

# DPEquestrian LLC

## Boarding Agreement and Liability Release

This agreement is made between DPEquestrian, LLC, a New Jersey Corporation, (hereinafter referred to as "DPEquestrian"), with business address of 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 \$2,000.00 US Dollars, per horse, per month paid by Owner, in advance, on the first day of each month, DPEquestrian agrees to board said Horse beginning \_\_\_\_\_ on a month-to-month basis.

a) Owner shall pay DPEquestrian for boarding services as listed below: Stall board includes regular stall cleaning, grain/hay feeding, pasture turnout, and use of all facilities.

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

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

### 2. Description of Horse:

Name on Coggins: \_\_\_\_\_

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

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

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

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

Height: \_\_\_\_\_

ID/Tattoo #: \_\_\_\_\_

Color/Markings: \_\_\_\_\_

Insurance Company and Policy Number: \_\_\_\_\_

Insurance Emergency Phone Number: \_\_\_\_\_

USEA Horse Number (if Applicable): \_\_\_\_\_

USEA Owner Number (if Applicable): \_\_\_\_\_

USEF Horse Number (if Applicable): \_\_\_\_\_

USEF Owner Number (if Applicable): \_\_\_\_\_

USHJA Horse Number (if Applicable): \_\_\_\_\_

USHJA Owner Number (if Applicable): \_\_\_\_\_

Please describe any conditions or medical history which might help DPEquestrian 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):

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### **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 DPEquestrian before bringing Horse on premises. Owner also agrees to regularly deworm and immunize Horse and provide DPEquestrian with updated information.

### **4. DPEquestrian's Right to Refuse Board:**

DPEquestrian 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 DPEquestrian 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, DPEquestrian 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 DPEquestrian to keep the Horse in its possession until all fees are paid in full.

### **5. Emergency Care:**

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

DPEquestrian, 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 DPEquestrian and CH, their principals, agents, employees, premises owners, insurers and affiliated organizations from legal liability due to DPEquestrian's or CH's ordinary negligence. Owner further agrees that, except in the event of DPEquestrian's or CH's gross and willful negligence, Owner or Owner's minor children shall bring no claims, demands, or litigation against DPEquestrian 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.

**Warning:** Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

### **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:**

DPEquestrian hereby warns owner that while on DPEquestrian'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, DPEquestrian strongly encourages the use of protective vests while jumping.

### **9. Personal Property Warning:**

Owner is hereby warned that while on DPEquestrian premises direct loss, damage or death to Owner's Horse, tack, equipment, trailer, or other personal property is not covered by DPEquestrian'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 DPEquestrian 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 DPEquestrian for the value of all unpaid charges resulting from boarding and rendering services to the animal. Should such charges go unpaid DPEquestrian 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 DPEquestrian.

**13. Stable Rules:**

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

**14. 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 DPEquestrian, 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)

\_\_\_\_\_  
DPEquestrian, LLC Authorized Agent

Owner Contact Information:

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Health Insurance (optional but encouraged): \_\_\_\_\_

Emergency Contact: \_\_\_\_\_