

TWIN TREE FARM

1722 Refuge Road
Pendleton, SC 29670



Phone: 864-617-0918
E-mail:twintreefarm@aol.com

Horse Boarding Contract

This Agreement, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20__ made by and between TWIN TREE FARM, hereinafter referred to as "TTF", providing services as an independent contractor, located at 1722 Refuge Road, Pendleton, South Carolina, and (Owner's name) _____ residing at (Owner's address) _____, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION

In consideration of \$ _____ * per horse per month paid by OWNER within 10 days of each months billing, TTF agrees to board the herein described horse (s) on a month to month basis commencing _____, 20____. Partial months boarding shall be paid on a pro-rata basis. All new boarders are required to be on a stall board for the first month. It will be the 50/50 Stall board unless otherwise stated. Late Fees: Fees received past the tenth day after billing will be subject to a late fee of \$20.00.

*Rates are subject to change.

2. DESCRIPTION OF HORSE

Name: _____ Age: _____ Sex: _____

Breed: _____ Color: _____ Markings: _____

Brands: _____ Registration/Tattoo: _____

3. FEED AND FACILITIES

TTF agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse (s).

Feed: A good quality National Brand Feed will be fed twice a day. Up to 11 pounds per day is inclusive in all boarding plans. Two different feeds are available to fulfill individual horse's needs. All horses are fed as individuals and will have their own ration posted on the feed board. Purina Amplify is also available for the hard keepers, up to 2 small scoops a day is inclusive in all boarding plans. Extra Grain Charges are listed in the attached Rate Schedule. Boarders are welcome to package individual meals from barn feed for traveling to shows. All horses will be fed from the General Barn feedstuffs unless approved by the management. Any owners with approved "special feed" will be required to provide the "special" feed and will not receive any credit off board. The Management reserves the right to change horse rations as needed for management of individual horses.

Hay: A good quality hay will be fed to both Stall and Pasture horses. Horses will have access to Round Bales in the pastures. Boarders are welcome to take Farm square bales to horse shows at a rate of half a bale a day. Please only take what is needed and return unused portions to hay room after show.

Bedding: Bedding is available for On Farm Use only. Please purchase your own bags of bedding to carry to horse shows. If TTF purchased bagged bedding is used for your horse at a show then you will be billed for the bedding.

Facilities: All Stall boarding plans will have a stall for use and space in a locker located in the Tackroom. Pasture board horses will be fed as individuals in personal locations. Please take pride in keeping our barn clean.

4. FARRIER

The TTF Farrier comes on a regular basis. If you want your horse done at that time put his name on the list. If you are unable to hold your own horse a TTF Staff will do so for a fee stated in the Fee Schedule. We encourage boarders to leave a check for the Farrier. If TTF pays for the Farrier there will be a \$5 office Charge added to the Farrier Charge. You are welcome to schedule and use the Farrier of your choice but out of courtesy please inform TTF management about the appointment. If you are in need of a TTF Staff to hold for your Farrier and or provide payment, then the same fees apply. Do know that the service of holding for an outside Farrier is dependent on the availability of the TTF Staff.

I want TTF Management to keep up with my horse's Farrier schedule and add appropriate fees to the monthly bill.

Circle: YES NO Initial here: _____

I understand if TTF Management schedules this service I am responsible for the cost of this service.

Initial here: _____

5. VETERINARY CARE

A negative current (12 month) Coggins test is required for all horses entering TTF.

All horses at TTF are required to stay up to date on Vaccinations and Coggins Tests. TTF must keep either the Original Coggins test on file or a very clear copy. The Vaccinations required for the horses at TTF are: Eastern & Western Encephalomyelitis, Tetanus (EWT); Flu/Rhino; West Nile Virus(WNV) and Rabies. Rabies and Coggins Test are one time per year and must be done by a veterinarian. The other vaccinations are recommended two times per year (Spring & Fall). We also recommend that you have your horse's teeth checked and/or floated once a year. We try to schedule this type of vet appointment in groups to save our boarders some expense. If you are unable to hold your own horse a TTF Staff will do so for a fee stated in the Fee Schedule.

Billing for Veterinary services will come directly from the Veterinarian performing the service. The horse owner is responsible for paying all bills from Veterinarians performing services on their horse.

I want TTF Management to keep up with my horse's Veterinary schedule and add holding fees to the monthly bill.

Circle: YES NO Initial here: _____

I understand if TTF Management schedules this service I am responsible for paying the Veterinarian for the cost of this service.

Initial here: _____

6. EMERGENCY CARE

TTF agrees to attempt to contact OWNER, at the following emergency telephone number (_____), should TTF feel that medical treatment is needed for said horse (s), provided however, that in the event the TTF is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by TTF, TTF is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by TTF, as TTF determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER, and that TTF is authorized to arrange direct billing by said care provider to the OWNER.

In Veterinarian Emergencies It is TTF policy to try to notify the owner prior to calling the veterinarian in the case of a medical emergency. Depending on the severity of the emergency the TTF management will handle with this general premise:

In the case of a **life threaten illness or injury**, if the owner is unable to be reached, TTF Management will continue to try to contact the owner while contacting a Veterinarian to attend to the horse. If the owner is still unavailable the management will do all that is in its power to keep the horse comfortable until the owner is reached. A Veterinarian will be called to attend the horse and his professional opinion on treatment will be followed until the owner of the animal can be contacted.

In **non-life threatening injuries** the severity of the injury will determine if the veterinarian will be dispatched before the owner is able to be contacted. There will be a good faith attempt to contact the owner prior to arranging a visit from a Veterinarian but it is the policy of TTF to have a professional consultation with a veterinarian in the medical treatment of all boarder horses unless waived by the owner of the horse.

All owners of boarded horses will be notified of any significant injury or incident that occurs with their horse whether veterinary treatment is required or not.

7. RISK OF LOSS

During the time that the horse (s) is/are in the custody of TTF, TTF 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 on TTF's premises. OWNER fully understands and hereby acknowledges that TTF does not carry any insurance on any horse (s) not owned by TTF, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of TTF, are to be borne by OWNER.

8. HOLD HARMLESS

OWNER agrees to hold TTF harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by TTF in defense of such claims. Please note that it is a requirement for all OWNERS and GUESTS to sign the separate HOLD HARMLESS agreement upon arrival to TTF.

9. TTF RULES

Owner hereby acknowledges receipt and understanding of the current TTF Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to: TTF Safety Rules; TTF Hours of Operation; Notice of Required Release and Waiver for minors; Statement of Applicable state equine liability laws; Required Veterinary care; TTF may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in TTF's sole discretion, of OWNER or OWNER's guests and invitees to abide by TTF Rules may result in TTF declaring OWNER in default hereunder and result in termination of this AGREEMENT.

10. 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 item **9 TTF Rules**. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due TTF under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by TTF of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

11. ASSIGNMENT

This AGREEMENT may not be assigned by OWNER without the express written consent of TTF.

12. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to TTF as to the termination of this AGREEMENT.

13. RIGHT OF LIEN

OWNER is put on notice that TTF 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 (s), and also for any storage or other charges due hereunder, and further agrees TTF shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and TTF can then sell horse (s) to recover its loss.

14. Special Instructions to TTF

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 TTF rules.

This Agreement Is Subject To The Laws Of The State of South Carolina.

Owner's Signature: _____

Owner's Name (Printed): _____

Owner's Email Address: _____

Address: _____ City: _____ State: _____ Zip: _____

Cell(_____)_____-_____ Day Phone(_____)_____-_____ Evening Phone (_____)_____-_____

TWIN TREE FARM BARN RULES

1. TTF is open 7 days a week from 6:00 am to 9:00 pm. Boarders are permitted to ride only in the stated hours unless otherwise arranged. This is our home so please respect these hours. In the case of travel and shows it is understood these hours cannot be honored but please keep us informed so we will know it is you.
2. Absolutely, Positively NO SMOKING anywhere on Twin Tree Farm.
3. Board is to be paid within 10 days of billing for each month; if not a charge of \$20 will be added.
4. Boarder must have a regular deworming, farrier and vaccination schedule. Management will assist with this but the owner of the horse is ultimately responsible.
5. As a courtesy, Please give us one months notice if you plan to leave. You may leave earlier but you will be billed through a month from the date of notice.
6. Owner of Barn is not responsible for injury and theft.
7. Please put away your equipment, tack, articles of clothing, etc., in your assigned locker.
8. Keep the aisles and wash racks clear of tack, brushes, halters, hoof pickings or manure. If you or your horse put it there, pick it up! Clean up after yourself and your horse!
9. The bathroom is located off of the Tack Room. Please help us keep it tidy.
10. Drive with care while on the farm and park only in designated parking area. Our parking area is small so please be conservative with your parking.
11. Small Children must be supervised at all times, older children are expected to behave or they will be asked to leave the barn area.
12. No running or yelling in the barn or barnyard, especially when horses are present. The TTF cannot be responsible for any injury, accident and/or death associated with scaring or spooking a horse due to inappropriate behavior or misbehavior.
13. Dogs are welcome but please keep them on a leash if they tend to roam. Refuge Road is NOT Dog Friendly. If your dog chases a horse it will be asked to Leave.
14. Please limit your cell phone use at the barn. **Distracted Horse Handling is DANGEROUS!**
15. If you turned on a light, turn it off when you are finished using that area. With the skylights, the barn is very well lighted during the day.
16. All the horses on the farm are fed on a regular schedule. You are welcome to give your horse treats but do refrain from feeding your horse unless directed by the management. If you feel your horse's weight needs to be adjusted please discuss it with either the farm owner or the manager.
17. We encourage all of our riders to wear helmets. Helmets are required for any age rider if jumping. All riders under the age of 17 are required to wear helmets when mounted. Riders 17 & 18 years of age must have a signed note from their parents on file in the office stating that they have permission to ride without a helmet, otherwise they are also required to wear helmets when mounted.
18. Riders are welcome to trailride on the lower property. Make sure the gate is closed when you come back from a trailride or if a horse is turned out in the paddock leading to the lower property. If you take your horse off the farm please do so in a trailer. Refuge Road is not a safe road for riding a horse. We can make suggestions of good local areas for trail riding.
19. All injuries, accidents and damages must be immediately brought to our attention. Any unreported incidents will be the responsibility of the boarder or leasor.
20. If you are riding at feeding time you are responsible for making sure that horse is cooled out well, eats his meal and then is put in his correct location after eating.

TWIN TREE FARM

*Boarding Plans:

*Rates are subject to change

Full Training Board -- \$900

4 Sessions per week either Training by TTF Staff for Horse or Lessons for rider.

50/50 Stall Board (See below for details) w/ group turn-out included in this fee. If 24/7 Stall board or individual turnout is required then an extra \$100 fee will be incurred.

Holding for Farrier/Vet, grooming, and blanketing are all inclusive with this plan.

Feeding Hay and Feed twice a day. Extra grain charges may apply if over 11 pounds per day or Amplify >1 pound/day. (see attached Rate Schedule)

Owner provides supplements. Adding Single Supplement or Pre-packaged Supplement to one feeding is inclusive. For multiple supplements see Rate Schedule.

Owner is responsible for charges from all Veterinarians, Farriers or other outside service providers.

Owner is responsible for the cost of all deworming or Vaccinations of horse.

24/7 Stall Board -- \$600

In a stall with Limited or Individual Turn-Out in a paddock.

Stall Cleaned two times per day.

Feeding Hay and Feed twice a day. Extra grain charges apply if grain >11 pounds per day or Athlete >1 pound/day. (see attached Rate Schedule)

Owner provides supplements. Adding Single Supplement or Pre-packaged Supplement to one feeding is inclusive. For multiple supplements see Rate Schedule.

Owner is responsible for charges from all Veterinarians, Farriers or other outside service providers.

Owner is responsible for the cost of all deworming or Vaccinations of horse.

Owner is responsible for all non-turnout exercise.

Blanketing on Management Schedule inclusive with plan. Special Blanketing, lights and/or boots for turnout are subject to extra charge. (see attached Rate Schedule)

50/50 Stall Board -- \$500

Half stall with half Turn-Out in a group pasture. Round Bale hay in pastures.

Stall Cleaned daily. Square bale hay fed in stalls.

Feedings are twice a day. Extra grain charges apply if grain >11 pounds per day or Athlete >1 pound/day. (see attached Rate Schedule)

Owner provides supplements. Adding Single Supplement or Pre-packaged Supplement to one feeding is inclusive. For multiple supplements see Rate Schedule.

Owner is responsible for charges from all Veterinarians, Farriers or other outside service providers.

Owner is responsible for the cost of all deworming or Vaccinations of horse.

Owner is responsible for all non-turnout exercise.

Blanketing on Management Schedule inclusive with plan. Special Blanketing, lights and/or boots for turnout are subject to extra charge. (see attached Rate Schedule)

Full Pasture Board-- \$375

24 hour Turn-Out in large group pasture. Round bales in pasture. If Other pasture is requested there will be a Special Turnout charge.

Stall for feeding and use during inclement weather as determined by TTF Management.

Feedings are twice a day. Extra grain charges apply if grain >11 pounds per day or Athlete >1 pound/day. (see attached Rate Schedule) All horses will be fed as individuals in personal locations.

Owner provides supplements. Adding Single Supplement or Pre-packaged Supplement to one feeding is inclusive. For multiple supplements see Rate Schedule.

Owner is responsible for charges from all Veterinarians, Farriers or other outside service providers.

Owner is responsible for the cost of all deworming or Vaccinations of horse.

Owner is responsible for all non-turnout exercise.

Blanketing on Management Schedule inclusive with plan. Special or Off Season Blanketing schedules are subject to extra charge. (see attached Rate Schedule) Lights and boots are not an option with Pasture board.

REQUIREMENT: All New pasture board horses must spend the first month on 50/50 stall board while they are acclimating to the farm.

Absentee Board — \$120 per month - Used to hold a boarding slot when horse is not actively boarding at TTF.

TWIN TREE FARM HORSE INFORMATION SHEET

Name of Horse _____

Name of Owner _____

Billing Address _____ City _____ St _____ Zip _____

Telephone _____ E-Mail _____

Cell Phone _____

Emergency Number _____

Secondary Emergency Contact _____

Veterinarian _____ Tel.: _____

Farrier _____ Tel.: _____

Allergies _____

Special Instructions: _____

Veterinary & Farrier History: Date of Last Treatments

Vaccinations- EWT _____; Flu/Rhino _____; WNV _____; Rabies _____

Others Vaccinations: _____

Coggins Test: _____ Deworming: _____ Teeth Floating: _____

Colic? _____ Description: _____

Lameness? _____ Description: _____

Respiratory Illness? _____ Eye Injury? _____

Other? _____

Shoeing Date: _____ Type of Shoes: _____ Number of Shoes: _____

Special Instructions? _____

In case of an emergency situation I (name of horse owner) _____

give the TTF Management the right to contact a vet or farrier when I cannot be contacted.

Signature of Owner _____

_____ Date _____