



3762 Bethune Hwy, Bishopville, SC 29010
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Boarding/Training Agreement

Stable Name: Whitehaven Plantation (hereinafter referred to as "Whitehaven")

Address: 3762 Bethune Hwy, Bishopville, SC 29010

Owner's Name: _____

(Hereinafter referred to as "Owner")

Address: _____

Phone Numbers: _____

Email Address: _____

Horse's Name: _____

Registration No./Description: _____

(If more than one horse is covered by this agreement, the schedule of additional horses is attached hereto and is incorporated herein by reference and signed by Whitehaven and Owner).

1. Scope and Location

Owner shall deliver horse to Whitehaven Plantation in Lee County, South Carolina, on or around _____, 20____, and Whitehaven shall (Board) (Train) the Horse during the term of this agreement.

2. Consideration

Owner shall pay Whitehaven the sum of \$_____ per month, which shall be payable in advance on or before the first of each month. Any outstanding balance not received by the 10th of the month will be subject to a 1.25% finance charge. When boarding multiple horses, Owner shall pay an additional \$_____ per horse per month (reflecting a “Multiple Horse Discount”). In addition, Owner shall be responsible for paying a “Last Month’s Board” Security Deposit in the amount of \$_____ (\$_____ each additional horse). This deposit, minus any outstanding expenses due Whitehaven, will be returned to Owner when this contract is terminated and Horse leaves Whitehaven.

3. Expenses and Care

Owner shall pay all expenses for transportation incidental to the purpose of this agreement, veterinary, medical, and farrier costs, entry fees and any special equipment or services needed on an emergency basis that Whitehaven or it’s employees and agents may deem necessary in their judgment or discretion to prevent or minimize loss or injury to the Owner’s horse. Owner shall also be responsible for any costs related to excessive damage to Whitehaven property incurred by their horse. Owner hereby expressly authorizes Whitehaven to obtain all such emergency care, facilities, and services for the horse that Whitehaven deems necessary to maintain the horse in good health. Owner agrees to use the professionals recommended by Whitehaven, including but not limited to veterinarian and farrier, unless a previous agreement has been made between Owner and Whitehaven.

4. Expense Advance

Whitehaven may advance funds to pay all expenses and costs referred to in this agreement, keep an accurate record thereof, and bill the Owner for the same at the end of each month. Owner shall reimburse Whitehaven for such expenses no later than his next regular monthly payments as provided above. Whitehaven requests that Owner contact our veterinarian, South Carolina Equine (Dr. Nicole Cunningham) at 803-432-2312, to set up an account through which any and all veterinary costs may be billed. In the event of stallions standing at Whitehaven, we ask that you contact our reproduction vet, Dr. Cindy Prestage, at 803-432-9525 to set up an account for any breeding related expenses.

5. Term

The term of this agreement shall be continuing unless terminated with or without cause of either party. Termination for any cause may be upon fourteen (14) days written notice to the other party and Whitehaven shall prepare a final accounting based upon a daily pro-rated basis. Any amounts due Whitehaven that are in excess of "Last Month's Deposit" shall be paid in full by Owner with cash or certified check prior to the Owner taking possession of the horse or removing the horse from Whitehaven's premises or custody. Any money left over from Last Month's Deposit will be paid to Owner within seven (7) days of Horse leaving Whitehaven. If for any reason Whitehaven decides to close to the public or sell the property at 3762 Bethune Hwy, Owner will be given no less than forty-five (45) days written notice to find another suitable facility.

6. Risk of Loss

During the time the Horse is in the custody of Whitehaven, Whitehaven, its employees, or agents shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of being connected in any way with the boarding, training, or showing of said horse. This includes, but is not limited

to, any personal injury or disability the horse may receive or cause to others while on Whitehaven's premises.

The Owner understands that Whitehaven does not carry any insurance on any of the horses not owned by it for boarding, training, showing, or any other purposes, and that all risks connected with boarding, training, showing or any other reason for which the horse is in possession of or on the premises of Whitehaven, are to be borne solely by the owner.

7. Hold Harmless and Indemnity

Owner agrees to hold Whitehaven harmless from any claim resulting from any damage or injury caused by said horse(s) to anyone and agrees to pay any legal fees and or expenses incurred by Whitehaven in defense of such claims. Further, the Owner shall and agrees to indemnify Whitehaven or any of its agents, trainers, or employees or any other persons engaged by Whitehaven from all liability or claims, demands, damages and costs for or arising out of breaking, training, stabling or showing of the horse, whether it is caused by the negligence of Whitehaven's trainers, agents, employees, or any other person. Owner expressly assumes any and all such risk of loss, damages, or injury.

8. Termination - Right of Lien

If this agreement is terminated for any reason including expiration of the term, Whitehaven shall make available the Horse to the Owner. However, Owner understands that Whitehaven has the right of lien, as set forth in the laws of South Carolina, and will demand payment in full prior to releasing the horse.

9. Default

Whitehaven may terminate³ this agreement for failure of the Owner to satisfy the terms of this agreement. In the event of a breach of terms of this agreement, Whitehaven shall have the right to recover attorney fees, court costs, and expenses as a result of said default. Whitehaven may, but is not obliged to, give the owner a reasonable amount of time not to exceed (14) days to cure any default.

10. Ownership/Health Tests

Owner warrants that he owns the Horse and will provide, prior to the time of delivery of the horse to Whitehaven, proof satisfactory to Whitehaven regarding the well-being and health of the Horse, including but not limited to a negative Coggins test.

11. Continuing Effect/Assignment

This agreement shall be binding upon the assigns, heirs, executors, and administrators of the respective parties; however, Owner shall not assign the agreement without the written consent of Whitehaven.

12. Amendment

This agreement shall not be amended, changed, or supplemented except by a written document signed by Whitehaven and the Owner.

13. Singular/Plural

In the event that more than one (1) horse is covered by this agreement, the word "horse" shall be interpreted and construed to mean plural.

14. Construction

This agreement shall be interpreted and construed in accordance with the Laws of the State of South Carolina.

Dated: _____, 20_____

Whitehaven Plantation Management

Owner(s)
