

**REIN AND SHINE
PASTURE BOARDING AGREEMENT**

This Agreement is made between REIN AND SHINE ("Farm"), and _____ owner of the horse described below, ("Owner").

1. Description of Horse

Name: _____
Color: _____
Sex: _____
Height: _____
Age: _____
Breed: _____
Vices: _____

2. Fee

In consideration of \$525 per month, per horse, paid by Owner in advance by the fifth day of each month, the Farm agrees to board said horse beginning _____ on a month-to-month basis. Payment after the fifth of each month will be \$550.

If horse will be used by Rein and Shine, Rein and Shine will in turn credit towards boarding of \$10.00 per lesson for the use of the horse. A minimum boarding charge of \$225, regardless of credits earned, will be charged each month. Rein and Shine must have the access to the use of the horse 3 to 4 days a week. The horse must be deemed beneficial to the Rein and Shine program in order to remain at the property. Staff must be allowed to exercise the horse under direction of the Executive Director.

Initial here if you want to have your horse used in the Rein and Shine program _____ (program may be therapeutic riding, hippo therapy, horsemanship, or other)

Initial here if you **do not want** your horse used in the Rein and Shine program _____

If a Rein and Shine staff person (trainer/instructor/barn manager) assists in the process of finding and acquiring a horse for the Owner, a 15% finders fee based on the sale price will be charged to the Owner.

3. Ownership/Coggins Test

Owner warrants that he/she owns said horse and will provide, prior to delivery, proof of a negative Coggins Test to Farm. Owner will keep original Coggins Test and Farm will keep copies of Coggins Test on premises. A veterinarian health certificate may be required. Rein and Shine requires an annual negative Coggins test for all equines at the facility at the owner's expense. This requirement is based on South Carolina statute South Carolina Code of Laws (Unannotated) Current through the end of the 2007 Regular Session SECTION 47-13-1370.

4. Right of Lien

Farm has the right of lien as set forth in the law of the State of South Carolina for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse until the indebtedness is satisfactorily

paid in full. All lesson credits will be excluded in such situation. Farm has a right to liquidate the horse and all associated equipment until the lien is paid in full.

5. Rein and Shine Care

Farm agrees to provide normal and reasonable care for the health of said horse, to include:

Hay:	Coastal fed 2 times a day according to size, age, weight, & condition
Grain:	Grain fed 2 times a day according to size, age, weight, & condition
Salt:	Salt Block in Pastures
Water:	Well Water available 24/7 in clean buckets, auto waterers or troughs
Worming:	Paste Wormer every 6 weeks, <i>additional charge</i>
Pasture:	Daily turnout in a herd setting
Horse Handling:	\$5 per 15 minute increments, minimum of 15 minutes for horse handling for dentist, veterinarian, farrier or for implementing medications, hoof or wound care, or related time.
Supplements:	Owners must pre bag all supplements in clearly marked bags And following the Barn Manager's direction. Special feeding requests are reviewed on a case by case basis. An additional fee will be charged for more than two(2) supplements that are administered by staff.
Farrier care	At owner's expense, paid directly to farrier at time of service
Dentist	At owner's expense, paid directly to dentist at time of service
Veterinarian	At owner's expense, paid directly to veterinarian. You must set up an account with the veterinarian so that you can be billed directly prior to any services being performed.
Fly Control	At owner's expense
Blanketing:	Additional fee of \$45 per month for each handling for blanketing. Staff will be responsible for putting on and taking off blankets due to weather.

Initial here if you want to have your horse in the blanketing program _____

Staffing Rein and Shine will provide trained staffed for feed, transportation and care of the horses and facility.

Stall Board: Stalls are not available unless stall boarding agreement has been made.

6. Emergency Care

If emergency treatment of Owners horse is needed, Farm will make every attempt to contact Owner. If Farm cannot contact Owner in reasonable time (30 minutes), Farm has the authority to secure emergency veterinary care. Owner is responsible to pay all costs relating to emergency care directly to the veterinarian.

7. Risk of Loss

While the horse is boarded at Farm, Farm shall not be liable for any injury, sickness, death, or theft suffered by the horse or any other cause of action arising from or connecting to the boarding of the horse. Owner assumes all risks. Owner agrees to hold Farm harmless from any loss or injury to said horse.

8. Hold Harmless

Owner agrees to hold Farm harmless from any claim resulting from damage or injury caused by said horse and agrees to pay legal fees incurred by Farm in defense of a claim resulting from damage by said horse.

9. Termination

Owner may terminate this Agreement given thirty (30) days notice in writing. Farm may terminate this Agreement given fifteen (15) days notice in writing. If the horse is deemed dangerous or diseased, a 24 hour removal from property may be enforced. In the event of a default, the wronged party has the right to recover reasonable attorneys' fees and court costs resulting from this failure of either party to meet a material term of this Agreement. Owner cannot assign this Agreement unless Farm agrees in writing.

10. Governing Law

This Agreement is subject to the laws of the State of South Carolina. The parties have executed this Agreement on _____.

11. Entire Agreement

This constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

12. Requests

Owner may make verbal requests for staff, such as wound care or blanketing. All associated fees, as listed above, will be applied to the monthly invoice. Verbal requests are binding.

13. Responsibility of all borrowed equipment

Owner may use equipment owned by Rein and Shine with verbal agreement from Barn Manager, Lead Instructor/Trainer or Director. Borrower will assume all

responsibility for the borrowed equipment. Equipment must be returned with the same level of fuel, maintenance and without damage. If equipment is damaged or stolen, borrower is responsible for repairs or replacement within 3 business days.

14. Rules

Owner and family must comply with the rules established by Rein and Shine. If a verbal warning is issued more than two (2) times, a written warning will follow in fourteen (14) days and possibly termination of the boarding agreement. Rules are established to create a safe and enjoyable environment.

15. Hurricane Evacuation Plan

Owner is responsible for evacuation their horse if evacuation has been declared by the Executive Director. Horses are not allowed to 'stay behind' at the owner's supervision. Owner is responsible for securing transportation for their horse and equipment. Rein and shine staff will have to leave to manage the program's horses at the evacuation retreat site and will not be available to manage in two locations in the event of a disaster or threat of hurricane.

OWNER

Signature: _____
Print Name: _____
Address: _____
City/State/ZIP: _____
Phone: _____
Email: _____

REIN AND SHINE / FARM

Signature of Director
5220 Bedaw Farm Drive
Awendaw, SC 29429 843-849-0964 admin@reinandshine.org

FEE SHEET

Horse Handling	\$5.00 per 15 minutes 15 minute minimum charge
Product Use	Fly Spray \$1.00 per day Wound Care \$2.00 per use
Feed through fly control	actual cost of product calculation
Stall Board	not allowed unless stall boarding agreement and rate
Trailer	\$1.00 per mile (Staffed, vehicle and trailer. Beginning at horse location to destination)
Trailer only fee	\$0.35 per mile (beginning at trailer location and returned to original location)
Showing Fees	
Trailer	\$TBD
Trainer	\$TBD
Schooling Horse	\$35 for 30-45 minutes of exercising
Shots administered	\$10 plus the cost of medication
Clipping	\$150 per horse

RULES

The rules for Rein and Shine are designed to create and maintain a clean, safe and fun environment where people and equines can enjoy themselves. This list of rules does not restrict Rein and Shine from creation or deletion of future or existing rules.

Please...

- ❖ Put items back in their proper place
- ❖ No drugs on the property
- ❖ No riding or handling horses or equipment under the influence of drugs or alcohol
- ❖ No smoking
- ❖ No dogs
- ❖ No profanity
- ❖ Pick up all trash
- ❖ Put groom boxes and tack back in their proper place
- ❖ Scoop manure after your horse in cross tie area or aisle of barn
- ❖ Hours allowed on the property 7:00 am – 9:00 pm
- ❖ Turn out lights if last to leave
- ❖ Inform staff of any accident immediately
- ❖ Signed incident report for any accident
- ❖ Sign a release form for all riders
- ❖ Parents or adult supervision for all children up to fifteen (15) years old
- ❖ Signed release for children ages 16-18 to be left at the barn without adult supervision is required
- ❖ Only ride in approved riding areas
- ❖ Park in designated areas
- ❖ No riding inside the barn
- ❖ Do not medicate, feed or move horses that are not your own
- ❖ Document all medications, feeding changes to the staff
- ❖ Keep all doors and gates closed at all times
- ❖ Report injury to any horse or barn animal or rider immediately
- ❖ Horses that are dangerous or infections can be required to be removed without thirty day notice.
- ❖ Only Rein and Shine approved instructors are allowed to teach on the property.

Signature

Date