

Hollett Hill Farm Boarding Agreement

ILLINOIS 745 ILCS 47 - Illinois Equine Activity Liability Act

WARNING: UNDER ILLINOIS LAW, it is recognized that equine activities are hazardous to participants, regardless of all feasible safety measures that can be taken. Each participant who engages in an equine activity expressly assumes the risk of and legal responsibility for injury, loss, or damage to the participant or the participant's property that results from participating in an equine activity.

This Boarding Agreement (“Agreement”) is made and entered into on this _____ day of _____, 20_____, by and between Hollett Hill Farm, LLC (“Hollett Hill”) and _____ (“BOARDER”), and if Boarder is a minor, Boarder’s parent or guardian _____.

Hollett Hill agrees to accept Boarder’s horse(s), (“Horse”) as listed on attached Horse Information Sheet(s), on the terms set forth below. All parties warrant that they have the right to enter into this Agreement and that for and in consideration of the agreements set forth herein, Hollett Hill and Boarder mutually agree as follows:

1. BOARDING FEES

In consideration of payment per Horse per Month for the boarding type selected on the Horse Information Sheet and in accordance with the Hollett Hill Farm Price List paid by Boarder by the the first (1st) day of each month, Hollett Hill agrees to board the Horse(s) described on the attached Horse Information Sheet (s) on a month to month basis commencing _____, 20_____. This amount shall not be subject to any refund, regardless of the date the stall is vacated. Partial months boarding shall be paid on a pro-rated basis based on the number of days boarded in a standard 30 day month. The term of this Agreement shall begin on the date stated above and continue on a month to month basis until terminated in accordance with the provision of this Agreement.

Boarder warrants that he or she owns/leases the Horse listed on the Horse Information Sheet(s) and that there are no liens against the horse, express or implied.

Boarding Invoices are sent out at the end of each month and BOARDER will be billed for any miscellaneous charges for that month, plus the advance Board fee of the next month. Invoices will be emailed unless Boarder makes a request for a hard copy Invoice via U.S. mail.

If Horse is share-boarded or leased out, Boarder remains responsible for all payments due and owing to Hollett Hill for boarding and boarding-related expenses. Invoices will continue to be sent to Boarder to be paid to Hollett Hill from Boarder. It is Boarder’s responsibility to collect any payments

from agreements they have through share-boarders or leasees. Hollett Hill is not responsible for enforcing payments for share-board, lease, or other horse sharing arrangements entered into by Boarder. Boarder agrees that if they enter into a share-board, lease, or other horse sharing arrangement, they will promptly notify Hollett Hill with information of the individual sharing the Horse, along with contact information for said individual, a signed Liability Release, as well as any other pertinent information that would enable Hollett Hill in enforcing that Horse is only handled by approved individuals. _____ [**BOARDER Initials**]

Hollett Hill's Price List may change at any time and Boarder agrees any revision shall have the same force and effect as the current Price List. Should such change be required, Hollett Hill shall give Boarder no less than thirty (30) days written notice. Rates will be published on the website and in the South Barn tack room and North Barn chalk board. Hollett Hill must reserve this right given the changing costs of running an equestrian facility, including but not limited to the cost of hay, electricity, water, and the like. _____ [**BOARDER Initials**]

Late Fees: All payments are due in full within fifteen (15) days of the first of the month. After fifteen (15) days, a late fee of \$25 per horse will be applied. If the account is not paid in full within thirty (30) days, an interest charge of 2% monthly (24% APR) on the unpaid balance will be assessed.

If payment is overdue by ninety (90) days, Hollett Hill is entitled to a lien against the Horse and personal property for the amount due and shall enforce the lien and sell Horse and property for the amount due, according to the appropriate laws of the state of Illinois, such as 770 ILCS 40, Innkeepers Lien Act. Per 770 ILCS 40, the sales of horse and personal property may be sold by private sale to satisfy the lien or Hollett Hill may take possession of the Horse and/or personal property.

2. BOARDING TERMS

Boarding services included in the boarding fee:

Hollett Hill agrees to provide normal and reasonable care to maintain the health and well-being of the Horse. Hollett Hill recommends that Boarder regularly completes a thorough wellness check of their Horse(s).

In exchange for the payment of the chosen boarding type as set forth on the Horse Information Sheet, Hollett Hill shall provide the following Boarding Services:

- a. **STALL BOARD**
 - i. Daily turnout (weather pending)
 - ii. Morning / Evening feedings of barn supplied hay and Boarder supplied feed*
 - iii. Boarder may supply meal bags if specially prepared food is desired
 - iv. Daily basic wellness check
 - v. Daily stall cleaning

- vi. Daily water top-off
- vii. Water bucket washed as needed
- viii. Horses will be turned out and brought in at Hollett Hills' discretion
- ix. Use of facility Riding Arenas and Facility Amenities

If Horse requires a special diet such that Hollett Hill-supplied hay cannot be fed, Boarder agrees to pay to provide desired hay. *Boarder is responsible for providing all desired grain, feed, and/or supplements at Boarder's expense.

Hollett Hill manages stalling charts and pasture/paddock turnouts. Horses may be moved to any stall as well as any pasture or paddock located at Hollett Hill as determined by Hollett Hill.

b. PASTURE BOARD

- i. Access to hay as needed
- ii. Automatic waterers
- iii. Visual wellness check
- iv. Use of facility Riding Arenas and Facility Amenities

If Horse requires a special diet such that Hollett Hill-supplied hay cannot be fed, Boarder agrees to pay to provide desired hay.

Hollett Hill manages pasture and paddock turnouts. Horses may be moved to any pasture or paddock located at Hollett Hill as determined by Hollett Hill.

Services Not Included in Pasture Board: Hollett Hill does not administer grain, supplements, or medications for pasture boarded horses.

In the event a Pasture Boarded horse requires Stall Board for any reason, the daily stall rate (or monthly rate, whichever is less for the invoice period) will be charged in addition to the normal Pasture Board monthly fee.

Services Not Included in Boarding Fees: Hollett Hill does not provide blanketing, fly mask application, medication services, bandaging, hand-walking, or other additional services regardless of Boarding type without prior approval and/or without additional fee payment(s).

3. VETERINARY AND FARRIER SERVICES

Boarder agrees to provide humane care to their Horse as recommended by veterinary and farrier professionals for the safety and well-being of the Horse. Boarder understands that veterinary and farrier services are not included in the boarding fees.

Boarder will be responsible for all veterinary, farrier, deworming, vaccinations, supplements, and

dental care. Regular veterinarian and farrier attention will be arranged by Boarder and shall be invoiced by the veterinarian and farrier directly to Boarder.

Boarder agrees that as a condition of boarding at Hollett Hill, Horse must be free from infectious, contagious, or transmissible disease.* The following care services provided by Boarder are required as a condition to boarding:

- a. Current negative Coggins test (required for all horses coming on to property) to be updated annually;
- b. Health, worming and immunization records, as prescribed by Veterinarian and to be kept up to date as advised by Veterinarian;
- c. Regular foot care as prescribed by professional farrier

Boarder agrees to provide veterinary records proving subparts (a) and (b) listed above.

*Hollett Hill reserves the right to refuse Horse if not in proper health upon arrival. In such event, Boarder is responsible for removing Horse within seven (7) days and is responsible to pay for all fees incurring during Horse's stay.

Emergency Veterinary/Farrier Care Services:

Hollett Hill shall attempt to contact Boarder if, in Hollett Hill's opinion, immediate care is needed for Horse. If Hollett Hill is unable to contact Boarder within a reasonable time, which time shall be judged and determined solely by Hollett Hill upon the circumstances, Boarder authorizes Holett Hill to secure emergency veterinary or farrier care by any licensed providers of such care selected by Hollett Hill, as necessary to preserve the Horse's health and well-being. Hollett Hill agrees that they will first attempt to call service providers listed on Horse Information Sheet. Emergency care may also include transport to the appropriate service providers.

The cost of such care secured shall be due and payable by Boarder within fifteen days from the date Boarder receives notice thereof, provided however, that Hollett Hill is authorized to arrange direct billing by said care provider to the Boarder. Boarder acknowledges and agrees that Hollett Hill will perform any emergency treatment on Boarder's Horse that it deems necessary and reasonable and Boarder shall release Hollett Hill from any negligence claims related to any such treatment.

Boarder understands, consents, and agrees to Emergency Care Services _____ [**BOARDER Initials**]

**4. RISK OF LOSS and LIABILITY FOR DAMAGES;
HOLD HARMLESS and INDEMNIFICATION AGREEMENT**

"Boarding" is defined in this Agreement to the broadest extent possible permitted by law and includes any and all activities associated with the Horse being in the custody of Hollett Hill.

Risk of Loss: During the time that the Horse is in the custody of Hollett Hill, Hollett Hill shall **NOT**

be liable for any sickness, disease, theft, death, or injury which may be suffered by the Horse, or for any direct loss, damage, theft, or injury to Boarder's tack, equipment, vehicles, trailers, or any other item stored or kept in the custody of Hollett Hill. This includes, but is not limited to, any personal injury or disability the Horse may receive while in the custody of Hollett Hill that may accrue from any cause whatsoever in connection with boarding, including but not limited to injury or loss by fire, theft, running away, natural elements of the property; turnout, death, sickness and/or accident during the term(s) of this Agreement. _____ [**BOARDER Initials**]

Insurance: Boarder fully understands and hereby acknowledges that Hollett Hill does not carry any insurance on any horse not owned by Hollett Hill, including, but not limited to, such insurance for boarding or any other purposes, nor coverages under any public liability, accidental injury, theft, or equine mortality insurances. Boarder is hereby warned that direct loss, damage, theft, or injury to Boarder's Horse, tack, equipment, vehicles, and/or trailers are not covered by Hollett Hill's insurance. Boarder, having financial interest in such items, must carry his or her own personal property insurance under a homeowner's, tenant's, or other insurance policy, or under a separate policy as in the case of loss of a horse. All risks relating to boarding of the Horse, or for any other reason for which the Horse is in the custody of Hollett Hill, *are to be borne solely by* Boarder. It is the responsibility of the Boarder to carry full liability insurance throughout the period of this Agreement, including coverage on the Horse and all personal property, protecting Boarder and Hollett Hill from any and all claim(s) arising out of or relating to this Agreement. _____ [**BOARDER Initials**]

Boarder expressly assumes these risks and waive(s) any claim he or she might state against Hollett Hill as a result of injury or loss incurred in boarding the Horse at Hollett Hill.
_____ [**BOARDER Initials**]

Hold Harmless: In consideration of Hollett Hill undertaking the board and relating services under the terms set forth herein, Boarder agrees to hold Hollett Hill and any of its any of its employees, agents, contractors, trainers, instructors, or volunteers, harmless from any claim resulting from damage or injury caused by the Horse, Boarder, and/or any of Boarder's guests or individuals in the care and custody of Boarder, including but not limited to claims for physical injury, property damages, and loss of life to anyone, and agrees to pay any legal fees and/or expenses incurred by Hollett Hill in defense of such claims. _____ [**BOARDER Initials**]

Indemnification: Boarder further agrees to reimburse and pay for any property owned by Hollett Hill which is damaged by Boarder or the Horse. If the Horse becomes excessively destructive or Hollett Hill is unable to handle the Horse because of behavioral problems and such inability to handle the Horse causes a risk to the Horse or to Hollett Hill including any of its employees, agents, contractors, trainers, instructors, or volunteers, Hollett Hill may terminate this Agreement and Boarder must remove the Horse from the property within fourteen (14) days of written notice of such termination, pursuant to said conditions. _____ [**BOARDER Initials**]

Boarder shall be solely responsible for all acts and behavior of the Horse at all times during the term of this Agreement and after the term of Agreement if Horse remains at Hollett Hill. Hollett Hill and any of its any of its employees, agents, contractors, trainers, instructors, or volunteers shall not be

liable for the Horse's acts and/or behavior. Boarder shall indemnify Hollett Hill against any and all claims, actions, demand, judgements, injuries or damages to third parties involving the Horse
_____ [**BOARDER Initials**]

Boarder represents that he/she has informed Hollett Hill through completion of the Horse Information Sheet of any conditions or traits of the Horse which might lead to the injury of any person or property and that the Horse is/are free of any disease which may be transmitted to any other animals being boarded at Hollett Hill. _____ [**BOARDER Initials**]

Please note that it is a requirement for all BOARDERS to sign a separate LIABILITY WAIVER for entry to Hollett Hill and for participation in any Equine Activity associated with Hollett Hill. Equine Activity is defined in the LIABILITY WAIVER. No Boarding Agreement is valid without a signed LIABILITY WAIVER.

Further, it is BOARDER's responsibility to have their guests and any individuals under BOARDER's care and custody to sign their own separate LIABILITY WAIVER. This is necessary for any and all guests of BOARDER and individuals under the care and custody of BOARDER.

5. STABLE RULES

Boarder hereby confirms and understands the current Hollett Hill Farm Rules ("Rules") and acknowledges receipt of same, which are incorporated by reference in full, as if fully set forth herein. Boarder agrees he/she and his/her guests and individuals under his/her care and control will be bound and abide by these Rules and Boarder accepts responsibility for the conduct of his/her guests and invitees to act in accordance to these Rules.

Hollett Hill may revise the Rules from time to time and Boarder agrees any revision shall have the same force and effect as the current Rules. Failure, as determined in Hollett Hill's sole discretion, of Boarder or Boarder's guests and invitees to abide by the Rules may result in Hollett Hill declaring Boarder in default hereunder and result in termination of this Agreement.

All riders must wear appropriate riding apparel and all riders must wear an ASTMISEI-approved riding helmet while riding a horse on the property. Boarder agrees to enforce this policy.

Boarder agrees not to operate business, not-for-profit, or organization from Hollett Hill without express written permission from Hollett Hill.

Any personal property left at the facility for more than 30 days after this Agreement is terminated will become property of Hollett Hill.

Boarder acknowledges that image(s) of Horse(s) may be present in various marketing materials including social media posts. Boarder grants authorization for such use.

In the event of Horse's death, Boarder must arrange for removal within three (3) days.

Surveillance cameras and related equipment, including video recording, may be installed by Hollett Hill for security and animal welfare purposes.

6. STABLE'S RIGHT TO REFUSE BOARD

Hollett Hill reserves the right to refuse the continuation of board of any horse for any reason, to include but not limited to: animal's poor health or unsoundness; animal's dangerous propensities, habits and/or vices of animal which Hollett Hill is not equipped to handle; Boarder's refusal to obey Stable Rules or to cooperate with Hollett Hill on reasonable requests relative to management of Hollett Hill, concerns to welfare and safety of animals and people on premises; and, also in event of the discontinuation of the business of boarding horses.

7. TERMINATION

This Agreement is a month-to-month tenancy and either party may terminate this Agreement for any reason by giving the other party thirty (30) days written notice thereof. Texts and/or emails are considered written notice. Additionally, the Agreement may be terminated at any time upon mutual written agreement of the parties. This Agreement may also be terminated pursuant to any and all listed Termination scenarios within this Agreement.

In the event of termination, any payment due and owing to Hollett Hill shall be due and payable by Boarder within fifteen (15) days from the date of the written termination but should be paid in full prior to Horse vacating Hollett Hill, whichever is sooner. In the event the Horse does not leave Hollett Hill within thirty (30) days from termination, Boarder shall continue to pay board fees and any other charges that accrue up until the time the Horse is actually vacated. If the Horse remains at Hollett Hill for more than 30 days after the termination of this Agreement, Hollett Hill may take the Horse and sell it, applying the proceeds against any sums owned to Hollett Hill under this Agreement, and then forwarding the balance, if any, to Boarder.

If the Horse dies, the Agreement shall terminate effective immediately upon notice to Hollett Hill and Boarder shall be entitled to a pro-rated refund of any pre-paid Board Fee, less any outstanding charges under this Agreement.

Hollett Hill may terminate this Agreement at any time upon the material breach of Boarder of this Agreement. Material breach includes violation of paragraph 5. Stable Rules, and in the event that Boarder causes an unsafe situation, disruptive, toxic, or abusive atmosphere. In the case of material breach, Hollett Hill shall have the right to recover reasonable legal fees and expenses, if any, incurred as a result of said breach.

8. RIGHT OF LIEN

Boarder is put on notice that Hollett Hill has and may assert and exercise a right of lien against the

Horse, as provided for by the laws of the State of Illinois, for any amount due for the board and keep of Horse, and also for any storage or other charges due and owing from Boarder's failure to make payment in strict adherence to the terms set forth in this Agreement. Boarder agrees Hollett Hill shall have the right, without process of law, to attach a lien to Boarder's horse after three (3) months of non-payment or partial payment and Hollett Hill can then sell Boarder's horse to recover its loss. In ALL actions, the Boarder is responsible for all reasonable attorneys' and/or collection offices' fees incurred by Hollett Hill in the collection of said delinquent account(s). _____ [**BOARDER Initials**]

9. ASSIGNMENT

This Agreement may not be assigned by Boarder and is not transferrable without the express written consent of Hollett Hill. Any attempt to assign or transfer the Agreement without the prior written consent of the other party shall be null and void.

10. GOVERNING LAW 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 will be resolved exclusively by binding arbitration venued in Henry County, Illinois, before a single arbitrator of the American Arbitration Association ("AAA"). The arbitrator shall be selected by an application of the rules of the AAA Commercial Code, or by mutual agreement of the Parties, except that such arbitrator shall be an attorney admitted to practice law in Illinois. No party to this Agreement will challenge the jurisdiction or venue provisions as provided in this section. Any claim of any kind against Hollett Hill must be brought within one (1) year of the date it accrues.

11. ENTIRE AGREEMENT

This Agreement, together with attachments referenced herein, represents the entire agreement between the Parties. No other agreements or promises, written, verbal or implied are included unless specifically stated in this written Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

Attachments Included and Incorporated into Agreement:

- Liability Waiver;
- Horse Information Sheet;
- Hollett Hill Farm Price List;
- Hollett Hill Farm Barn Rules.

12. SEVERABILITY

If any clause of this Agreement is deemed to conflict with State Law of Illinois or is found invalid or unenforceable for any reason, then that clause is null and void, but the remainder shall remain in full force in effect. All terms and conditions to the Agreement shall be binding on heirs, administrators,

and assignees of the Boarder and Hollett Hill.

13. WAIVER OF CONTRACTUAL RIGHT

The failure of Hollett Hill to enforce any provision of the Agreement shall not be construed as a waiver or limitation of Hollett Hill’s right to subsequently enforce and compel strict compliance with every provision of the Agreement.

14. BOARDER CERTIFICATION

Boarder attests they have received copy of Hollett Hill’s Liability Waiver, Price List, Barn Rules, and Horse Information Sheet contemporaneously with this Agreement and have executed same to the extent applicable and agrees and consents to be bound by same.

Boarder has seen and accepted the property “as is” and is satisfied with the conditions and facilities of Hollett Hill.

Boarder understands they have many options in choosing a boarding facility and have chosen Hollett Hill after consideration of all terms/conditions.

BOARDER ACKNOWLEDGES AND AGREES THAT HE/SHE HAS COMPLETELY READ THE PROVISIONS OF THIS BOARDING AGREEMENT AND AGREES TO ALL OF THE TERMS SET FORTH HEREIN.

Boarder agrees to receive text and email alerts for various events. Hollett Hill agrees not to share your contact information with any 3rd parties that are not part of our day-to-day operations. Boarder agrees that their contact information may be posted in public areas around the facility (for example, stall doors) so that they can be contacted in the event of an emergency.

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

Boarder or Boarder’s Parent/Guardian

Date

Boarder’s Parent/Guardian if Boarder under 18 years old

Date

Address

City

State

Zip

Mobile Phone Number: _____

Email Address: _____