

Boarding Agreement/Mare Care Agreement

This agreement is entered into on _____ Date by and between the undersigned "Boarder" or "Owner" and Black Pearl Friesians LLC (aka Trail's End Farm LLC) referred to herein as "Stable" as follows:

Boarder name: _____

Mare Name and Reg. Number: _____

Owner Address: _____

Owner Phone Number(s): _____

Owner Email: _____

Date of Negative Coggins and vaccinations: _____

1. Fees, Term, and Location

Mare Boarding Daily Rate of \$20 per day. Mare with Foal Daily Rate of \$25.00 per day. Stallion Collection Fee is \$200.00 per mare breeding.

The Stallion Breeding will be paid in full upon arrival and is under separate contract.

Veterinary Service will be provided by Dr. Abe Trone of Lena Veterinary Clinic in Lena, IL. An account must be set up with Lena Veterinary Clinic as they will bill their services separately. Please contact them directly for prices and information 815-369-2400. The account must be set up before services will be provided.

The board will be paid before the horse is released from the premises.

Any additional services or charges, including but not limited to, extra feed, supplies, special care, reimbursement for damages, will be paid before the horse is released from the premises.

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.

2. Description of Horse(s) to be Boarded.

Owner agrees to submit a fully complete 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.

3. 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 them in safe and proper order. Black Pearl Friesians will provide care and board for the horse referenced above and is not liable for any injury or illness to the horse.

4. 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, HANDLING OR BREEDING 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 AN AMOUNT IN EXCESS OF FIVE HUNDRED DOLLARS (\$500) PER ANIMAL. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS 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 STABLE WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

5. 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 Stable from any such claims. Owner agrees to disclose any and all

hazardous or dangerous propensities of horse(s) boarded with Stable.

6. Emergency Care.

Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care secured 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 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 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).

7. 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.

8. 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 (15) days from the date the bill is submitted to the Owner.

9. Ownership-Coggins Test and Vaccinations

Owner warrants that he owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon request and proof of current vaccinations including but not limited to: Flu, Rhino, Eastern/Western Equine Encephalitis, Tetanus, Rabies, Potomac Horse Fever, Strangles, West Nile.

10. Changes or Termination of This Agreement.

It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days' notice, regardless of the rental period. All notices must be issued in writing unless otherwise agreed upon by the

parties. The posting of updated rate schedules in a conspicuous or open place in Stable's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

11. Rules and Regulations.

The Owner agrees to abide by all the rules and regulations of the 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).

12. Right of Lien.

The Owner is put on notice that Stable has a right of lien as set forth in the laws of the State of Illinois, 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 Stable's 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.

13. 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 on the property at a \$30/month rate. The Stable takes no responsibility for theft, loss, damage or disappearance of any trailer parked on Stable property. Any trailer is stored at the Owner's risk.

14. 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.

Owner expressly releases Stable from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Stable or its representatives, agents or employees.

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.

15. 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. As a condition of to this Agreement, Boarder must sign the General Release of Liability form and Warning.

16. 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.

Miscellaneous provisions:

Time is of the essence of this Agreement This Agreement shall be binding upon the heirs, successors and assigns of each of the parties hereto, and shall be interpreted by the laws of the State of Illinois.

In addition to all other fees and charges, Boarder shall pay reasonable attorney's fees and costs incurred in the enforcement of any of the provisions of this Contract.

Dated this _____ day of _____, 2019.

Signature of Boarder

Tiffany J. Reyenga van der Kooi

Black Pearl Friesians

OWNER INFORMATION

Owner Name:

Horse Name:

Please list names and phone numbers of all contact people in order of call list preference:

1.

2.

3.

4.

Name and Number of Veterinarian:

Dr. Abe Trone – Lena Veterinary Hospital

Please write a short description of your horse's daily routine and personality quirks along with anything you would like us to be aware of:

AM Feed and Amounts:

PM Feed and Amounts: