

Boarding Agreement

Woodstock Equestrian Illinois Route 176 Woodstock Illinois

This agreement is made (date) _____, between Woodstock Equestrian located at Illinois Route 176 in Woodstock Illinois and _____ (referred to as "owner") residing at _____ horse described in Section 2.

1. Fees.

- (a) In consideration of \$500.00 per month, or \$20.00 per day, whichever is the lessor amount, paid by owner in advance on the first day of each month. Woodstock Equestrian agrees to board said horse beginning on _____, and agrees to provide the following services:
1. box stall, and
 2. alfalfa mix hay, (or best available) and quality grain supplied to the horse twice daily, and
 3. stalls cleaned and necessary bedding provided on a daily basis except for National Holidays, and
 4. Daily turnout in either pasture or paddock area, weather permitting, except for National Holidays.
- (b) Additional options to the basis fee paid in the same timely fashion are available as listed below. The owner must initial each requested service. These options can be changed at any time Woodstock Equestrian receives written notice from owner.

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____

The Fees, basic and / or additional, are subject to change given a 30-day written notice by Woodstock Equestrian.

A late fee of \$60.00 per month will be assessed for payment not received by the 5th of the month.

Heat surcharge to be added in winter months.

8. Assignment

Neither party may assign this agreement without the written consent of the other.

9. Right of Lien

Woodstock Equestrian has the right of lien as set forth in the law of the state of Illinois for the amount due for board and additional agreed upon service and shall have the right, without process of law, to retain said horse until the indebtedness is satisfactorily paid in full

10. Risk of Loss/ Hold Harmless

UNDER THE EQUINE ACTIVITY LIABILITY ACT, EACH PARTICIPANT WHO ENGAGES IN AN EQUINE ACTIVITY EXPRESSLY ASSUMES THE RISK OF ENGAGING IN AND LEGAL RESONSIBILITY FOR INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY RESULTING FROM THE RISK OF ACTIVITES.

11. Indemnity

Owner agree to hold Woodstock Equestrian, their principal Agents, Employees, Heirs and Successors harmless from any claim caused by said horse and agrees to pay legal fees incurred by Woodstock Equestrian in defense of a claim resulting from damage by said horse, or for injury or damage to persons or property resulting from participation in equine activities.

12. Governing Law.

This agreement is subject to the laws of the state of Illinois. Any legal action must be taken in Kane County. The Parties have executed this agreement _____ day of _____, 20_____.

13. Entire Agreement

This constitutes the entire Agreement between parties. Any modifications or additions MUST be in writing and signed by all parties to this agreement. No oral modifications or additions will be considered to be part of this agreement unless reduced to writing and signed by all parties.

Woodstock Equestrian

Signed By _____

Illinois Route 176 , Woodstock, Illinois.

Owner:

Signed By _____

Address: _____

City / State / Zip _____

Telephone (day) _____ (evening) _____

2. Description of the Horse

Name: _____ Age: _____

Color: _____ Sex: _____

Breed: _____ Height: _____

Registration / Tattoo / Brand : _____

3. Standard of Care

Woodstock Equestrian agrees to provide normal and reasonable care to maintain the health and well-being of said horse.

Optional Special Instructions:

(a) _____

(b) _____

(c) _____

4. Emergency Care

If medical treatment is needed, Woodstock Equestrian will call Owner. In the event Owner is not reached, owner grants Woodstock Equestrian the authority to secure emergency veterinary and / or blacksmith care. However, Owner not Woodstock Equestrian, has responsibility to pay for such emergency care. Owner is responsible to pay all costs relating to say care. Woodstock Equestrians authorized to arrange billing to the Owner, but Owner must make such arrangements with veterinarian and clinic in advance.

5. Shoeing and Worming

Woodstock Equestrian agrees to implement a shoeing and worming schedule / program, consistent with recognized standards. Owner is obligated to pay the expenses of such services, including reasonable stable charge. Such bill will be paid within 15 days from the date bill is submitted to Owner.

6. Ownership – Coggins Test

Owner warrants that he / she owns the horse and will provide, prior to time of delivery, proof of a negative Coggins test and each year thereafter.

7. Termination.

Either party may terminate this Agreement upon at least 30 days written notice. In the event of default, the wronged party has the right to recover reasonable attorneys' fees and court costs, resulting from this failure of either party to meet a material term of this agreement.