# BOARDING CONTRACT

WITNESS THIS AGREEMENT this \_\_\_day of \_\_\_\_\_\_\_, 20**\_\_\_** by and between **Winding Creek Equestrian Center, LLC** hereinafter referred to as "Stable" and  hereinafter referred to as “Owner”. Stable and Owner shall be collectively referred to herein as the “Parties.”

WHEREAS, Stable is a stable keeper and agister as defined by Illinois law and provides for the care, feed and stabling of horses for a monthly fee.

WHEREAS, Owner wishes to Board a certain horse or certain horses with Stable.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, and the mutual covenants set forth herein, the Parties hereby agree and stipulate as follows:

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. 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 charge a $50 late fee and/or exert a lien against said horse(s), and the property upon the premises as 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 Illinois. Mailed Payments must be post marked by the 7th of the month. One late payment per calendar year is allowed if paid by the 20th of the month.

The initial monthly charge applicable to the services as set forth below shall be $ ­­­\_\_\_\_\_\_\_\_\_ per month.

1. Description of Horse(s) to be Boarded. Owner agrees to submit a fully completed 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.
   * Owner’s Horse (1):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   * Breed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   * Registration No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   * Description:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   * Owner’s Horse (2):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   * Breed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   * Registration No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   * Description:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. 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 therefore are as posted in the office of Stable and are subject to change at Stable's sole discretion. Owner agrees to pay or repair all damages done by horse, any animals, owner, or personal guests. The Boarding Fee shall include one of the following (circle applicable Board Type):
   * Pasture Board:
     + Maintenance Level equine diet consisting of forage (1.5% of body weight). Forage will be fed twice daily, or a slow-feed round bale will be provided.
     + Three-sided Shelter equipped with water (heated in winter) and salt block/ mineral block.
     + Additional Grain and or supplements can be fed for and additional fee. A feed bag must be purchased by Owner (pricing will vary).
     + Stall rest horses (stalled 24 hours/ 7 days per week for injury or illness) will be charged an additional fee of $5 per day or $150 per month.
   * Stall Board/ Private Paddock/ Stall Rest
     + Maintenance level equine diet consisting of forage fed twice daily (1.5% of body weight).
     + Horse(s) will be turned out, daily to “dry lots” depending upon season.
     + Stalls are cleaned once, daily. Shavings are placed in stall by Stable for the purpose of soaking up urine and manure, not as bedding. One inch (1”) thick therapeutic mats are provided in stalls for horse’s comfort.
     + Stall rest horses (stalled 24 hours/ 7 days per week for injury or illness) will be charged an additional fee of $5 per day or $150 per month.
   * In addition, each Owner is allowed one tack locker and one saddle rack per horse.
   * Stable will blanket horses for a monthly fee (see service chart).
3. 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 ANY AMOUNT PER ANIMAL. **OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMAL AT OWNER'S EXPENSE AND FOREGO ANY CLAIM**. 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.

1. 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 and indemnify Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.
2. Emergency Care. Stable agrees to attempt to contact Owner when Stable believes that medical treatment is needed for said horse(s), but if Stable is unable to contact Owner promptly, Stable is then authorized to secure emergency veterinary and/or farrier care required for the health and well-being of said horse(s). All costs of such care incurred 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 IN WRITING 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, Owner’s veterinarian and Owner’s farrier 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).

1. 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.
2. Shoeing and Worming. Owner agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide Stable with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Stable within thirty (30) days from the date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (10) days from the date the bill is submitted to the Owner.
3. Required Vaccinations: Owner agrees the horse shall be free from infectious, contagious or transmissible disease and shall perform the following vaccinations:
   * Ownership-Coggins Test. Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test each calendar year and upon request.
   * Flu-Rhino: (2 x annually: Spring and Fall).
   * EWT: (1 x annually in Spring).
   * Rabies: (1x annually Spring or Fall.
   * West Nile: (1 x annually in Spring).
   * Strangles: (1x annually in Spring).
4. Changes or Termination of This Agreement:
   * All notices must be issued in writing unless otherwise agreed upon by the Parties.
   * It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days’ written notice, regardless of the rental period.
   * Stable shall provide a 30-day notice for Changes to rate schedules.
   * Should Owner sell the horse, Owner shall provide 30- day notice to terminate boarding contract.
   * Owner shall provide a 30-day notice to conclude contract.
   * Owner agrees that upon removal of horse from the Stable, Owner shall remove all tack and equipment on the same day. Owner agrees that Stable shall have full ownership of remaining equipment or tack after horse has been removed, unless parties agree to a separate arrangement in writing.
5. Rules and Regulations:
   * The Owner agrees to abide by all the rules and regulations of Stable.
   * In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).
   * This Contract is not assignable or transferable.
   * If a horse dies, Stable will reimburse Owner the monthly board after all fees have been paid.
6. Right of Lien. The Owner is put on notice that Stable has a right of lien as set forth in the laws of this state (770 ILCS 40/49 Stable Keepers Lien Rights), for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Stable exercises Stable's lien rights as above-described for non- payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Equestrian Events representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys’ fees, costs, and other related expenses for which a minimum charge of $250.00 will be assessed.
7. Property in Storage on Stable's Premises. Owner may store certain tack and equipment on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.
   * Trailers may be stored upon the premises with approval of the Stable without charge.
8. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

# “Warning: Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.”

# (745 ILCS 47/1 et seq.)

1. Entire Agreement. This contract represents the entire agreement between the Parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Illinois and shall be enforced and interpreted in accordance with the laws of said State.
2. Enforceability of Contract. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.
3. Damage to Property. The undersigned agrees to be responsible for repairing or paying for any damage to property caused by themselves, their animals, or guests.

**OWNER** (or Authorized Agent): By:

OWNER'S PARENT OR GUARDIAN (IF OWNER IS A MINOR)

Address:

Telephone: (work) (home) (cell)

**Winding Creek Equestrian Center, LLC:**

By:

## Authorized Representative