**The Black Spur Equestrian Center**

**Boarding Agreement**

This Boarding Agreement (“Agreement”) is made and entered into on this day of , 20 , by and between The Black Spur Equestrian Center (“Black Spur”) and (“Owner”), and if Owner is a minor, Owner’s parent or guardian .

Black Spur agrees to accept Owner’s horse, , for boarding; and, it is the plan and intention of the Owner to board this horse. For and in consideration of the agreements hereinafter set forth, Black Spur and Owner mutually agree as follows:

1. Owner agrees that Black Spur, their agents and employees are not liable for death, sickness and/or accident, including consequential damages caused to horse, except if caused by the willful and wanton gross negligence of Black Spur. Owner has examined the facility and understands and accepts the inherent risks involved in turnout and stabling at this facility. In addition, Owner agrees to hold Black Spur completely harmless and not liable for any injury whatsoever caused to Owner, and/or any loss or damage to personal property.
2. It is the Owner’s responsibility to carry full and complete insurance coverage on Owner, Owner’s horse and all personal property. Owner agrees to abide by all Black Spur rules and regulations and wear proper safety equipment, including but not limited to boots. In addition, all Owner’s under the age of 18 agree to wear a riding helmet while riding their horse.
3. Owner shall pay Black Spur for boarding services, as described below:
   1. $430 per month, Large Stall
      * + Hay & grain in the morning and evening
        + Turn out
   2. $340 per month, Paddock with Shelter
      * + Grain in the morning and evening
        + Round bale hay feeding
   3. $315 Small Pasture
      * + Round bale hay feeding
        + Grain in the morning only

d. $250 Large Pasture

* + - * Pasture Grass & hay as needed in round bale feeder (no grain)

Owner shall also have access to a tack room and storage for one saddle, blanket, bridle, halter & grooming supplies per horse. Owner of horse is responsible for all damage caused to facility by owner or horse. Owner will be billed for time and materials to repair or replace damage to property. Rates are subject to change with thirty (30) days advance notice to Owner/Boarder by Black Spur.

1. Board is due when the horse is delivered and on the first (1st) of each subsequent month, timely payments are strictly enforced. A finance charge of $5.00 per day will be charged on all accounts 10 days past due. If payment is overdue by 60 days, Black Spur is entitled to a lien against horse for the amount due and shall enforce the lien and sell horse for the amount due, according to the appropriate laws of the state of Illinois.
2. This Agreement can be terminated by either party at any time with thirty (30) days advance written notice provided to the other party. The board rate covers the entire month. No credit or refund will be provided for boarding services vacated prior to the end of the month.
3. Horse shall be free from infectious, contagious or transmissible disease. The following are required as a condition to boarding:
   1. Current negative Coggins test
   2. Health, worming and immunization record

Black Spur reserves the right to refuse horse if not in proper health upon arrival.

1. Black Spur reserves the right to notify Owner within seven (7) days of horse’s arrival if horse, in Black Spur’s opinion, is deemed dangerous, sick or undesirable for a boarding stable. In such case, Owner is responsible for removing horse within seven (7) days and responsible to pay for all fees incurred during horse’s stay. After all fees have been paid, this Agreement is concluded.
2. Owner will be responsible for all veterinary, farrier, worming, vaccinations and feed supplements. Regular veterinarian and farrier attention will be arranged by Owner, and shall be invoiced by the veterinarian and farrier directly to Owner. In the event of sickness and/or accident to the horse, after reasonable efforts have failed to contact Owner, Black Spur has permission to contact a veterinarian for treatment at Owner’s expense.
3. Owner agrees to notify Black Spur of any training services they have contracted, either formally or informally, with a trainer and provide the trainer’s contact information to Black Spur. Trainers providing horse training at Black Spur must be competent, insured, professional trainers, must agree to and abide by the Black Spur Trainer Code of Conduct and be pre- approved by management as an authorized Black Spur trainer prior to conducting training at Black Spur. Black Spur allows and has authorized numerous trainers to conduct training on Black Spur grounds. Owner has the right to switch trainers at their sole discretion; however, Black Spur encourages owner to refrain from soliciting or accepting training advice from any Black Spur trainer while contracted with another Black Spur trainer.
4. Should either party breach this Agreement, the breaching party shall pay for the others court costs and attorney fees related to such breach.
5. This Agreement is made and entered into in the State of Illinois and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, that individual clause is null and void.
6. This Agreement represents the entire agreement between Black Spur and Owner/Boarder. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Agreement as described as follows:
   1. None.
7. Initial here if you agree to allow Black Spur Equestrian Center to use your photo on website, Facebook, Instagram and in Cheyenne Room. \_\_\_\_\_\_\_. Individuals names will not be associated with pictures.

When Black Spur and Owner/Boarder or Owner’s parent or guardian if Owner is a minor, sign this Agreement, it will then be binding on both parties, subject to the above terms and conditions.

**Black Spur Equestrian Center** Management **Date**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner/Boarder Printed Name

**Owner Signature** **Date**

Address City State Zip

Mobile Phone Number:

Email Address:

Veterinarian:

Horse’s Name:

Horse Description:

Horse’s Age:

**Owner/Horse Information Sheet**

**Owner's Name**:

Parent/Guardian Name:

Mobile Phone:

Email:

Address:

**Horse's Name & Registration**:

Foaled: Color:

Markings:

Barn Name: Age:

Does horse have any dangerous habits or vices?

**Trainer’s Name (If applicable):**

**Medical History**: **Vaccination History**:

Colic: Frequency: Tetnus: Date:

Founder: When: Rhinumune: Date:

Allergies: Encephalomyelitis: Date:

West Nile: Date:

Rabies: Date:

Coggins: Date:

Worming: Date:

**Feed**:

Hay: Amount:

Grain: Amount:

**To be contacted in case of emergency if owner cannot be reached:**

Name: Phone:

Is Horse insured? Insurance Carrier:

Veterinary emergency contact:

Phone:

**The horse is/is not a surgical candidate in the event of colic or serious illness (check one)**

Yes: No: Expense limit: $

Owner's Initials: Date:

**HELMET RELEASE WAIVER**

It is statistically clear that there are certain inherent dangers associated with horseback

riding. One of those dangers is the risk of suffering serious head injury should the rider fall or be thrown from his/her horse. It is, therefore, the policy of Black Spur Equestrian Center and it's

assigns, that safety riding helmets will be worn at all times when riders are mounted on a

horse.

I, , being fully aware of that policy and the reason for

it, choose of my own free will, NOT to wear a safety riding helmet. In taking this action, I

hold Black Spur Equestrian Center, it's assigns, and their insurer free of any liabilities for injuries that I

may receive as a result of my actions and failure to wear a safety riding helmet.

The option to not wear a riding helmet is not available to those riders under the age of 18. All riders under the age of 18 must wear a riding helmet while riding at Black Spur Equestrian Center.

RIDER:

DATE:

WITNESS (Black Spur General Manager/Instructor):