



## Casey's Safe Haven Holistic Horse Rescue

8N005 Illinois Route 47

Maple Park, IL 60151

630-945-2724

info@caseyssafehaven.org

www.caseyssafehaven.org

### BOARDING CONTRACT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Casey's Safe Haven Holistic Horse Rescue Management (CSH), 8N005 IL Route 47 Maple Park Illinois 60151, and

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Name: - hereafter referred to as the "Owner"

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Full Address:

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Phone Number:

Email:

The owner agrees to pay Casey's Safe Haven per month the sum of \*Six Hundred and Sixty dollars (\$660.00) for outdoor run and \*Six Hundred and Thirty dollars (\$630.00) without run as a boarding fee for the horse named:

\_\_\_\_\_ to be paid on the first day of each month. \*Unless alternative payments are agreed upon between CSH and owner.

**Late fees:** \*Fees after the 15<sup>th</sup> of each month and thereafter are subject to a late fee of ten (\$10.00) dollars per day, for each day late after the 15th. This is a fee above and beyond the original boarding fee per month.

The Owner further agrees that veterinary care, farrier, chiropractic, dental, trailering the horse to a designated location, or any and all other expenses, fees and/or costs incurred for the horse by Casey's Safe Haven are to be paid immediately upon services rendered.

**Fee Increases:** Casey's Safe Haven hereby agrees to provide to the Owner with thirty (30) day written notice of any increase in fees and the owner agrees to pay any and all increases in said fees, if the horse continues to board after the effective date of the fee(s) increase.

***The Owner hereby agrees not to remove the horse from the premises unless all fees and/or costs are paid in full.***

**Boarding Contract Cancellation:** If the Owner wishes to terminate this Boarding Contract and remove the horse from Casey's Safe Haven premises, the Owner will provide a written notice, thirty (30) days prior from the date of cancellation.

**Horse Insurance:** The Owner agrees to be solely responsible for all insurances on the horse including but not limited to, accidental injury, theft, public liability and equine mortality insurance.

### **Hold Harmless/Waiver Information**

**Horse Emergency:** In the event the horse becomes critically ill and/or injured and emergency care is urgently needed, Casey's Safe Haven agrees to notify the Owner by telephone. If the Owner cannot be reached, the Owner hereby gives approval for any and all emergency veterinary and/or blacksmith treatment necessary for the health and well-being of said horse and owner agrees to hold harmless CSH from any veterinary and CSH decisions regarding the health and welfare of said horse. Emergency veterinary treatment will be billed at the time of service directly to the Owner, with the Owner's promise to pay and hold Casey's Safe Haven harmless thereafter. The Owner agrees to provide Casey's Safe Haven with written notice of all emergency situations.

CSH shall assume that the Owners desires surgical care if recommended by a veterinarian in the event of colic, or any other life-threatening illness, unless CSH is instructed herein or on the Owner's information sheet by Owner that the horse(s) is/are not surgical candidates.

The Owner agrees to notify CSH of any and all changes of address, emergency contact numbers, itineraries or any other information reasonably necessary to contact the Owner in the event of an emergency. In the event that the Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify CSH 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).

**Liability of Damage(s) Incurred to and by the Horse:** CSH shall not be liable for any damages to the horse arising out of boarding the horse or which may occur from any related cause, including but not limited to, loss by fire, theft, running away, death or injury during the term of this Agreement, except where any such loss is caused by the gross negligence or intentional act of CSH. The Owner agrees to be solely responsible for all acts and behaviors of the Owner's horse at all times, and in no case shall CSH be liable for the horse's acts and behaviors. The Owner agrees to hold harmless CSH from any and all claims, suits, actions, settlements or judgements occurred while boarding Owner's horse.

**Illinois Compiled Statute (770 ILCS 40/0.01) Innkeepers Lien Act et seq:** Owner is put on notice that CSH has and may assert and exercise a right of a possessory lien, as provided for by the laws of the State of Illinois after two (2) months of non-payment or partial payment amount owed, for unpaid board, late fees, and any other horse charges, and/or costs incurred. The lien will restrict the Owner from removing the horse(s) from facility due to the amount owed of unpaid board, late fees, and any other charges, costs and/or expenses, including attorney's fees, incurred in connection with the enforcement of a lien. Enforcement of the lien, of the horse and/or personal property left on the premises may be sold through a private sale, public sale, and/or may take ownership of the horse and any or all personal property left on the premises to satisfy the lien and recover its loss.

Any action or claim brought by Owner against 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.

**Entrance Requirements:** To ensure that a horse is not harboring any infectious virus/disease, we require a Coggins test to check for Equine Infectious Anemia (EIA) antibodies in the horse's blood. This test must be taken within thirty (30) days before arrival by an accredited veterinarian showing a negative test result.

In addition, a general health certificate indicating that the horse is free of infections or contagious disease dated no earlier than sixty (60) days before arrival is also required.

**The Owner agrees to provide Casey's Safe Haven with all health records with regard to the horse**

**Hoof Care/Shoeing, Vaccinations, Dental, and Worming:** The Owner agrees to provide necessary hoof care/shoeing of the horse(s) as reasonably necessary, at Owner's expense; this includes any dental work.

**Deworming will be at the Owner's expense and done as scheduled and/or when necessary by owner.**

**Vaccination Protocol**

Owner understands that Casey's Safe Haven Holistic Horse Rescue, a 501(c)3 non-profit equine rescue and sanctuary organization and is not required to vaccinate their rescued equines. The owner/boarder recognizes that rescue horses may not be required to be vaccinated and may enter the facility with incomplete health histories. Owner assumes all risk related to non-vaccination of their owned horse and in consultation with their veterinarian will be responsible for all vaccinations and health risks associated with/without vaccination. Standard vaccination recommendations may include; Eastern/Western Encephalomyelitis, Tetanus, (EWT), Flue/Rhino (FR), West Nile Virus (WNV) and Rabies. Additional Risk Based vaccines to consider include; Strangles, Lyme and Lepto. Upon signing this boarding agreement, Owner agrees to forever waive, release, agree to indemnify and to hold harmless Casey's Safe Haven Holistic Horse Rescue, from any and all liability for any and all claims, demands, causes of action, damages, injuries or death that may result and assumes all risk related to the shared facility and vaccination requirements or decisions of Casey's Safe Haven or other Casey's Safe Haven boarders. It is further agreed by the Owner that they will assume all risks related to vaccination and agree there will be no claims hereafter, or demands against, or initiate, file or bring any legal lawsuit, action or proceeding against Casey's Safe Haven, related to the items listed in this Agreement.

If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, Owner agrees all the remaining provisions shall be construed as if the affected provisions had not been included in order to effectuate the intent of the parties.

SPECIAL INSTRUCTIONS TO STABLE	
<b>Veterinarian:</b>	<b>Phone:</b>

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**WARNING**  
**Under the Illinois Equine Activity Liability Act, 745 ILCS47/1 et seq. each participant who engages in an equine activity expressly assumes the risk of engaging in, and legal responsibility of injury, loss, or damage to person or property resulting, from equine activities.**

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Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Casey's Safe Haven Signature: \_\_\_\_\_ Date: \_\_\_\_\_