

This agreement is made \_\_\_\_\_ between **Thalia Farm**, (herein after referred to as FACILITY) located at 9062 Henry Harris Road, Indian Land, SC 29707 (FACILITY) and \_\_\_\_\_ (herein after referred to as OWNER), owner of horse(s) \_\_\_\_\_ and \_\_\_\_\_.

**I) Fees and Term**

In consideration of \$\_\_\_\_\_ per month, paid by OWNER in advance of the First day of each month, Thalia Farm agrees to board the herein described horse(s) on a month to month basis, commencing \_\_\_\_\_. Partial months boarding shall be paid on a pro-rated basis based on the number of days boarded in a standard 30-day month. If applicable, the prorated board for the first month is \$\_\_\_\_\_. Late Fees: **Boarding fees paid after the 1<sup>st</sup> of the month will be subject to a late fee of \$40.00.** Fees received after the 5<sup>th</sup> of the month will be subject to an additional \$20 late fee for every additional five days the payment is late, and late fees will continue to accrue until payment is received. Checks returned for insufficient funds will be subject to applicable late fees, as well as a \$30 NSF fee. At 30 days delinquent, OWNER will be asked to leave, and legal action will be taken to pursue recovery of unpaid balances.

**II) Boarding Adjustments & Notice of Termination**

We will make any and all attempts to maintain our boarding rates on a long-term basis; however this boarding agreement is subject to a possible increase on the first day of January while this lease remains in effect, in an amount no greater than \$50. Reasons for board increase may include price increases in any product or service provided to the FACILITY that is then passed on to the OWNER (for example, but not limited to: hay, feed, shavings, delivery fees, and fuel surcharges) OWNER agrees that thirty (30) days WRITTEN NOTICE shall be given to the FACILITY as to the termination of this agreement. If necessary, a prorate will be due before moving horses from the facility to cover the 30 day notice. FACILITY agrees that a minimum of seven (7) days VERBAL NOTICE shall be given to OWNER as to termination of this agreement.

**III) Services Provided**

FACILITY agrees to provide grain feeding twice a day, hay, daily turnout (weather permitting) and stall maintenance. FACILITY agrees to provide adequate feed and facilities for normal and reasonable requirements. Additional supplements, types of grain or hay may be fed as requested, but must be provided by the OWNER. If the OWNER chooses to use the services offered by the FACILITY's farrier and veterinarian, the FACILITY will provide the necessary routine farrier and veterinary care as is reasonably necessary. OWNER is responsible for the payment of the veterinarian and farrier, and payment shall be invoiced directly to the practitioner.

**IV) Emergency Care**

In the event of sickness or injury to a horse, Thalia Farm will make every attempt to contact the OWNER. If unable to contact the owner in a reasonable period of time (as deemed necessary by the urgency of the particular situation; solely at the discretion of the FACILITY), FACILITY has the right to arrange care on behalf of the owner, at the owner's cost. Thalia Farm is authorized to spend up to, but no more than \$\_\_\_\_\_ for emergency care if the OWNER is unreachable. If your horse is insured, a copy of the policy must be on file with the facility. A current copy of a negative coggins is required at all times; failure to provide a copy will function as a default on the part of the OWNER.

**V) Barn Rules**

You acknowledge receipt of Thalia Farm's rules and requirements, and your duty to uphold these obligations for yourself and any visitors to the farm. Violation of farm rules may result in the immediate termination of your Boarding Agreement. We reserve the right to amend the rules should the need arise for adjustments in the future.

**VI) Risk of Loss**

During the time that the horse is in the custody of Thalia Farm (FACILITY), Thalia Farm 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 in FACILITY's care. OWNER fully understands and hereby acknowledges that FACILITY does *not* carry any insurance on any horse, including, but not limited to, such insurance for boarding or any other purposes, for which the horse is covered under any public liability, accidental injury, theft, or equine mortality, and that all risks relating to the boarding of the horse, or for any other reason for which the horse is under the possession of the FACILITY, are to be borne by OWNER. It is the OWNER's responsibility to carry full and complete insurance coverage on OWNER, OWNER's horse, and all personal property.

\_\_\_\_\_ Initials

**VII) Release and Hold Harmless**

All parties understand that participation in equine activities are considered a “risk” sport to both horses and people. Due to the unpredictable nature of horses, serious injuries can and do occur, including catastrophic injuries and even death. In consideration of the privilege of participating in all equine activities at Thalia Farm, the undersigned does hereby agree to assume all risks inherent in all equine related activities, including but not limited to the bodily injury, death, and physical harm to property, including the horse, owner, or guests to the premises. The undersigned further agrees to hold harmless Thalia Farm, Becca Macanas, Robyn DeVaney, or any associates, contracted laborers, assistants, property owners or lessors, or fellow boarders from any liability, claims or causes of action for death, damage, injury, illness, or any other harm to person, animal or property, and agrees to indemnify Thalia Farm and all associates from any claims made by any member of the undersigned’s family or spectator brought to the property. Such release is intended to waive any and all liability of Thalia Farm of whatever kind and nature, including but not limited to negligence, gross negligence, willful misconduct, faulty equipment of any kind, and failure to correctly determine the ability of the undersigned, or any member of his/her family, or other person brought to the property, to engage safely in any equine activity.

**WARNING: UNDER THE SOUTH CAROLINA EQUINE LIABILITY ACT, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO, OR THE DEATH OF, A PARTICIPANT IN AN EQUINE ACTIVITY RESULTING FROM AN INHERENT RISK OF THE EQUINE ACTIVITY.**

**VIII) Default**

Either party may terminate this agreement for failure of the other party to meet any material terms of the agreement. In the case of a default by one party, the prevailing party in any litigation shall have the right to recover reasonable legal fees and expenses, if any, incurred as a result of said default. Except in the event of a failure in payment of monies due by OWNER to FACILITY, there shall not be deemed a default until a written 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 said to exist.

**IX) Assignment**

This AGREEMENT may not be assigned by OWNER without the express written consent of the FACILITY. The FACILITY may assign this agreement.

**X) Right of Lien**

OWNER is put on notice that FACILITY has and may assert and exercise a right of lien, as provided for by the laws of South Carolina, for any amount due for the board and keeping of horse, for any storage or other charges due hereunder, as well as attorney fees and costs due and owing. OWNER further agrees that FACILITY shall have the right to attach a lien to the horse after two (2) months of non-payment or partial payment, or for any other monies due under this Agreement which have not been paid. FACILITY may then sell the horse to recover its loss after giving a ten (10) day notice to OWNER.

**XI) Binding Affect**

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.

**XII) 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, waived, discharge, or termination is sought.

**XIII) Severability**

Except to the extent that such unenforceability that 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 provision shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

**XIV) Governing Law**

This agreement is governed by the laws of the State of South Carolina.

**XV) 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.

Owner's Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell: \_\_\_\_\_ Home/Alternate: \_\_\_\_\_ Work: \_\_\_\_\_

Veterinarian Name & Number: \_\_\_\_\_

Farrier Name & Number: \_\_\_\_\_

Horse's Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Age: \_\_\_\_\_

Color/Markings: \_\_\_\_\_ Height: \_\_\_\_\_ Sex: \_\_\_\_\_

Medical History/Behavioral Traits: \_\_\_\_\_

Horse's Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Age: \_\_\_\_\_

Color/Markings: \_\_\_\_\_ Height: \_\_\_\_\_ Sex: \_\_\_\_\_

Medical History/Behavioral Traits: \_\_\_\_\_

**Barn Rules**

**I) Riding Safety Requirements**

Helmets must be worn at all times when on horseback.

Jumping for minors under the age of 18 is **only** permitted with adult supervision; in accordance with the limitations set forth by the trainer overseeing regular instruction of the student.

Cross country jumping for minors under the age of 18 is only permitted in a lesson or clinic situation with an onsite trainer present.

Safety is paramount for our entire barn family! This means that if a Thalia Farm representative identifies a situation they foresee as being dangerous; you agree to comply with their request for safe handling, riding, etc when on the farm.

**II) Farm Rules**

In an effort to preserve the integrity of our turf riding arenas, the rings will be closed to riding for a minimum of 24 hours after rain; unless an exception is granted by a Thalia Farm representative.

Each boarder is responsible for picking up after themselves, and maintaining a neat storage cubby in the tack room. This also includes picking up manure from your horse in the common areas. If we find you have left manure in the crossies, we would be happy to provide you with stalls to clean for practice!!!

**III) Visitor Rules**

Riding is a privilege, that can easily become a liability. Because of the inherent danger of horseback riding, we ask that any visitors to the farm who intend to ride be cleared with a Thalia Farm representative first, so they may sign the appropriate waivers before riding. There will be NO EXCEPTIONS to this rule.

Your horse is yours to enjoy as you wish as a boarder at our farm. Because we do take great pride in preserving the close atmosphere of our barn family, we do ask that we be a part of approving any half-leasing agreements; since these situations more or less result in a new regular member of our farm.

**OWNER'S SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTARY PUBLIC:** \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**FACILITY REPRESENTATIVE SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_ Initials