner has read and agrees to abide by all Stable Rules.

11. CODE OF CONDUCT

Stable 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 Stable management, in its sole discretion, to be improper or likely to endanger the safety, harmony or good reputation of Stable, its staff, Owner or Owner's Guests and Invitees. Owner is responsible for the actions of Owner's Guests and Invitees. Improper conduct, as determined in Stable's sole discretion, of Owner or Owner's Guests and Invitees may result in penalties up to and including Stable declaring Owner in default hereunder and terminating this Agreement and/or restricting the access of Owner's Guests and Invitees to Stable property.

12. 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, Section 10, Stable Rules. 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.

13. ASSIGNMENT

This Agreement may not be assigned by Owner without the express written consent of Stable. Stable may assign this Agreement.

14. NOTICE OF TERMINATION OR BOARD TYPE CHANGE

Owner agrees that thirty (30) days written notice shall be given to Stable as to Owner's termination of this Agreement. Stable agrees that a minimum of seven (7) days verbal notice shall be given to Owner as to Stable's 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 Horse is receiving. The thirty (30) days written notice shall be waived if Owner is upgrading the boarding level.

Additional acknowledgment for non-Palmetto Bluff property owners: Owner acknowledges this Agreement may be unilaterally terminated by Stable upon seven (7) days verbal notice as stated above, but additionally, Owner, who is a non-Palmetto Bluff property owner, further acknowledges Stable has the right to terminate this Agreement by giving such Owner thirty (30) days verbal notice in order to create Stable vacancy for a Palmetto Bluff property owner desiring access to this facility. Such vacancies will be created on a "last in/first out" basis in order to accommodate Palmetto Bluff property owners desiring long term (9 months or longer) boarding availability for their horse(s). _____(Initial by non-Palmetto Bluff property owner or indicate N/A if Palmetto Bluff property owner)

15. 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 State of South Carolina for any amount due for the board and keep of Horse, for any storage or other charges due hereunder, as well as attorney fees and costs due and owing. Owner further agrees Stable, after giving actual notice of a lien, shall have the right to attach such lien on the Horse for nonpayment or partial payment of Monthly Rent, or for any other monies due under this Agreement which have not been timely paid, and Stable can then sell the Horse to recover its loss after giving a ten (10) day notice to Owner.

16. BINDING EFFECT

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 it shall not thereby terminate, but shall be deemed amended to the extent required to render it valid and enforceable and such provisions 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. ARBITRATION AND CHOICE OF LAW

The parties agree that any and all claims relating to or arising from the creation, effect, enforcement, implementation, construction, interpretation, and application of this agreement shall be resolved by binding arbitration, before a single arbitrator. The arbitration shall be conducted in Beaufort County, South Carolina. The arbitrator shall be an attorney selected by consent of the parties. If the parties are unable to agree on the arbitrator, each party shall identify a proposed arbitrator, then these two proposed arbitrators shall select the single arbitrator. If the two proposed arbitrators cannot agree on the arbitrator, and so state in writing, then the arbitrator shall be selected by the President of the Beaufort County Bar Association. The arbitrator shall apply the law of the State of South Carolina to all disputes. The arbitrator may permit such discovery as he/she deems appropriate, and shall establish a schedule to timely resolve all disputes. Each party shall bear their own attorney's fees and costs. The arbitrator shall be paid his/her normal rates, and this cost will be divided equally between the parties. Any disputes as to costs shall be decided with finality by the arbitrator. Any decision by the arbitrator may be confirmed by a court of competent jurisdiction, and shall carry the force of a binding and final judgment.

21.

WARNING!

Under South Carolina law, an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant resulting from an inherent risk of equine activity, and no participant or participant's representative may make a claim against, maintain an action against, or recover from an equine activity sponsor, or an equine professional, for injury, loss, damage, or death of the participant resulting from an inherent risk of equine activity. Section 47-9-720, South Carolina Code of Laws, 1976 (as amended).

22. 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.

The parties hereto have executed this Agreement on the day and year first above written.

STABLE:

LONGFIELD STABLES EQUESTRIAN CENTER

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

Its: Owner

By: _____

Its: _____

OWNER:

If Owner is under the age of 18, Parent/Guardian must sign.