

BUCKLEIGH FARMS EQUESTRIAN CENTER

APPLICATION AGREEMENT

I. INFORMATION

PERSONAL

Applicant's Name _____

Social Security Number _____ Birth Date _____

Spouse's Name _____ Birth Date _____

Social Security Number _____ Anniversary Date _____

College/University Alma Mater _____ Spouse's Alma Mater _____

Local Address _____

Out of Town Address _____

Billing Address _____

Center Communications
Address _____

Telephone: Telephone:
Local Residence (_____) Out of Town (_____)

E-mail Address _____ Spouse's E-Mail Address _____

Unmarried children under the age of 23:

<u>Name</u>	<u>Birth Date</u>
_____	_____
_____	_____
_____	_____

BUSINESS

Applicant's Company Name _____ Title _____

Business Address _____

Telephone (_____) Years in Present Employment _____ • Retired _____

Fax Number (_____) E-mail Address _____ Website _____

Spouse's Company Name _____ Title _____

Spouse's Business Address _____

Telephone ()	Years in Present Employment	• Retired
Fax Number ()	E-mail Address	Website

CLUB REFERENCES

1. Name of Organization	Year Accepted
Type	Address
Telephone ()	Contact Person • Present Member

PERSONAL REFERENCES

1. Name	Address
Years Known	Telephone ()
2. Name	Address
Years Known	Telephone ()

II. PURCHASE OF MEMBERSHIP

I (the "Applicant") hereby execute this application and agreement regarding certain terms of membership ("Application Agreement") of Buckleigh Farms Equestrian Center (the "Center").

Membership is contingent upon approval by the Center, which approval shall be at its sole discretion.

III. PAYMENT OF DUES, FEES AND CHARGES

_____ I hereby agree to pay to the Center dues, including any applicable sales tax or other taxes. Fees for Membership are:

Annually:

_____ January 1- December 31=\$950

Semi-annually

_____ January 1-June 31=\$475

_____ July 1 to December 31=\$475

Monthly

_____ I hereby agree to pay monthly dues of _____ per month for
_____ months

In the event that any amounts owed to the Center are not paid on a timely basis, I understand that I may be charged a late payment charge in accordance with the Terms (as defined herein). I further understand that if I fail to pay my Center account within 30 days of when it is first billed, the Center shall have the right to charge my credit card on file with the Center for any delinquent amounts, including any late payment charges.

I certify that the below listed card is issued to me. I understand that I am obligated to keep a valid approved credit card on file with the Center at all times.

Credit Card Type _____

Credit Card Number _____ Exp. Date _____

Cardholder Signature _____

IV. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

I acknowledge that membership in the Center permits the Member to use the Center referred to in this Agreement in accordance with the Terms of Membership, Rules and Regulations (“Terms”) set forth herein and attached hereto as Exhibit B. Membership in the Center is not an investment in the Buckleigh Farms Equestrian Center LLC (the “Company”) or the Center, and does not give a Member a vested or prescriptive right or easement to use the Center. Membership in the Center does not provide a Member with an equity or ownership or any other property interest in the Center, the Company, or any organization owned or operated by the Center’s owners, operators, affiliates, successors, or assigns. A Member only acquires a revocable license to use the Center facilities in accordance with the Terms, as the same may be amended from time to time, and this Application Agreement. All rights and privileges of Members under the Terms of this Application Agreement are subordinate to the lien of any mortgage or deed of trust encumbering the Center facilities from time to time.

The Company reserves the right, in its sole discretion, to modify the Terms, to reserve memberships, to sell, lease or otherwise dispose of the Center or its facilities in any manner whatsoever and to any person whomsoever, to add, issue or modify any type or category or class of membership, to recall any membership at any time for any or no reason whatsoever, to convert the Center into a member-owned Club, and to make any other changes in the terms and conditions of the membership of the Center including permanent discontinuation of Center operations.

V. MEMBERSHIP TERMS

I hereby acknowledge receipt of the Membership Terms set forth herein and the attached Exhibits and that I have read and understand them, and agree to be bound by them as the same

may be amended from time to time by the Center should my Application Agreement be approved. I further acknowledge that I am not relying on any oral representations in applying for a Membership to the Center.

SECTIONS VI THROUGH IX SHALL BECOME OPERATIVE UPON ADMISSION TO THE CENTER'S MEMBERSHIP.

VI. RULES

Member has received and reviewed a copy of the Center's current Terms prior to Member's execution of this Application Agreement. Member understands that Company reserves the right to amend the Terms at any time and will provide Member with copies of any amended Terms within a reasonable period from the date of adoption. Member agrees to strictly abide by and adhere to all of the Center's Terms which are set forth herein. Also, if Member discovers defects in or around the Center, Member agrees to notify the Company immediately.

VII. AUTHORIZATION TO RELEASE INFORMATION

Upon signing this Application Agreement, I authorize the disclosure and release of information to the Center or the Company for investigating my qualifications for membership, including my credit history and law enforcement records, and agree to hold the Center and the Company harmless from any and all such acts. All information contained within this Application Agreement will be kept confidential by the Center, except in the ordinary course of Center operations or as required by law.

VIII. MISCELLANEOUS

1. Member represents that all information provided in this Application Agreement is true, accurate and complete and does not fail to contain any information which is reasonably needed to make the information so provided not misleading.
2. This Application Agreement shall be binding on, and inure to the benefit of, the Center, the Company and Member, and their respective employees, assistants, agents, insurers, representatives, heirs, and assigns.
3. Modifications to this Application Agreement are only binding if in writing and signed by Applicant/Member and accepted by the Company. This Application Agreement cannot be assigned by Applicant/Member without prior written agreement of Company. Company shall have the right to assign this Application Agreement, or pledge it as security for an indebtedness, in its sole discretion.

4. South Carolina Law governs this Application Agreement. If any provision is found invalid or enforceable, the remainder of such provision of the remaining portions in this Application Agreement shall remain valid.

5. This Application Agreement contains the entire agreement between Member and Center with respect to its subject matter and incorporates and integrates all previous promises or understandings between Member and Center with respect to the subject matter.

6. Should Applicant/Member breach this Application Agreement, Applicant/Member agrees to pay Center's and Company's reasonable attorneys' fees and court/arbitration costs related to such breach. Applicant/Member agrees that Center and Company shall have the exclusive right, in its sole discretion, to submit any dispute arising under this Application Agreement to binding arbitration under the rules of the American Arbitration Association; Applicant/Member consents to such forum if selected by Company and Applicant/Member agrees to waive any right to a jury trial. It is also agreed that any legal disputes between the parties handled through the courts shall be brought and litigated in a court located in Aiken County, South Carolina. Applicant/Member consents to this location and agrees that it is convenient.

7. Member hereby agrees to indemnify and hold harmless the Company, the Center, the owner of the Center facilities and their respective employees, associates, agents, insurers, representatives, heirs, successors and assigns, and others acting on their behalf, against all damages which Member or Member's guests or representatives may cause to the Company, the Center or any third party arising out of the use of the Center facilities.

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 ACTIVITIES, PURSUANT TO ARTICLE 7, CHAPTER 9 OF TITLE 47, CODE OF LAWS OF SOUTH CAROLINA, 1976.

Dated: _____, 20__

Applicant's Signature

Printed Name

Dated: _____, 20__

Spouse's Signature

Printed Name

This Application Agreement shall not be binding on the Center until the acceptance below is signed.

ACCEPTED BY

**BUCKLEIGH FARMS EQUESTIAN
CENTER LLC**

By: _____
Authorized Representative

Dated: _____

EXHIBIT A

INFORMATION REGARDING HORSE(S):

1. HORSE(S): Please provide information below and promptly apprise Center of any updates:

NAME OF HORSE:

Age/Breed/Color: _____

Vices/Habits: _____

Preferred Veterinarian
& Phone Number: _____

Insurer & Policy # _____

Insurer Emergency # _____

Applicant represents that the horse(s) described in Section 2 above is/are, to the best of Applicant's knowledge, free from transmittable illnesses or diseases and is/are wormed and current on immunizations for tetanus, EEE, Potomac Fever, strangles, flue, rabies, and rhino. Prior to boarding the horse(s), Applicant must provide the Center with a negative Coggins Test taken of horse(s) and issued by a licensed veterinarian within the past twelve (12) months.

2. RECEIPT OF HORSE(S). Center acknowledges the receipt of horse(s) from Applicant on (Date) _____ for boarding under this Agreement. Applicant has inspected the Center's premises and is satisfied with the condition of same. (Center is authorized to fill in the date in this paragraph if the horse(s) is/are received for boarding at a date or time after signing of this Agreement).

3. RELEASE OF LIABILITY AND INDEMNIFICATION. This section shall become operative if and when the Company grants Applicant a Membership to the Center. Applicant understands and agrees that acceptance of this provision is a condition of membership and that the following covenants contained in Section VII herein may not be waived, altered, or amended in any fashion.

A. In consideration of the Center accepting this Application Agreement, Member agrees to hold harmless and release the Company, the Center, the owners of the facilities where boarding takes place, and their respective employees, assistants, agreements, insurers, representatives, heirs, assigns, and other acting on their behalf from liability for any and all bodily injuries or damages that Member may sustain when on or near the Center's premises and/or riding or near horses, caused in whole or in part by the ordinary negligence or legal liability of Center, its agents, employees, and/or assistants. By the term "damages," Member means medical expenses, expenses incurred because of bodily injury or property damages, and/or personal property damages. Further, Member releases and discharges the Company, the Center, the owners of the facilities where boarding takes place, and their respective employees, assistants, agreements, insurers, representatives, heirs, assigns, and other acting on their behalf and from all claims, demands, actions, omissions, rights of action, or causes of action (present or future), liabilities or obligations, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of Member's injury or damage that may be sustained, or property damage unless the injury or damage is caused by the Company's gross negligence, or wanton and willful misconduct.

Also, Member agrees to hold harmless and release the Company, the Center, the owners of the facilities where boarding takes place, and their respective employees, assistants, agreements, insurers, representatives, heirs, assigns, and other acting on their behalf from liability for any and all injuries, damages, or losses that Member's horse(s) may sustain that may accrue from any cause whatsoever, including but not limited to fire, theft, running away, accidents, illness, injuries or death during the term of this Agreement and while Member's horse(s) is/are in Center's care, custody, or control (except if directly caused by the gross negligence or wanton and willful misconduct of Center).

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 ACTIVITIES, PURSUANT TO ARTICLE 7, CHAPTER 9 OF TITLE 47, CODE OF LAWS OF SOUTH CAROLINA, 1976.

B. INDEMNIFICATION. Member shall be solely responsible for all acts and behavior of Member's horse(s) at all times during the term of this Agreement. In no case shall the Company, the Center, the owners of the facilities where boarding takes place, and their respective employees, assistants, agents, insurers, representatives, heirs, successors, assigns, and others acting on their behalf be liable for the acts and behavior of the horses. Member also hereby agrees to indemnify and hold harmless the Company, the Center, the owners of the facilities where boarding takes place, and their respective employees, assistants, agents, insurers, representatives, heirs, successors, assigns, and other acting on their behalf against all damages that Member or Member's guest or representatives may cause that are sustained or suffered by any third person(s), [people who are not parties to this Agreement, including, but not limited to, Member's relatives, guests, etc.] by reason of the stabling or keeping of the horse(s) at the

Center, or breach of any Terms of the Application or representations set out herein including any and all claims, damages, or injuries whatsoever. The indemnification shall also include the attorney fees of the Company or the Center and others affiliated with the Center. The terms of this section shall survive termination or expiration of the Agreement.

4. REPRESENTATIONS. Member represents he/she has notified the Center that the horse(s) boarded at the Center have no vices.

5. EMERGENCIES. In the event that the Company determines that Member's horse(s) have become injured or ill, Company will notify Member as soon as reasonably possible under the then prevailing circumstances at the telephone numbers specified in this Application Agreement. However, if Member is unable to be reached or does not immediately inform the Company of measures to be taken, or if the horse(s)'s health requires emergency action, Company in its sole discretion may, but is not obligated to, contact a veterinarian or administer emergency medical attention as the Center determines necessary, and Company shall under these circumstances, act as Member's agent to procure medical attention but Company shall not be obligated for payment of fees or costs. Member shall be solely responsible for payment of fees and costs. Under no circumstances shall Center or the Company be liable for any decision regarding the provision of veterinary services under such emergency situations.

6. VETERINARY CARE/INOCULATION AND WORMING PROGRAM. Center agrees to participate in any horse de-worming and/or inoculation programs against equine epidemics, viruses, or other illnesses (including, but not limited to, Potomac Fever, strangles, rhino, and influenza) that the Company may deem necessary for the general well-being and safety of horses maintained at Center facility. Company will advise Member of its program and the schedule. Member authorizes Company to arrange for routine veterinary services consistent with Member's program and as Company deems necessary. If Company procures veterinary care, or farrier care, on Member's behalf, Member shall, under these circumstances, act as Member's agent to procure the services but Company shall not be obligated for payment of veterinary and farrier fees and services.

7. INSURANCE. Member shall procure, at Member's sole expense, a policy of liability insurance designed to protect Member and applicable to the actions and behavior of Member's horse(s) while it/they is/are upon the premises of Center pursuant to this Application Agreement. Any such insurance shall name Center and the Company as an additional insured and Member agrees to and shall indemnify, defend and hold harmless Center and the Company from any loss, cost, expense and claim whatsoever arising out of Member's failure to name Center and the Company as an additional insured on any such insurance.

8. DAMAGE BY HORSE. Member agrees to reimburse Center and the Company for any damage to Center by Member or Member's Horse (such as wood chewing, breaking fence or stall, etc.). Center may apply any funds held as a security deposit to cover such damage and charge Member's for any damage exceeding the amount of costs held as a security deposit.

9. LIEN FOR FEES AND CHARGES. If the Member utilizes the stables, Member hereby grants Company a possessory lien against the Member's horse(s) for the value for any unpaid dues or other charges due to Center under this Agreement. Center may exercise its lien rights

pursuant to South Carolina Law. In the event that sale of Member's horse(s) does not secure a sufficient price to pay the dues and other charges due to Center, plus hauling and mileage, and other reasonable expenses and costs of the sale, Member shall pay Center the difference plus interest computed from the date on which such unpaid charges shall have been incurred by the Center. All partial payments shall be applied against the charges most recently incurred.

10. REMOVAL UPON TERMINATION. Upon termination or expiration of a Membership, Member shall have twenty-four (24) hours to remove any horses boarded at the Center, and also to remove any related property and/or equipment. If such time for removal causes Member's horse or horses to remain at the Center after termination or expiration of a Membership, Member shall pay Center dues at the then existing rate or at the monthly pro rata basis until such time as the horse or horses are removed.

EXHIBIT B

CENTER TERMS