



SHANNON RILEY

SHANNON@INFINITYSPORTHORSE.COM
815-814-5179

EQUINE BOARDING AND CONSIGNMENT SERVICES AGREEMENT

"Effective Date": _____

"Client": _____

Client's Address: _____

Phone: _____

E-Mail Address: _____

"Provider": Infinity Sport Horse, LLC

"Provider's Location": 1368 Smiths Lawn Drive

Aiken, South Carolina 29801

Phone: 815-814-5179

E-Mail Address: shannon@infinitysporthorse.com

"Credit Card Authorization": See Exhibit "A" (the "Credit Card Authorization"), attached hereto and incorporated herein.

This Equine Boarding and Consignment Service Agreement (the "Agreement") is between the Client and the Provider identified above. Provider and Client may hereinafter be referred to as the "parties", and each, individually, as "party".

WHEREAS, Provider is engaged in the business of boarding, selling, showing, promoting and marketing equines ("Services");

WHEREAS, Client desires to enlist Provider's Services for Client and Client's equine(s) listed herein;

WHEREAS, the parties intend this Agreement to be enforceable whether the Services are rendered at Provider's Location or elsewhere;



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NOW, THEREFORE in consideration of the mutual covenants and agreement hereinafter set forth, and for other good and valuable consideration, the nature, receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Agreement to Provide Equine Board and Consignment Services.** Client hereby retains Provider, and Provider hereby agrees to provide equine Services to Client, which includes providing reasonable care for the equine(s) listed under Section 8 of this Agreement ("Equine"), including a safe, clean environment; adequate shelter from the elements; regular and adequate feed and water; access to veterinary, farrier, and dental care; grooming; de-worming; exercise; conditioning; and consignment, marketing, and promotional services for the ultimate goal of selling Equine as is in the best interest of the equine and pursuant to customary industry standards. .

2. **Fees, Term, and Additional Services.** Client shall pay Provider for equine consignment and board services at a monthly rate of \$1,200.00. Client agrees to pay Provider upon delivery of Equine and on or before the 5th day of each month that this Agreement is in effect, for the cost of boarding, feeding, maintaining, caring for, promoting and marketing the Equine.

Provider shall be entitled to payment for services incurred by Provider for costs and expenses incurred by Provider, including, without limitation, veterinarian, shoeing, hauling, showing, evacuation, or other out-of-pocket expenses incurred by Provider if it is determined by Provider that such services or care are reasonably necessary and shall be billed after the incurrence thereof upon the next billing by Provider.

Upon termination of this Agreement, the remainder of any and all expenses shall be due and payable immediately and the Equine will not be released from Provider's possession until all expenses are paid in full. In the event the Equine 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. This Agreement shall be deemed terminated and concluded upon payment of all fees.

3. **Credit Card Authorization.** Provider shall provide Client with a monthly invoice on or by the first of each month. If Client fails to deliver to Provider payment for such invoice by the 5th day of each month, Client hereby irrevocably authorizes Provider to charge the credit card provided herein for the full amount referenced in such invoice. Such



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amount shall include any and all applicable merchant service fees. Provider shall have the right to charge interest, not to exceed 8.75% per annum, on any invoice not paid in full by the 10th day of such billing cycle. Client shall maintain a current credit card on file with Provider as described in the attached Authorization as issued by Provider and incorporated herein as Exhibit A.

4. **Agency Appointment.** Client hereby appoints Provider as its agent and Provider hereby agrees to act as Client's agent to promote, market, consign and sell Equine on behalf of Client. Client warrants that he/she is the legal owner of Equine and has the exclusive authority to and can convey good title of Equine free and clear of any liens or encumbrances. Client shall ensure Equine remains free and clear of any liens or encumbrances while this Agreement is in effect. Client hereby grants to Provider the sole and exclusive right to transfer ownership of Equine to any buyer that has agreed to purchase Equine for or above \$_____ ("Purchase Price") and to execute any documents on behalf of Client in order to effectuate such sale of Equine. Provider shall market and promote Equine at the agreed upon listing price of \$_____ ("Listing Price") and shall provide Client with verbal notice within 48 hours of any and all offers to purchase Equine below the Purchase Price. In the event Client agrees to sell Equine at any amount below the Purchase Price, Client shall provide Provider with 24 hour written notice of such agreement to sell Equine at said price ("Final Sale Price") and hereby grants Provider the sole and exclusive right to transfer ownership of Equine to any buyer that has agreed to purchase Equine at the Final Sale Price.
5. **Provider's Commission Fee.** Upon Provider's execution of the Equine's sale agreement, Provider shall collect buyer's funds and shall retain a commission fee from the Final Sale or Purchase Price the following fee schedule:
 - (a) 20% for Final Sale or Purchase Price ranging \$1,000.00-\$39,000.00;
 - (b) 18% for Final Sale or Purchase Price ranging \$40,000.00-\$90,000.00;
 - (c) 15% for Final Sale or Purchase Price ranging \$91,000.00-\$199,000.00; or
 - (d) 10% for Final Sale or Purchase Price ranging \$200,000.00 upwards ("Commission Fee").

Provider shall deliver to Client within 15 days of the delivery of Equine's buyer's purchase funds to Provider the applicable Purchase Price or Final Sale Price minus



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Provider's Commission Fee and any and all other outstanding fees owed to Provider by Client pursuant to this Agreement.

Provider makes no representations, warranties or guarantees of any kind, express or implied, as to Provider's ability to sell Equine at the above-mentioned Listing Price or Provider's ability to sell Equine within any particular length of time.

6. **Right of Lien.** The Client is given notice that Provider has a right of lien as set forth in the laws of the State of South Carolina for the amount due for the board, care and keep of such Equine and any foal in utero. Said right of lien shall also include any amount due for any additional services that the Provider has provided while such Equine was in Providers care, and shall have the right, without process of law, to retain Equine and other property until the amount of said indebtedness is discharged. Provider also has the right to demand that all indebtedness be paid in cash, cashier's check or money order. Provider is not obligated to retain and/or maintain the Equine in the event the amount of the bill exceeds the anticipated unregistered value of the Equine.

In the event Provider chooses to exercise Provider's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer application for any breed or sport registration, including without limitation, the United States Equestrian Federation and the Federation Equestre Internationale, as may be applicable to Equine upon affidavit by Provider's compliance with foreclosure procedures as required by law. In the event collection is turned over to an attorney, Client agrees to pay ALL attorneys' fees, costs, and other related expense for which a minimum charge of \$250.00 will be assessed.

7. **Termination or Change of Agreement.** Provider, in its sole and absolute discretion, shall have the right to terminate or change this Agreement at any time upon five (5) days prior written notice to Client. In such case where Provider terminates this Agreement, Client shall be solely responsible for removing the Equine from Provider's Location and for payment of all fees incurred during the Equine's presence upon Provider's Location.

Client shall have the right to terminate this Agreement at any time, upon thirty (30) days advance written notice to Provider, in which case Client shall pay Provider the compensation allocable for training services, boarding services, and for any additional



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services provided by Provider up to and including the final day of the 30-day notice period.

Upon termination of this Agreement, Client shall remove Equine and any and all other personal property kept by Client at Provider's Location immediately. Should Client fail to remove Equine from Provider Location upon termination of this Agreement, Provider may, in Provider's sole discretion, proceed immediately under S.C. Code § 29-15-60 and pursuant to Section 6 of this Agreement. Any other personal property of Client's that remains at Provider Location upon termination of this Agreement will be treated by Provider as abandoned.

8. **Disclosure and Description of Equine(s).**

- a. Name of Equine & Registration/ID #: _____
- b. Breed, Color, Age, Height & Sex: _____
- c. Approximate Value: _____
- d. Insurer & Policy Number: _____
- e. Insurer Phone Number: _____
- f. Any Known Dangerous Propensities: _____
- g. Private/Group Turnout Preference: _____
- h. Medical Conditions: _____
- i. Level of Training: _____
- j. Special Equipment Necessary: _____
- k. Special Shoeing Needs: _____
- l. Other Information Deemed Pertinent by Client: _____

_____.

9. **Feed, Facilities, and Services.** Provider agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the Equine. Client affirms that Client has inspected the facilities, including but not limited to, stalls, pastures, wash racks, arenas, trails, exercise equipment, equine trailer(s), and all common areas that the Equine may be exposed to and finds the same to be in a reasonably safe, secure and proper order.



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10. **Equine Health and Ownership Warranty.** Client represents and warrants that Client owns Equine, has the authority to execute this Agreement and can convey good title to Equine free and clear of any liens or encumbrances. Client further agrees to keep Equine free and clear of any liens or encumbrances throughout the duration of this Agreement.

Prior to arrival at Provider's Location, Client shall provide to Provider current vaccinations for Eastern Equine Encephalitis, Western Equine Encephalitis, Tetanus, Flu-Rhino, and West Nile, current negative Equine Infectious Anemia ("Coggins") test, proof of a current de-worming schedule and a veterinary health certificate dated within 30 days prior to arrival. If Client fails to provide the Provider with the above-mentioned equine health warranties prior to arrival, Equine will be quarantined, vaccinated, examined by a Veterinarian, tested, and/or de-wormed upon arrival to Provider's Location at the expense of Client.

11. **Veterinary, Farrier, and Related Services.** Provider assumes responsibility for arranging veterinarian, farrier, and related services as necessary. Provider will use a veterinarian and farrier of his/her own choice to provide ordinary and necessary care unless Client has requested Client's veterinarian, farrier, or other service provider to be used. If Client chooses to engage a veterinarian, farrier, or other service provider not of Provider's choice, Client shall be responsible for the arrangement of and attendance at such service appointment. If Client's veterinarian, farrier, or other service provider is unavailable, Provider will engage the veterinarian, farrier, or other service provider of Provider's choice. All veterinarian, farrier and other and related service expenses shall be paid by Client.

Client agrees to have Equine de-wormed and vaccinated pursuant to veterinarian recommendation on a regular schedule, and in the event the same is not accomplished and proof of same not presented to Provider within thirty (30) days from the date of such services, Client authorizes Provider to arrange for such treatment, but Provider is not obligated to do so; such expense for same shall be the obligation of Client, and upon presentation by Provider of the bill for such services rendered, including service charges, such bill shall be paid pursuant to Section 2 of this Agreement.

Provider reserves the right to refuse Equine upon the premises of Provider's Location if Equine does not appear to Provider to be in good health, is deemed dangerous or undesirable, or for whatever reason in Provider's sole discretion.



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Client authorizes Provider to administer treatments and medications, whether topical, oral, intramuscular, intravenous or otherwise to Equine pursuant to a veterinarian's recommendation or treatment protocol. Provider, however, is not obligated to do so.

12. **Emergency Veterinary Care.** Provider agrees to make a reasonable attempt to contact Client should Provider determine veterinary treatment is needed for Equine. If, however, Provider is unable to contact Client, Provider is then authorized to secure emergency veterinary and farrier care required for the health and well-being of Equine. All costs of such care secured shall be paid by Client upon notice thereof or Provider is authorized as Client's agent to arrange direct billing to Client. Provider may, but is not obligated to arrange transportation for Equine in the event transportation to an emergency or surgical facility is necessary or desired by Client at Client's expense.

PROVIDER SHALL ASSUME THAT CLIENT DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS PROVIDER IS INSTRUCTED HEREIN BY CLIENT THAT THE EQUINE IS NOT A SURGICAL CANDIDATE.

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

13. **Property in Storage on Provider's Premises.** Provider shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Provider's Location as same is stored at Client's own risk. Provider shall not be liable for the theft, damage, loss or disappearance of any tack, equipment or other property taken to competitions, clinics or any other off-site event or location.

UPON TERMINATION OF THIS AGREEMENT THE PROVIDER HAS A LIEN ON ALL PERSONAL PROPERTY NOT REMOVED FROM PROVIDER'S LOCATION FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION. UPON TERMINATION OF THIS AGREEMENT PERSONAL PROPERTY OF



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CLIENT WHICH STILL REMAINS AT PROVIDER'S WILL BE SOLD OR OTHERWISE DISPOSED OF.

14. **No Waiver.** The failure of Provider to insist on strict performance of any of the agreements, terms, covenants and conditions of this Agreement shall not be deemed a waiver of any rights or remedies that party may have for any subsequent breach, default, or non-performance, and either party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.
15. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall in no way affect the validity or enforceability of any other provisions of this Agreement. Any invalid or unenforceable provisions shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provisions held to be invalid or unenforceable.
16. **Notices.** Unless otherwise agreed herein, all notices, requests, authorizations, consents and other communications under this Agreement shall be in writing addressed to the parties as set forth at the beginning of this Agreement or such other addresses as the parties may direct from time to time, and delivered by (a) hand delivery, or (b) reputable overnight carrier (such as Federal Express, DHL, or UPS) for next Business Day receipt by the addressee, or (c) United States Mail, Certified, postage prepaid, Return Receipt Requested, or (d) fax, evidenced by the machine generated receipt from the sender's device, or (e) email.

Notice shall be deemed given upon receipt if sent in accordance with subpart (a) above, or upon the next Business Day if sent in accordance with subpart (b) above, or three (3) Business Days following the date sent if sent in accordance with subpart (c) above, or as of the machine stamped date and time on the sent message if sent by in accordance with subpart (d) or (e) above so long as notice is also sent by at least one of the other methods provided above.

17. **Attorneys' Fees.** In the event of any action instituted by Provider or Client in connection with the enforcement or breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable attorneys' fees, expert witness fees, court costs, and other litigation expenses. The prevailing party shall be determined based upon an assessment of



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which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues at trial. Such assessment should include evaluation of the following: the amount of the net recovery; the primary issues disputed by the parties; whether the amount of the award comprises a significant percentage sought by the claimant; and the most recent settlement positions of the parties.

18. **Limitation on Damages.** In recognition of the relative risk and benefits to both Client and Provider under this Agreement and the subject matter of this Agreement, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that the exclusive remedy for any claim or dispute arising out of, under, or in connection with this Agreement, tort or otherwise, is limited to the value of one month board/consignment rate as stated herein.

ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED to the full extent permitted by law.

19. **No Presumption Regarding Drafting.** The parties acknowledge that they have fully reviewed and negotiated the substance and form of this Agreement. This Agreement shall not be construed against the party causing it to be drafted.
20. **Captions.** The captions in this Agreement are for purposes of convenience only and shall not be deemed to limit, extend, expand, modify, or aid in the interpretation of the text of this Agreement.
21. **Venue and Governing Law.** In the event of any action instituted by Provider or Client in connection with the enforcement or breach of this Agreement, the choice of venue for action to be heard is Aiken County, South Carolina. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
22. **Terms of this Agreement.** If any provisions of this Agreement conflicts with any provision of the Rate Schedule that is attached hereto as Exhibit A, the provisions of the Agreement shall govern and control.
23. **Entire Agreement.** This written Agreement and Exhibit A attached hereto, which is incorporated herein by this reference, constitute the entire agreement between the



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parties relating to its subject matter. This Agreement is the final expression of agreement between the parties, and neither party shall be entitled to rely upon any conflicting written or oral representations, warranties, promises, descriptions, assurances, claims or disclaimers regarding the subject matter of this Agreement. No other agreements, warranties, promises, descriptions, assurances, claims, disclaimers, or representations, verbal or implied, are included herein unless specifically stated in this written Agreement.

24. **Counterparts.** This Agreement may be executed by the parties signing in counterpart. The execution of this instrument by each of the parties signing a counterpart hereof shall constitute a valid execution, and this instrument and all of its counterparts so executed shall be deemed for all purposes to be a single instrument.
25. **Risk of Loss and Release of Liability.** In recognition of the relative risk and benefits of the services provided under this Agreement to both Client and Provider, the risks have been allocated such that the Client hereby agrees, on behalf of Client, for his/herself, on behalf of Client's child and/or legal ward, spouse, heirs, next of kin, estate, administrators, officers, representatives, members, managers, insurers, officials, directors or assigns (the "Releasors") to the fullest extent of the law, and notwithstanding any other provision of this Agreement, or the existence of applicable insurance coverage, to RELEASE, HOLD HARMLESS, PROTECT, COVENANT NOT TO SUE, INDEMNIFY, DEFEND, EXONERATE and DISCHARGE Provider, Provider's Agents, Employees, Officers, Directors, Members, Representatives, Officials, Assigns, Managers, Volunteers, Insurers, Guests and/or others acting on their behalf (hereinafter, collectively referred to as "Associates") of any from any and all loss, claims, damages, demands, actions, liability, causes of action, economic and non-economic losses and expense **WITH RESPECT TO ANY ALL AND INJURY, DISABILITY, DEATH**, or loss or damage to person, or property, including, without limitation, Equine(s), arising out of, under, or in connection to this Agreement, while at Provider's Location or otherwise **WHETHER CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE PROVIDER AND/OR ASSOCIATES OR OTHERWISE**, except that which is the result of gross negligence, and/or willful or wanton misconduct of Provider or Associates.
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26. **Client's Obligation to Insure.** Client fully understands that Provider does not carry any insurance on any equine not owned by Provider for boarding or for any other purposes, whether public liability, accidental injury, theft, medical or mortality insurance, and that all risks connected with this Agreement or for any other reason for which Equine is in the possession of, or on the premises of Provider's Location are to be borne by Client.

Client shall look to Client's own equine insurance for Equine to recover for any loss, sickness, disease, estray, theft, death, public liability, or injury to Equine or forego any claim for any amount. Client shall disclose this entire Agreement to Client's insurance company and provide Provider with the insurance company's name, address and policy number. Failure to disclose insurance information shall be at Client's risk. Failure to insure Equine is at Client's own risk.

27. **Standard of Care.** THE STANDARD OF CARE APPLICABLE TO PROVIDER UNDER THIS AGREEMENT IS THAT OF ORDINARY CARE OF PRUDENT EQUINE OWNER AND NOT AS A COMPENSATED BAILEE.

The Provider shall care for and perform services under this Agreement in accordance with generally accepted professional standards in the industry and shall care for Equine to the best of Provider's ability. Client acknowledges that each animal is unique and Provider cannot, and does not, guarantee any results or warrant any price that the Equine will be sold at.

28. **Assignment.** Except as otherwise provided in this Agreement, Client may not assign any of his, her or its rights under this Agreement without the prior written consent of Provider, which consent may be withheld in Provider's sole discretion. Provider shall be permitted to assign its rights or obligations under this Agreement, but no such assignment shall release Provider of any obligations pursuant to this Agreement.
29. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.
30. **Enforceability of the Agreement.** Client and Provider agree this Agreement shall apply to equine and non-equine activities arising out of, under or in connection to this



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Agreement irrespective of the location of such activity. This Agreement shall apply to such activities held at Provider's Location and other locations including without limitation, equine competitions, trail rides, clinics, marketing events, and other events held outside of Provider's Location.

31. **Alternative Dispute Resolution.** Provider and Client agree to mediate any dispute or claim arising out of, under or in connecting to this Agreement by a certified mediator. Parties shall agree on a mediator and cooperate in the scheduling of mediation. If the parties are unable to agree upon a mediator, the Client shall choose a mediator from a list of five (5) mediators acceptable to the Provider. Such mediation shall take place in a mutually agreeable location convenient to both parties within Aiken County, South Carolina. All mediation costs shall be paid equally by the parties.

32. **Notice of Claims and Limitation on Action.** Client shall make no claim or demand, in law or in equity, including but not limited to any breach of this Agreement, rescission, revocation, or for any warranty, misrepresentation, mistake or other cause of action, unless Client first notifies Provider in writing of the basis and nature of the claim or demand within three (3) business days after the event complained of first becomes known.

To the extent permitted by law, in the event of any legal action instituted by Client against Provider for any claims, causes of action, loss or other action arising out of, under or in connection with this Agreement must be brought within one (1) year of the date of such claim or loss occurs. Client agrees to this time limit and further waive any rights available under any State statute of limitations.

33. **Waiver of Jury Trial.** THE PARTIES HERETO, TO THE EXTENT PERMITTED BY APPLICABLE LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO PROVIDER TO ENTER INTO THIS AGREEMENT.



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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.

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SIGNER STATEMENT OF AWARENESS

I, THE UNDERSIGNED, REPRESENT THAT I HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP SUBSTANTIAL RIGHTS. I ATTEST THAT ALL FACTS STATED HEREIN ARE TRUE AND ACCURATE AND I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS SET FORTH IN THIS AGREEMENT. I HAVE SOUGHT (OR HAVE BEEN GIVEN THE OPPORTUNITY TO SEEK) LEGAL ADVICE REGARDING THIS AGREEMENT. I AM SIGNING THIS FREELY AND VOLUNTARILY WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

IN WITNESS WHEREOF, Client and Provider have executed this Agreement effective as of the Effective Date.

CLIENT:

Name: _____

Signature: _____

PROVIDER:

INFINITY SPORT HORSES, LLC

A South Carolina Limited Liability Company.

By: _____

Name: Shannon Riley

Its: Manager



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EXHIBIT "A"

CREDIT CARD AUTHORIZATION

For your convenience, you may pay by Visa, Mastercard, American Express and Discover.

Card Type: _____

Name of Cardholder: _____

Card Number: _____

Security Code: _____

Expiration Date: _____

Billing Zip Code: _____

Authorized Signature: _____

This form allows Provider to utilize the above referenced credit card for payment for services provided by Provider.