

**BILL OF SALE
WITHOUT WARRANTIES**

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and between _____, hereinafter referred to as "Seller" and _____, hereinafter referred to as "Buyer."

For and in consideration of the sum of \$ _____, Seller agrees to sell and Buyer agrees to buy _____, a _____ horse, free and clear of all encumbrances.

BUYER UNDERSTANDS THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO SAID ANIMAL AS ABOVE-DESCRIBED AND THAT SAID ANIMAL IS BEING SOLD IN AN "AS-IS" OR "WITH-ALL-FAULTS" CONDITION. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT BUYER HAS THE RIGHT TO HAVE A PRE-PURCHASE EXAMINATION PERFORMED BY THE VETERINARIAN OF HIS OR HER CHOICE AT HIS OR HER EXPENSE PRIOR TO EXECUTION OF THIS AGREEMENT. IN THE EVENT BUYER ELECTS NOT TO HAVE A VETERINARIAN PERFORM A PRE-PURCHASE EXAMINATION OF SAID HORSE AS ABOVE-DESCRIBED, BUYER WAIVES ANY AND ALL RIGHTS, CLAIMS OR CAUSES OF ACTION AGAINST SELLER FOR ANY PATENT OR LATENT DEFECTS PERTAINING TO THE ANIMAL AS ABOVE-DESCRIBED.

The parties acknowledge that all dealing between them with regard to representations, conditions of sale and terms of payment are hereby merged with the terms of this agreement. The purchase price as above-stated is due under the following conditions:

SELLER:

By _____

BUYER

By _____

BOARDING STABLE AGREEMENT

WITNESS THIS AGREEMENT this _____ day of _____, 20__, by and between _____, hereinafter referred to as "Stable," and the individual or individuals undersigned, hereinafter referred to as "Owner."

1. Fees, Term, and Location. Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Stable's opinion is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The boarding fee is due upon the first of the preceding month. In the event said payment is overdue by ten (10) days, Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of South Carolina. A security deposit of \$_____, payable with this Contract, shall be refunded to Owner within thirty (30) days of the date of completion of this Contract. The initial monthly/weekly/daily (circle one) charge applicable to the services as set forth below shall be \$_____ per day/week/month (circle one).

2. Description of Horse(s) to be Boarded. Owner agrees to submit a fully complete Owner Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

3. Feed, Facilities, and Services. Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animals. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefor are as posted in the office of Stable and are subject to change at Stable's discretion.

4. Risk of Loss and Standard of Care. DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF STABLE, ITS AGENTS, AND/OR EMPLOYEES. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Stable's premises.

The Owner fully understands that Stable does not carry any insurance on any horse(s) not

owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

IN NO EVENT SHALL STABLE BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000), AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000). OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE STABLE WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

5. Hold Harmless. Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by owner's horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

6. Emergency Care. Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

7. Limitation of Actions. Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.