

**DPEquestrian LLC
1050 Clear Creek Ct
Aiken, South Carolina 29803**

Training Board Agreement and Liability Release

This agreement is made between DPEquestrian, LLC, a New Jersey Corporation, (hereinafter referred to as "DPE"), whose principal business address is 1050 Clear Creek Ct, Aiken SC 29803 and _____ (Hereinafter known as "Owner") having an address of _____ owner of the horse(s) described in Paragraph 2 for, and in consideration of, the mutual promises set forth below.

1. Fee:

In consideration of \$1,800.00 US Dollars, per horse, per month paid by Owner, in advance, on the first day of each month, DPE agrees to board said Horse beginning _____ on a month-to-month basis.

a) Owner shall pay DPE for boarding services as listed below:

- Training board includes regular stall cleaning, grain/hay feeding, pasture turnout, and use of all facilities and training provided by DPE's staff.

b) Owner understands and agrees that DPE is a training farm. All horses boarded at DPE must be actively training with Doug and/or Jessica Payne (Hereinafter known as Trainer), an independent trainers based at DPE. Training Programs and Schedules for each horse boarded are coordinated with and agreed to between the parties executing this agreement.

DPE's fee schedule may change at any time. Should a change be required, DPE shall give Owner no less than 30 days written notice.

2. Description of Horse:

Name on Coggins:	_____	Stable Name:	_____
Age:	_____	Breed:	_____
Sex:	_____	Height:	_____
Color/Markings:	_____	ID/Tattoo #:	_____
Insurance Company:	_____	Policy #:	_____
Insurance Emergency #:	_____		

Please describe any conditions or medical history which might help DPE in obtaining the best medical care for your horse in the event of an emergency (i.e., history of colic, reactions to medicines, odd behaviors, etc):

3. Horse Health Warranty:

Horse to be boarded shall enter the premises free from transmittable diseases, and must be effectively de-wormed, current on immunizations and have a current, negative Coggins test. Owner will provide proof of such to DPE before bringing Horse on premises. Owner also agrees to regularly deworm and immunize Horse and provide DPE with updated information.

4. DPE's Right to Refuse Board:

DPE reserves the right to refuse the continuation of board of any Horse for any reason, including, but not limited to: animal's poor health or unsoundness, dangerous propensities, habits/vices; owner's refusal to obey rules or to cooperate with DPE on reasonable requests relative to the management, welfare and safety of other animals or people on the premises; failure to engage in a regular training program; failure to pay fees on a timely basis. In such an event, DPE shall give Owner 30 days written notice to remove Horse from premises. After all fees have been paid in full this Agreement is concluded. Failure to pay fees as due shall entitle DPE to keep the Horse in its possession until all fees are paid in full.

5. Emergency Care:

Should the Horse become sick or injured, DPE shall attempt to contact the Owner immediately. If the Owner does not immediately inform DPE regarding measures to be taken, or if the state of the Horse's condition requires immediate action, DPE is authorized to request the services of a veterinarian or to give said Horse any attention that appears necessary or appropriate, in DPE's sole discretion, for the health and well being of the horse. DPE will attempt to contact the veterinarian of Owner's choice. In the event that such veterinarian is unavailable or unreachable a veterinarian of DPE's choice will be contacted. The Owner agrees to promptly pay all associated expenses for all services.

Veterinarian of Choice: _____ Telephone: _____

6. Risk of Loss:

DPE, its principals, agents, and employees and Carl Hampf (owner of property described as: 1050 Clear Creek Court, Aiken South Carolina 29803, hereinafter known as CH), its principals, agents and employees, shall not be liable for any injury, sickness, or death suffered by the Horse, the Owner, the Owner's minor children or guests or for any other cause of action arising from or connected to the boarding of the Horse. Owner agrees to hold harmless and release DPE and CH, their principals, agents, employees, premises owners, insurers and affiliated organizations from legal liability due to DPE's or CH's ordinary negligence. Owner further agrees that, except in the event of DPE's or CH's gross and willful negligence, Owner or Owner's minor children shall bring no claims, demands, or litigation against DPE and CH, their principals, agents and employees for any economic and non-economic losses due to the bodily injury, death, property damage and injury to, or loss by death of the boarded Horse, and/or sustained by Owner and/or Owner's minor children.

Warning: Under New Jersey law, an equestrian area operator is not liable for any injury to or the death of a participant in equine animal activities resulting from the inherent risks of equine animal activities pursuant to P.L. 1997, c287 (C.5:15-1 et seq.)

Warning: 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 Title 47, Code of Laws of South Carolina, 1976.

7. Owner's Liability:

Owner shall be liable for any personal or property damage caused by the Horse, Owner or Owner's minor children.

8. Riding Helmet Warning:

DPE hereby warns owner that while on DPE's premises, everyone must wear an approved equestrian riding helmet while mounted. Wearing of such protective headgear may prevent or reduce the severity of some head injuries and may prevent death happening as a result of a fall or other occurrence. Furthermore, DPE strongly encourages the use of protective vests while jumping.

9. Personal Property Warning:

Owner is hereby warned that while on DPE premises direct loss, damage or death to Owner's Horse, tack, equipment, trailer, or other personal property is not covered by DPE's insurance. Owner must carry his own personal property insurance or separate Equine Mortality/Medical insurance policy.

10. Agreement Scope and Territory:

This Agreement shall be legally binding upon DPE and the Owner and Owner's parents or legal guardians, should Owner be a minor, when signed by both parties and all who succeed to such parties rights and responsibilities. This Agreement is entered into in the State of New Jersey and will be interpreted and enforced under the laws of this state. If any clause, phrase or word is in conflict with the State Law then that single part is null and void.

11. Lien Against Boarded Horse:

The Owner hereby grants a possessory lien against the boarded Horse to DPE for the value of all unpaid charges resulting from boarding and rendering services to the animal. Should such charges go unpaid DPE shall be entitled to exercise the right to enforce said lien according to the laws of New Jersey.

12. Owner's Right of Termination:

Owner may terminate this Agreement by giving at least 30 days prior written notice to DPE.

13. Credit Card:

Owner agrees to pay via credit card if payment has not been received by DPE by the 15th of the month.
Credit Card Type: _____ Card Number: _____ Card Exp
Date: _____ CCV Number: _____

14. No Assignment:

This Agreement is not assignable by Owner.

15. Stable Rules:

Owner and any rider authorized by Owner agree to abide by any rules established by DPE.

16. Litigation Clause:

If it becomes necessary to bring an action against Owner to recover amounts due under the agreement, or to enforce any provision of this agreement, Owner agrees to pay Hampf Equestrian, LLC 's reasonable attorneys' fees and costs of suit. Further, Owner acknowledges that all unpaid amounts shall incur interest at the rate of 1.5% monthly.

Statement of Awareness: I, the undersigned, have read and do understand the foregoing agreement, warnings, and assumptions of risk and release agreement and agree to its terms. I further attest that all stated facts are true and accurate.

Owner's signature

Date

Parents of Minor Owner (if applicable)

Doug Payne, Membermanager, DPEquestrian, LLC Authorized Agent

Owner Contact Information:

Home Phone: _____

Work Phone: _____

Cell Phone: _____

E-Mail: _____

Health Insurance (optional but encouraged): _____

Emergency Contact: _____