



**Mangalarga Marchadors**  
4190 Booney Road Rock Hill, S.C. 29730  
Jim & Grace Funderburk  
803-329-1672  
funderburk.sunsetfarm@gmail.com

## **Boarding Contract Agreement**

**THIS AGREEMENT**, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ made by and between **Sunset Farm**, providing services as an independent contractor, located at 4190 Booney Road, Rock Hill, S.C. 29730, 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**

#### **Pasture Board**

In consideration of **\$175.00** per month paid by OWNER in advance on the First day of each month, **Sunset Farm** agrees to board the herein described horse on a month-to-month basis commencing \_\_\_\_\_. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30-day month.

#### **Stall Board**

In consideration of \$175.00 per month payment, any pasture boarded horse that is stall boarded for health reasons will be charged an additional \$5.00/day unless owner cleans stall daily.

**Late Fees:** Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of **\$15.00**. Fees received after the sixteenth will be subject to a late fee of **\$25.00**.

### **2. DESCRIPTION OF HORSE**

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Color: \_\_\_\_\_

Registration/Tattoo \_\_\_\_\_

Sex: \_\_\_\_\_

Breed: \_\_\_\_\_

Number (if applicable): \_\_\_\_\_

### 3. FEED AND FACILITIES

**Sunset Farm** agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse.

**Sunset Farm** will supply feed twice daily. **Sunset Farm** will supply hay as needed on a designated schedule set by **Sunset Farm**.

Additional supplements such as grain, vitamins, etc. can be provided at no additional charge if supplements are supplied by the owner.

### 4. ROUTINE FARRIER AND VETERINARY CARE

**Sunset Farm** will obtain the necessary routine farrier and veterinary care of the horse as is reasonably necessary, provided however, such expenses shall be the obligation of OWNER. Upon presentation by **Sunset Farm** of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fifteen days that the bill is submitted to OWNER.

The **Sunset Farm** policy asks that OWNER remove horse's shoes prior to arriving unless medically required to prevent lameness.

*Upon the arrival of the horse at **Sunset Farm** proof of current tetanus, sleeping sickness, and influenza vaccinations is required. Vaccines against West Nile Virus and Strangles are also required.*

Vaccines as recommended by **Sunset Farm's** current veterinary service will be administered once yearly at owner's expense. All horses will be on a bi-monthly worming program at owner's expense.

A negative current Coggins test is required for all horses arriving at **Sunset Farm**.

### 5. RISK OF LOSS

During the time that the horse is in the custody of **Sunset Farm**, **Sunset Farm** 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 **Sunset Farm's** premises. OWNER fully understands and hereby acknowledges that **Sunset Farm** does *not* carry any insurance on any horse(s) not owned by **Sunset Farm**, including, but not limited to, such insurance for boarding or any other purposes, for which the horse is covered

under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse, or for any other reason, for which the horse is in the possession of **Sunset Farm**, are to be borne by **OWNER**.

## 6. HOLD HARMLESS

**OWNER** agrees to hold **Sunset Farm** 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 **Sunset Farm** 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 at *Sunset Farm*.**

## 7. EMERGENCY CARE

**Sunset Farm** agrees to attempt to contact **OWNER**, at the following emergency telephone number (\_\_\_\_\_), should **Sunset Farm** feel that medical treatment is needed for the horse (s), however in the event **Sunset Farm** is unable to contact **OWNER** within a reasonable time, which time shall be judged and determined solely by **Sunset Farm**, **Sunset Farm** is then hereby authorized to secure emergency veterinary care and/or farrier care, by any licensed providers of such care, as **Sunset Farm** determines is required for the health and well-being of the horse(s). The cost of such care shall be due and payable by **OWNER** within fifteen days from the date **OWNER** receives notice thereof, unless **Sunset Farm** is authorized to arrange direct billing by the care provider to the **OWNER**.

## 8. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current **STABLE Rules**, which are incorporated by reference in full, as if fully set forth herein.

**Sunset Farm** 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 **Sunset Farm's** sole discretion, of **OWNER** or **OWNER's** guests and invitees to abide by **STABLE Rules** may result in **Sunset Farm** declaring **OWNER** in default hereunder and result in termination of this **AGREEMENT**.

## 9. 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 **Stable 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 the default. Any payment due **Sunset Farm** 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 due date shall place **OWNER** in default hereunder. Acceptance by **Sunset Farm** of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

**10. ASSIGNMENT**

**OWNER** may not assign this AGREEMENT without the express written consent of **Sunset Farm**.

**11. NOTICE OF TERMINATION**

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

**12. RIGHT OF LIEN**

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

**13. MEDIATION/ARBITRATION BY EQUINE DISPUTE RESOLUTION SERVICE**

In the event of any dispute or disagreement relating in any manner whatsoever to this AGREEMENT the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the **Equine Dispute Resolution Service (EDRS)** and shall commence within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successfully resolve the dispute through mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of **Equine Dispute Resolution Service (EDRS)**, within 30 days of any declaration of impasse by **EDRS**.

**14. Special Instructions to SUNSET FARM**

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**THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of South Carolina.**

Executed on the date first set forth above.

**By:** \_\_\_\_\_  
*(Sunset Farm)*

**By:** \_\_\_\_\_  
*(Owner's Signature)*

**Owner's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**Day Phone:** \_\_\_\_\_

**Evening Phone:** \_\_\_\_\_