



# WHITEHAVEN PLANTATION

3762 Bethune Highway, Bishopville, South Carolina 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: \_\_\_\_\_

Horse's Name: \_\_\_\_\_

Reg. No./Description: \_\_\_\_\_

(If more than one horse is covered by this agreement, the schedule of additional horses in 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 about \_\_\_\_\_, 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 10<sup>th</sup> of the month will be subject to a 1.25% finance charge.

**3. Expenses and Care**

Owner shall pay all expenses for transportation incidental to the purpose of this agreement, veterinary, medical, and farrier cost, entry fees and any special equipment or services needed on an emergency basis that Whitehaven or its 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, Anderson Animal Hospital, to set up an account through which any and all veterinary costs may be billed.

**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 a final accounting based upon a daily pro-rated basis shall be prepared by Whitehaven. Any amounts due Whitehaven 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. 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 45 days written notice to find another suitable place to board.

**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, stray, theft, death, or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of or 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 of 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 terminate this agreement for failure of the Owner to satisfy the terms of this agreement. If 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 fourteen (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 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

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