

## BOARDING AGREEMENT FOR GRAND PARADISE RANCH

This Boarding Agreement ("Agreement"), for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_ day of \_\_\_\_\_, 200\_ made by and between Grand Paradise Ranch ("Ranch"), 901 Grand Paradise Lane, Caseyville, IL 62232 and \_\_\_\_\_ ("Owner"). Ranch and Owner warrant that they have the right to enter into this Agreement and that they are not acting in reliance upon oral promises or statements from any person outside the terms of this Agreement. If the Owner is not the legal title owner of the Horse, the legal title Owner shall sign this Agreement along with the party authorized to board the Horse and execute this Agreement on their own behalf.

### 1. Description of Horse(s) Boarded.

Owner warrants that he/she is the legal title owner of the following described Horse(s) or otherwise has full capacity, power, and authority to execute, deliver, and perform this Agreement and that there are no express or implied liens, claims, charges, pledges, leases, hypothecations, security or other interests or encumbrances on, against, or in connection with the Horse(s)

Name: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Age: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_  
Registration/Tattoo: \_\_\_\_\_  
Medical Insurance Carrier: \_\_\_\_\_  
Phone number: \_\_\_\_\_ Policy number: \_\_\_\_\_

**2. Boarding Fees and Payment Terms.** Subject to the terms and conditions hereinafter set forth, and in consideration of the sum of \_\_\_\_\_ per month per horse, (plus any additional services specifically contracted for between Ranch and Owner) (collectively "Boarding Fees"), Ranch agrees to board Horse at Ranch located at the address stated above, on a month to month basis, commencing \_\_\_\_\_, 200\_. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month. Board is due and payable on the first day of the month, delivered to the Ranch address set forth above, or directly to Tom Freeman ("Management"). Boarding Fees may change at Management's discretion at any time with thirty (30) days notice to the boarders. Boarding fees received after the first (1st) day of the current month due will be subject to a late fee of \$15.00 per month. If Owner fails to pay any amount due for more than thirty (30) days, Ranch may immediately accelerate all other amounts due under this Agreement upon written notice to Owner. Boarding Fees may be paid by cash or check. Any check payment rejected for insufficient funds or any other reason whatsoever shall entitle Ranch to collect from Owner, in addition to the Boarding Fees and late fees, the applicable bank fee or other financial penalty to Ranch for the Owner's failed payment.

**Security Deposit:** A security deposit of \$\_\_\_\_\_ was received on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ on behalf of Ranch.

**3. Horse Care: Veterinarian/Blacksmith/Vaccinations/Worming.** Upon arrival of Horse(s) to Ranch, proof of current negative Coggins (within last 12 months) and influenza vaccinations, is required. Proof of negative Coggins is required once yearly and influenza twice yearly. Owner agrees to comply with Ranch's de-worming administration program and agrees to pay the stated Ranch charge for this service. At all times, Owner remains financially responsible for the costs of all medications prescribed and veterinarian services provided to Owner's Horse(s). Ranch agrees to provide the customary care ordinarily provided by boarding operators in Illinois, including the services defined in paragraph 2 above Except as otherwise provided herein, Ranch shall not be required to provide any other care for Horse. Regular veterinarian and blacksmith attention will be arranged by Owner and shall be invoiced to, and at all times the sole responsibility of, the Owner unless otherwise agreed to in writing with Ranch.

**4. Standard of Care/Emergency Care.** The standard of care applicable from Ranch to Owner is that of ordinary care of a prudent horse owner and not as a compensated bailee. Ranch is authorized, but

not obligated, to secure veterinary (including such veterinary care as may be necessary, in Management's sole discretion, to protect the life or health of the Horse or other horses in Ranch's facility, under unusual or emergency circumstances), blacksmith, transportation, and any other services required for the health, well-being, and/or other benefit of Horse. Owner shall be responsible for the costs of all such services and said costs shall be paid by Owner under the same terms and time as the Boarding Fees. The lien authorized by Paragraph 12 below shall extend to these services if paid by Ranch. Ranch is authorized to arrange billing of such services directly to Owner.

**5. Ranch Rules/Hard Hat Agreement/Liability Release.** Owner hereby acknowledges receipt and understanding of the current Grand Paradise Ranch Barn Rules, which are incorporated by reference in full, as if fully set forth herein. Owner agrees he/she and his/her guests, invitees, and other visitors will be bound by and abide by these Rules, and accepts responsibility for the conduct of his/her guests and invitees according to these Rules. Ranch may revise these Rules from time to time and Owner agrees any revision shall have the same force and effect as current Rules. Failure, as determined in Management's sole discretion, of Owner or Owner's guests, invitees, or other visitors to abide by Ranch Rules may result in Management declaring Owner in Default hereunder and result in the immediate termination of this Agreement. Owner understands and agrees that any and all minor riders, regardless of riding discipline, and riders jumping fences, are required to wear ASTM/SEI approved headgear at all times while mounted and it is highly recommended that all riders, regardless of age or riding discipline, should wear ASTM/SEI approved headgear while mounted. Owner accepts responsibility for the execution of Ranch's Liability Release and Hard Hat Agreement by each person riding and the execution of Ranch's Liability Release by anyone entering Ranch's premises for any reason whatsoever as Owner's guest, invitee, or other visitor.

**6. Property In Storage On Ranch's Premises.** Owner may store certain tack and equipment on Ranch's premises at no additional charge to Owner. However, Ranch shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Ranch as same is stored at the Owner's risk. Ranch shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken off Ranch's premises for horse shows, clinics, or any other reason whatsoever.

**7. Damage to Ranch Property:** Owner is responsible to replace and/or repair any damage to Ranch facility caused by Owner or Owner's Horse and any replacement or repairs performed by Ranch shall be reimbursed by Owner to Ranch on or before the date the next month's Boarding Fee is due.

**8. Liability Insurance.** Owner fully understands and hereby acknowledges that Ranch does not carry any insurance on any Horse(s) not owned by Ranch. Therefore, insurance for accidental injury, theft, equine mortality, or any other risks relating to boarding of Horse(s), or for any other reason for which the Horse(s) is/are in the possession of Ranch, *are to be borne by Owner.*

**9. Warranty Disclaimer, Indemnification, And Hold Harmless.** Owner agrees on his/her own behalf, and on behalf of his/her spouse, heirs, parents, relatives, legal guardian, agents, assigns, successors in interest, estates, guests, invitees or other visitors, and/or beneficiaries that no warranties or representations as to the condition or safety of the Ranch facility have been made by Ranch. Owner agrees Ranch and its owners, managers, officers, directors, members, partners, parent company(ies), subsidiaries, affiliates, agents, attorneys, assistants, representatives, assigns, volunteers, employees, independent contractors, trainers, and others acting on their behalf (collectively "Released Parties") shall not be liable for any illness, injury, death, or any other loss that the Horse(s) suffers while at their premises, in their custody, or control, or for any loss or damage to personal property at the facility, or any other illness, injury, death, damage, and/or any and all other claims or losses of any kind or nature incurred by Owner and/or Horse(s), even if caused in whole or in part by the negligence or any other fault of the Released Parties. Owner agrees to indemnify Released Parties against injuries and damages sustained or suffered by any third party, whether caused by Owner directly or indirectly, and which includes reimbursement of Released Parties' attorneys' fees even if caused in whole or in part by the negligence or any other fault of Released Parties. Owner understands and accepts the risks of engaging in equine activities and merely being near an equine, including, but not limited to: (i) The propensity of an

equine to behave in ways that may result in injury, harm, or death to persons on or around them;(for example, jump, run, kick, buck, bolt, spin, rear up, strike, or bite); (ii) The unpredictability of an equine's reaction to sounds, sudden movement, and unfamiliar objects, persons, other animals, or other things (for example, kick, buck, bolt, spin, rear up, strike, or bite); (iii) Certain hazards such as surface and subsurface conditions; (iv) Collisions with other equines or objects; (v) 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 his or her ability. and understands and accepts these risks exist even while not engaged in equine activities. Owner waives any right to special, incidental or consequential damages, including, without limitations, any damages arising from obligations which Owner may have undertaken to any third party in reliance upon any alleged promises or representations, and agrees that the Owner's damages for any breach of this Agreement shall not exceed the amount of the fees actually paid for the third party service.

**10. Liability Limits.** In no event shall Ranch or the other Released Parties be held liable to Owner for equine death or injury in an amount in excess of five hundred dollars (\$500) per horse. Owner agrees to obtain equine insurance for any horse valued in excess of five hundred dollars (\$500), at owner's expense, or forego any claim for amounts in excess of five hundred dollars (\$500). Owner agrees to disclose this entire agreement to Owner's insurance company and provide Ranch with the company's name, address and policy number. Failure to disclose insurance information shall be at Owner's risk.

**11. Termination Notice/Default.** This Agreement is a month to month tenancy. Either party may terminate this Agreement with thirty (30) days notice. Any termination of this Agreement by Owner shall be by execution and delivery of the Termination Notice included with this Agreement, delivered to Management on or before the first day of the preceding month. All outstanding Boarding Fees must be received on or before the termination date. Failure to give proper Termination Notice by the Owner constitutes a voluntary relinquishment of the Security Deposit and all amounts owed Ranch remain due and immediately owing without set-off for the amount of the Security Deposit.

Owner's failure to comply with any material term of this Agreement, including, but not limited to: failing to make his/her Boarding Fee payment(s) pursuant to Paragraph 2 above, failure to comply with any Ranch Rules, failure to comply with Coggins and/or other vaccination requirements in Paragraph 3, failure to require the execution of the Ranch Liability Release by any and all guests, invitees, or other visitors, shall constitute a Default by Owner. In the case of a Default by Owner, Ranch shall have the right to terminate this Agreement with twenty-four (24) hours notice to Owner and Owner shall remove his/horse within forty-eight hours (48) of receiving said notice. In the event of a Default, Ranch shall be entitled to recover its attorneys' fees, costs, and expenses incurred in enforcing the terms of this Agreement or otherwise incurred as a result of or arising out of Owner's Default. Acceptance by Ranch of any late payment shall not constitute a waiver of subsequent due dates or determinations of Default. Upon Owner's satisfaction of all amounts owed to Ranch, this Agreement is cancelled.

**12. No Waiver.** No delay or failure by Ranch to exercise any right or remedy under this Agreement shall be deemed a waiver of that right or any other term of the Agreement.

**13. Right Of Lien.** Owner grants Ranch a lien upon, and security interest in, the Owner's boarded Horse(s) to secure payment of all obligations and amounts due under this Agreement including, but not limited to: Boarding Fees, interest, financial institution's penalties for failure of Owner's payment, any Owner requested services, veterinarian care (emergency or routine), farrier services, and any and all additional fees incurred by Ranch on behalf of the Owner. Owner agrees to not remove Horse(s) from Ranch until amount of Lien is paid in full and attached Termination Notice is Acknowledged by Ranch.

**14. Governing Law, Attorneys' Fees, And Time Limitation.** The Parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and all disputes relating to the interpretation and enforcement of this Agreement, whether for monetary damages or equitable relief, and whether for breach of contract, negligence, or any other claim or cause of action, shall be resolved exclusively by the State Court in St. Clair County, Illinois. The Parties hereto submit to

this jurisdiction and venue for these purposes. Owner agrees that any and all claims and/or causes of action, for injury, death, property damage, and/or any and all other claims or losses of any kind or nature by Owner, on his/her own behalf and/or on behalf of a minor, against the Released Parties, must be brought within one (1) year of the date they accrue. Owner agrees to reimburse Ranch for any and all attorneys' fees and costs incurred by it in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of action involving, or in any way relating to, Owner.

**15. Bound Parties.** This Agreement shall inure to the benefit of, and shall be binding on Owner, and his/her spouse, heirs, parents, relatives, legal guardian, agents, assigns, successors in interest, estates, guests, visitors or other invitees, and/or beneficiaries.

**16. Entire Agreement/Non-Transferable.** This constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing unless otherwise agreed to between the parties. The posting of updated Ranch Rules or service fees in Ranch's viewing room or other open place at Ranch shall constitute notice and enforceability of any and all such changes by Ranch. This Agreement is non-assignable and non-transferable. If Ranch closes down for any reason whatsoever, Management will provide Owner thirty (30) days written notice to remove Horse from Ranch and Ranch shall be released from and held harmless for any further obligations under this Agreement.

**17. Client Certification:** Owner certifies that he/she has read and understood this entire Agreement and agrees to be bound by all of the terms and conditions contained therein.

**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**

**Grand Paradise Ranch**

**Date**

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**Owner Boarding the Horse**

**Legal Title Owner if Different**

Name:	_____	_____
Signature:	_____	_____
Address:	_____	_____
City:	_____	_____
State:	_____	_____
Zip:	_____	_____
Day Phone :	_____	_____
Evening Phone :	_____	_____
Cell Phone :	_____	_____
Email :	_____	_____