

ACK FARMING COMPANY, INC.  
d/b/a/ BREEZE HILL PLANTATION  
1999 Banks Mill Road  
P.O. Box 1075  
Aiken, SC 29802

**Horse Boarding Agreement**

Horse Owner (hereinafter "Owner"): \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone: (Home) \_\_\_\_\_ (Office) \_\_\_\_\_

(Fax) \_\_\_\_\_

1. ACK Farming Company, Inc. (hereinafter "ACK") agrees to board for Owner \_\_\_ horses on the farm known as Breeze Hill Plantation on Banks Mill Road, in Aiken County, South Carolina. The rental fee will be as shown on the attached fee schedule. A 10% service charge will be added for payments not received by the 15<sup>th</sup> day of the month.
2. ACK will provide pasture and water. Owner will provide all additional feed, minerals, salt and hay. ACK will store Owner's hay and move hay(large bales only) into pasture as may be reasonably requested.
3. Owner shall be responsible for all veterinary and farrier care whether it be routine or due to accidents or natural causes. In case of emergency, ACK will use its best judgment in securing veterinary care as soon as reasonably possible. ACK will attempt to contact the following veterinarians in order of preference. ACK shall not be liable if a veterinarian cannot be reached or does not respond in a timely manner.

"On Call Vet"

a. Veterinary: \_\_\_\_\_

Telephone: \_\_\_\_\_

b. Veterinary: \_\_\_\_\_

Telephone: \_\_\_\_\_

c. Veterinary: \_\_\_\_\_

Telephone: \_\_\_\_\_

(Please check box if "On Call Vet" should be contacted.)

4. ACK and the individual owners of the real estate operated as Breeze Hill Plantation will not be responsible for any loss, damage or injury to any horse or to any other

property of Owner while on the farm property, and Owner hereby releases ACK and the individual owners of said real estate from any liability to Owner for damages, expenses or any loss incurred by Owner. In addition, Owner agrees to indemnify and hold harmless ACK and the individual owners of the real estate for any loss or expense incurred by ACK or such individual owners as a result of the acts or omissions of Owner or Owner's agents or guests, or as a result of injury or damage to person or property suffered by Owner or any employee, guest or agent of Owner on the property, or incurred in the collection of any money owed to ACK by Owner.

5. This agreement does not confer riding privileges, but such privileges may be negotiated between the parties.
6. Either party may cancel this agreement with thirty (30) days written notice to the other party.
7. Jerry Bernard will be ACK's contact person in all matters pertaining to this agreement. His telephone numbers are:

Cell phone: 803-640-6202

Home phone: 803-648-3091

In emergency, Owner or Owner's agent may contact Charles Fliflet, an officer of ACK and a co-owner of the real estate.

Work phone: 803-642-1282

Home phone: 803-649-9934

8. Nothing contained in this agreement shall be construed to infer that the relationship between ACK and Owner is anything other than Lessor and Lessee.

WITNESS the execution of this agreement this \_\_\_\_\_ day of \_\_\_\_\_.

ACK Farming Company, Inc.  
D/b/a/ Breeze Hill Plantation:

Horse Owner:

By: \_\_\_\_\_  
Charles R. Fliflet - Treasurer

\_\_\_\_\_