

SPS Farm, Inc.

Boarding Agreement

This Agreement is made this date of _____, 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) Boarding fee is \$ _____ dollars per horse per month paid by the Owner in advance of the first day of each month, the farm agrees to board said horse beginning _____. SPS Farm, Inc. reserves the right to increase board amount, as needed, given 30 days written or verbal notice to the Owner.

(b) Additional options to the basic fee paid may be requested by the Owner. Any/all additional options requested must be listed below, along with agreed upon fee, and Owner's initials. These options can be changed at any time so long as farm receives written or verbal notice from the Owner. SPS Farm, Inc. reserves the right to increase fees for additional options given 30 days written or verbal notice to the Owner.

- _____ (Request) \$ _____ (Additional Fee) _____ (Owner Initials)
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- _____ (Request) \$ _____ (Additional Fee) _____ (Owner Initials)

2. Description of the Horse.

Name (Registered & Barn): _____

Age w/DOB: _____

Color/Markings: _____

Breed: _____

Sex: _____

Height: _____

Registration/Tattoo No./Brand: _____ (if one of listed please provide copy)

Microchip No.: _____

Date of Most Current Coggins: _____ (must provide copy)

Date of Most Current Worming & Brand of Wormer: _____

Horse Insurance Information: _____ (if applicable)

3. Turn-Out.

SPS Farm, Inc. operates with mixed herd turn-out ONLY. Individual and/or separate turn-out is NOT available to any boarder. Nighttime turn-out is NOT available to any boarder. Horse will be turned out daily for as long as possible during daylight hours. SPS Farm will take into account temperatures (hot/cold), weather (storms/wind/ice/snow), and/or miscellaneous events (construction/wild animals/celebrations) with regards to turn-out to ensure safety of the horse.

4. Standard of Care.

SPS Farm, Inc. is a Full Care boarding facility ONLY. Horse will be stalled every evening with no option of pasture board. SPS Farm, Inc. agrees to provide normal and/or reasonable care to maintain health and/or well-being of said horse.

5. Stall Assignment.

SPS Farm, Inc. reserves the right to change horse stall assignment as needed.

6. Feeding and/or Supplements.

SPS Farm, Inc. standard feed provided is **Triple Crown Senior** with additional options of Alfalfa pellets, EquiJewel Rice Bran, Soybean meal, and/or Triple Crown Balancer. In the event the horse needs any feed other than what has been listed, the Owner is financially responsible for providing for the horse, and bringing additional feed to the farm. SPS Farm, Inc. feeds twice per day (AM & PM). Owner is financially responsible for providing any/all supplement(s) for the horse. Horse will be fed and supplement(s) will be administered in accordance to agreed amounts by both the Owner and SPS Farm, Inc. The Owner understands that for the protection of the horse, ONLY SPS Farm, Inc. representatives will administer daily feedings.

SPS Farm, Inc. additional feed options available:

- Alfalfa Pellets (Request) _____ (Owner Initials)
- EquiJewel Rice Bran (Request) _____ (Owner Initials)
- Soybean Meal (Request) _____ (Owner Initials)
- Triple Crown Balancer (Request) _____ (Owner Initials)

Please list any/all Special Feeds/Feeding Instructions/Supplements below:

- _____
- _____
- _____
- _____

7. Hay.

SPS Farm, Inc. standard hay is fescue. It is grown, harvested/baled, and delivered by a reputable local grower who the farm knows well and has worked with for years. The horse will be supplied with ample hay while stalled.

In the event Owner chooses not to use farm provided fescue and/or chooses to add supplemental outside hay, SPS Farm, Inc. is not responsible for any part of outside hay cost, quality, delivery, and/or stacking. The Owner acknowledges, along with aforementioned points, that SPS Farm, Inc. **shall not be held liable should outside hay quality result in any/all possible horse health issues.** The Owner must inform SPS Farm, Inc. of when outside hay is being delivered and establish where hay is to be placed. SPS Farm, Inc. agrees to feed outside hay in the quantity stipulated by the Owner.

8. Emergency Care.

If medical treatment is needed, SPS Farm, Inc. will call the Owner. **In the event Owner is not able to be reached, SPS Farm, Inc. has the authority to secure emergency veterinary and/or farrier care.** However, SPS farm, Inc. has no financial responsibility for any/all such emergency care. Owner is responsible to pay any/all cost(s) relating to this care. Farm is authorized to arrange billing to the Owner provided financial arrangements have been previously established with veterinarian/clinic and/or farrier.

9. Veterinarian.

SPS Farm, Inc. uses **Dr. Keith Stafford** as the farm veterinarian. Shots and fecals are done twice per year for the barn. If Owner uses farm vet, SPS Farm, Inc. will arrange and be present for date and time of appointment. Owner will be advised of appointment. **Owner is not required to be present (unless there are extenuating circumstances), but is financially responsible and must leave payment prior to vet arrival.** In the event there is a farm visit charge, it will be divided evenly between all parties involved. **Should Owner contact veterinarian privately for veterinarian service(s), the Owner is responsible for securing appointment and being present.**

In the event Owner chooses not to use Dr. Keith Stafford, SPS Farm, Inc. is not to be held responsible and/or liable for any part of outside veterinarian appointments and/or practices. However, it is required that SPS Farm, Inc. be notified of name of vet visiting farm as well as date and time of appointment.

10. Farrier.

SPS Farm, Inc. uses **Rex Shelton** as the farm farrier. Shoeing and/or trimming is done every 7 weeks. If Owner uses farm farrier, SPS Farm, Inc. will arrange and be present for date and time of appointment. Owner will be advised of appointment. **Owner is not required to be present (unless there are extenuating circumstances), but is financially responsible and must leave payment prior to farrier arrival.** Should Owner contact farrier privately, the Owner is responsible for securing appointment and being present.

In the event Owner chooses not to use Rex Shelton, SPS Farm, Inc. is not to be held responsible and/or liable for any part of outside farrier appointments and/or practices. However, it is required that SPS Farm, Inc. be notified of name of farrier visiting farm as well as date and time of appointment.

11. Dentist.

SPS Farm, Inc. uses **Gary Biggerstaff** as the farm dentist. Teeth floating is done once per year. If Owner uses farm dentist, SPS Farm, Inc. will arrange and be present for date and time of appointment. Owner will be advised of appointment.

Owner is not required to be present (unless there are extenuating circumstances), but is financially responsible and must leave payment prior to dentist arrival. Should Owner contact dentist privately, the Owner is responsible for securing appointment and being present.

In the event Owner chooses not to use Gary Biggerstaff, SPS Farm, Inc. is not to be held responsible and/or liable for any part of outside dentist appointments and/or practices. However, it is required that SPS Farm, Inc. be notified of name of dentist visiting farm as well as date and time of appointment.

12. Ownership - Coggins Test and Vaccination Records.

Owner warrants that he/she owns the horse and will provide, prior to arrival, proof of a negative Coggins test and any/all records of vaccinations. Owner must submit a copy of Negative Coggins yearly.

13. Trailers.

If Owner chooses to store horse trailer at SPS Farm, Inc., written or verbal permission must be given. **Trailer must be tagged, registered, and insured.** Owner agrees that SPS Farm, Inc. will not be held liable for any accident, theft, and/or damage to trailer while being stored on farm property.

14. Termination.

Either party has the right to terminate this agreement. No refunds will be given.

15. Notice.

Owner agrees to give SPS Farm, Inc. **thirty (30) days notice to terminate this agreement.** The Owner cannot assign this agreement unless SPS Farm agrees in writing.

16. Right of Lien.

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

17. Indemnity.

Owner agrees to hold SPS Farm, Inc. harmless from any/all claim(s) caused by said horse and agrees to pay any/all legal fees incurred by stable in defense of claim(s) resulting from damage by said horse.

18. 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 the agreement this date of _____.

19. Risk of Loss/Hold Harmless.

Equine Activity Liability Law - South Carolina State Law:

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, 1976.

Addendum 47-9-720. Equine liability immunity; exceptions to grant of immunity.

(a) Except as provided in subsection (b), 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.

THIS IS AN EQUINE FACILITY - all activities on these grounds are subject to the Equine Inherent Risk Law, South Carolina Law 47-9-710 (1993). By your presence on these grounds you have indicated that accept the limits of liability.

THIS IS NOT A SPECTATOR AREA - all persons in this area will be regarded as participants and limited by the Inherent Risk Law, which is strongly supported by the American Horse Council.

20. Entire Agreement.

This constitutes the entire Agreement between the parties. Any/all modifications and/or additions must be in writing and signed by both the Owner and SPS Farm, Inc. No verbal modifications and/or additions will be considered to be part of this agreement.

SPS Farm, Inc

Signed By: _____ (Francine L. Pole - Owner)

Address: 307 Hamburg Road, Easley, SC 29640

Phone: (864) 304.1725

Email: spsfarminc1950@gmail.com

Owner

Signed By: _____

Address: _____

Phone: _____

Email: _____

Emergency Contact Information

Emergency Contact (Owner)

Name (1st): _____

Name (2nd): _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Emergency Contact (Horse)

Name (1st): _____

Name (2nd): _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Emergency Contact (Rider) – if applicable

Name (1st): _____

Name (2nd): _____

Address: _____

Address: _____

Phone: _____

Phone: _____