

Bob Bennett Training @

Three Oaks Arabians

307 Henry Stabler Road
Swansea, South Carolina 29160

Phone: (803)206-8989

E-mail: ThreeOaksArabians@gmail.com

BOARDING & TRAINING/CONDITIONING CONTRACT

This equine service contract dated the ____ day of _____, 20____, is made and entered between Bob Bennett, Jr./Three Oaks Arabians hereinafter referred to as "TOA" and the following person hereinafter referred to as "Client":

Name _____ Social Security # or Tax ID # _____

Address _____ City _____ State _____ Zip Code _____

Home Phone _____ Business Phone _____ Cell Phone _____ Email _____

AHA Number _____ USEF Number _____

1. Horse: This contract pertains to the following horse, hereafter referred to as "Horse":

Name of Horse _____ Registration # _____

Age _____ Color _____ Sex _____ Breed _____

Copies of the following documents are required:

___ Registration papers ___ Membership Cards (AHA & USEF)
___ Health/Vaccination records ___ Coggins

Service Program: (please select one)

___ Board & Training
___ Board & Conditioning
___ Mare Board (Breeding & Foaling only)
___ Stall Board w/Turnout

Special Care:

2. Ownership of Horse: (Please select one)

- Fully owns and has clear title and registration
- Is buying the horse
- Is leasing the horse
- Manages the horse

3. Care and Maintenance: TOA will provide reasonable conditions and facilities, proper feed, sufficient water, and adequate shelter in a manner consistent with good horsemanship in the state of South Carolina, during the term of this contract. If Client's Horse has special requirements, they are to be fully detailed in the Special Care section under heading 1.

4. Vaccinations/Health: Client warrants that the Horse is free from all communicable diseases upon delivery to the farms. On or prior to arrival at TOA, client shall provide a record of current vaccinations for the following: Equine Influenza, Tetanus, Streptococcus Equi (Strangles), Eastern and Western Encephalitis, and Rhinopneumonitis. A current Negative Coggins Test within twelve (12) months is also required. Vaccination against Potomac Horse Fever and Venezuelan Encephalitis will be at Client's discretion. If the Horse arrives without records of such vaccinations, TOA may, at its option, not accept the Horse or provide vaccinations and any necessary tests at Client's expense. Client warrants that to the best of his/her knowledge, the Horse is free from any condition that could adversely affect its ability to receive the full benefit of the service program selected.

Vaccination History/Deworming/Farrier Dates:

- | | |
|---|--|
| <input type="checkbox"/> Eastern & Western Encephalitis | <input type="checkbox"/> Strangles |
| <input type="checkbox"/> Venezuelan Encephalitis | <input type="checkbox"/> Influenza |
| <input type="checkbox"/> Tetanus | <input type="checkbox"/> Potomac Horse Fever |
| <input type="checkbox"/> Rhinopneumonitis | <input type="checkbox"/> Rabies |
| <input type="checkbox"/> Deworming | <input type="checkbox"/> West Nile Virus |
| <input type="checkbox"/> Farrier | <input type="checkbox"/> Other: _____ |

5. Veterinary Care: TOA is given agency and is authorized to maintain and provide vaccinations, de-worming, and other veterinary needs, including emergency treatment and surgery, by the veterinarian of TOA's choice, at TOA's discretion and at Client's expense. Veterinary Services and expenses will be billed directly to the Client by the veterinarian or by TOA. Veterinarian expenses must be paid in full before a Horse will be released from TOA.

6. Farrier Care: TOA is authorized to maintain and provide adequate farrier care for the Horse, at Client's expense, using the farrier of TOA's choice.

7. Use of Facilities: Client is not entitled to use any of the facilities or equipment, owned or leased by TOA, including but not limited to arenas, trails, saddles, or tack, without the prior written consent of TOA.

8. Advertisements: A complete advertising campaign for Horse will be discussed and planned with Client on an individual basis. A minimum of a one full page premium color ad will be placed in an Arabian Breed Publication to be included with TOA's advertising for each Horse entered at the Youth, Canadian, Sport Horse and/or U.S. National Championships and will be billed to the Client.

9. Supplies: All necessary show equipment, blankets, sheets, halters, and veterinary supplies needed for the Horse, and not provided prior to or on arrival at TOA, will be purchased by TOA and billed to the Client.

10. Insurance: The Client acknowledges that TOA will carry no mortality, poison, or theft insurance on the Horse. If the Client desires to be protected against such risks, he/she must obtain such coverage at the Client's sole expense. If desired, the Client shall provide mortality insurance coverage on Horse during the time that the Horse is in custody of TOA. TOA shall not be liable for any sickness, disease, estray, theft, death, or injury, which may be suffered by the Horse. TOA shall not be liable for any other cause of action whatsoever arising out of or being connected in any way with training, boarding, hauling, or showing the horse. This includes, but is not limited to, any personal injury or disability which the Client may receive while on the premises of TOA.

Insurance Company	Policy Number	Contact Person	Phone Number
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11. Sale Commission: Client agrees to pay to TOA a commission equal to Twenty Percent (20%) of the sales price in the event of the sale of Horse while at TOA, or in a service program of TOA, or if a ready, willing, and able buyer is procured by TOA, the Client, or anyone else while the Horse is at TOA or in a service program. This fee will be due and payable at the time of sale or upon Client's default of Offer to Purchase and Contract. If Client defaults, the total compensation that would have been due to TOA will be due and payable immediately in cash from the Client. Sales price is defined as the sale price less any sales tax.

TOA is authorized to market the Horse Yes____ No____
Price _____

12. Billings: TOA will bill the Client in advance by the 20th of each month for Service Program fees. Balances are due and payable by the First (1st) of each month. Interest at the rate of 1 ½% (percent) monthly will be charged on all balances unpaid and overdue for thirty (30) days. A One Hundred Dollar (\$100.00) Insufficient Funds Fee and any Bank Charges will be assessed for all returned checks. If Client fails to pay any amount due under this contract for more than thirty (30) days, TOA may, at their discretion, immediately cease the service program and accelerate all other amounts due under this contract upon ten (10) days prior written notice to Client. Client is able to change Service Programs upon thirty (30) days written notice to TOA. Service Program fees are described in the attached Fee Schedule.

13. Credit Card: Client authorizes TOA to charge the below credit card for show entries, board/conditioning/training, or any other charges that are first discussed with the Client.

VISA/MC/AMEX/DISCOVER #	Exp. Date	CVV#	Name on Card
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Billing Address

14. Release of Horse: Client agrees that all outstanding balances due for board, training, veterinary care, farrier work, and all other fees, charges, and expenses incurred pursuant to this contract shall be paid by certified funds or wire transfer prior to release of the Horse from TOA. Client shall make arrangements with TOA for the Horse's release at least forty-eight (48) hours in advance. Client is solely responsible for determining whether the Horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates. Upon commencement of loading of the Horse for shipment or transport, Client agrees to assume full responsibility and liability for the Horse's health, soundness, transportation, and care.

15. Acceptance of Horse: This contract is not effective until approved and executed by TOA, which reserves the right to reject any Horse at its sole discretion and to return any unruly Horse at Client's expense. This will be determined upon an individual basis.

16. Assignability: Client may not assign any rights or delegate any duties under this contract without the prior consent of TOA.

17. Termination of Service: TOA may, with or without cause, terminate any service program provided or intended to be provided by TOA under this agreement by notifying Client at least ten (10) days prior to the desired termination date.

18. Term of contract: This contract shall continue in full force and effective until terminated by either party.

19. Termination of Contract:

A. Termination Without Cause: Each party is entitled to terminate this contract without cause by notifying the other party in writing at least ten (10) days prior to the desired termination date. Notwithstanding any such termination, all fees shall be due and payable regarding services performed prior to the termination date.

B. Termination With Cause: Each party is entitled to terminate this contract by written notice to the other party if one party breaches or is in default of any obligation under the contract, which breach or default is incapable of cure or which, being capable of cure, has not been cured within ten (10) days after receipt of written notice of such breach or default.

20. Limitations of Liability/Indemnification: In the performance of its services under this contract, TOA shall be and independent contractor, acting in its own behalf, and shall have no authority to act in any other capacity and shall not be deemed an agent of Client, and shall not be responsible for the performance of any services, except as expressly set forth in this agreement. TOA and its subsidiaries, owners, officers, independent contractors, guests, agents, and employees shall not be liable for any sickness, disease,

theft, death, or injury that may be suffered by the Horse while in custody of TOA and shall not be responsible for any loss, damages, or injury arising out of or connected with boarding, conditioning, training, or other services pursuant to this contract, unless due to gross negligence or willful misconduct. Client fully understands and assumes the special risks inherent in conditioning, training, handling, riding, boarding, showing, and transporting Horses. Client acknowledges that mortality and other insurance is available, and that it is the Client's sole responsibility to obtain any insurance coverage. TOA shall not be liable for any personal injury or disability which the Client, his/her agents, representatives, family or Horse may receive while on TOA's property. TOA shall not be liable for any personal injury or disability which the Client, his/her agents, representatives, family, or Horse may receive due to TOA's equipment or any that is leased by TOA, unless due to gross negligence or willful misconduct. Client agrees to indemnify and hold TOA harmless from any claim related to damages, illness, or injury caused by the Horse, and from any claim by a buyer of the Horse. Client further agrees to reimburse TOA for damages to any of TOA's facilities or equipment which is caused by the Horse. Client agrees to pay all expenses and attorney's fees incurred by TOA in defending such claims.

21. Exclusivity: Nothing in this agreement limits the right of TOA to sell any of its services to any other person or entity. It is anticipated that TOA will continue to offer its services to other persons or entities even though these services are similar to the services provided Client.

22. Notices: All notices, requests, and consents required or permitted by this contract shall be in writing and hand delivered personally or sent by registered or certified U.S. Mail to the appropriate address specified, or such other address as the sender has been notified of in writing.

23. Entire Agreement: Construction/Jurisdiction/Attorney's Fees: This contract contains the entire understanding of the parties concerning the subject matter and may be modified only in writing. Heading and titles are for convenience only and shall not influence the construction or interpretation of this contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. This contract shall be interpreted and construed by the laws of the State of South Carolina. At TOA's option, jurisdiction and venue for all disputes connected with this contract shall be Lexington County, South Carolina. This contract shall be binding upon the heirs, assigns, executors, and administrators of the respective parties. If a lawsuit is filed, or counsel is retained to enforce the provisions of this contract, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.

Bob Bennett, Jr. (Three Oaks Arabians)

Date

Client Signature

Date