

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:
 - a. _____ \$400 per month, Large Stall
 - Daily stall cleaning
 - Hay & grain in the morning and evening
 - Water
 - Turn out if elected below
 - b. _____ \$375 per month, Small Stall
 - Daily stall cleaning
 - Hay & grain in the morning and evening
 - Water
 - Turn out if elected below
 - c. _____ \$310 per month, Paddock with Shelter
 - Hay & grain in the morning and evening
 - Water
 - d. _____ \$285 per month, Paddock without Shelter
 - Hay & grain in the morning and evening
 - Water
 - e. _____ \$285 Small Pasture
 - Hay & grain in the morning only
 - Water

- f. _____ \$220 Large Pasture
 - Grass & hay as needed (no grain)
 - Water
- g. _____ \$30 per Month, Daily Turn Out
- h. _____ \$20 per Day, Day Stall
- i. _____ \$15 per Day, Guest with Horse Fee

Owner shall also have access to a tack room and storage for one saddle, blanket, bridle, halter & grooming supplies per horse. The above rates will remain unchanged for twelve (12) months following the date of this Agreement. Following this initial twelve month period, rates are subject to change with thirty (30) days advance notice to Owner by Black Spur.

4. 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 1.5% per month (18.0% annually) will be charged on all accounts 30 days past due. If payment is overdue by 90 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.
5. 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.
6. Horse shall be free from infectious, contagious or transmissible disease. The following are required as a condition to boarding:
 - a. Current negative Coggins test
 - b. Health, worming and immunization record
 Black Spur reserves the right to refuse horse if not in proper health upon arrival.
7. 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.
8. 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.
9. 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 approved 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.

10. Should either party breach this Agreement, the breaching party shall pay for the others court costs and attorney fees related to such breach.
11. 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.
12. This Agreement represents the entire agreement between Black Spur and Owner. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Agreement as described as follows:
 - a. None.

When Black Spur and Owner 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

Date

By: _____

Owner

Date

 Address

 City

 State

 Zip

Mobile Phone Number: _____

Email Address: _____

Veterinarian: _____

Horse's Name: _____

Horse Description: _____

Horse's Age: _____

15711 13th Street
 Milan, IL 61264
 (309) 716-0005
www.BlackSpurEC.com
 Blackspurec@gmail.com

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:

Colic: _____ Frequency: _____

Founder: _____ When: _____

Allergies: _____

Vaccination History:

Tetnus: _____ Date: _____

Rhinumune: _____ Date: _____

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): _____