



Edward McCarthy
10N331 Nesler Road, Elgin, Illinois 60124
(847) 888-9888



BOARDING AGREEMENT

This Boarding Agreement ("Agreement") is made and entered into this ___ day of _____ 20___, by and between McCarthy Farm, Inc. ("Facility") located at 10N331 Nesler Road, Elgin, IL and _____ (name) _____ (address) _____ (daytime phone) _____ (evening phone) ("Client"), and for good and valuable consideration, the parties agree as follows:

1. **Horse Boarded:** Client is the owner of, or otherwise authorized to enter into this Agreement for boarding services rendered to the following described Horse ("Horse") (If more than one horse is boarded, the following information is provided for each horse as an attachment hereto and referenced herein collectively as "Horse").

Registered or Show Name _____

Barn Name (if different from registered or show name) _____

Color _____ Breed _____ Markings _____

Sex (circle one)(Gelding)(Stallion)(Mare) Date of Birth _____

2. **Billing:** Subject to the terms and conditions hereinafter set forth, and in consideration of the sum of \$475 per month per horse, (plus any additional services specifically contracted for between Facility and Client) paid by Client to Facility on or before the 1st day of each month, Facility agrees to board Horse at barn located at the Facility address stated above. A Facility penalty of \$15 per day may be assessed on all balances not paid on or before the 1st day of the month. Boarding Fees may change at Facility's discretion at any time with thirty (30) days notice to the boarders. If Client fails to pay any amount due for more than thirty (30) days, Facility may immediately accelerate all other amounts due under this Agreement upon written notice to Client. Any payment rejected or voided for insufficient funds, or any other reason whatsoever, shall entitle Facility to collect from Client, in addition to the Boarding Fees and Facility penalty, the applicable bank fee or other financial penalty to Facility for the Client's failed payment. A Security Deposit of \$100.00 per stall is required to be paid at the commencement of this Agreement. The Security Deposit is security for Client's performance of all terms and conditions of this Agreement. Facility may apply all or any portion of the security deposit in payment of any amount due Facility from Client. Upon proper termination of this Agreement by Client in accordance with terms contained in Paragraph 3 below, and full performance of all Client's obligations under this Agreement, so much of the security deposit as remains unapplied shall be returned to Client within 30 days of termination date. The security deposit shall not bear interest unless required by Illinois law and shall be deposited in Facility's general operating account combined with other funds. Client cannot use the security deposit for last month's board or any other month board payments or for any other amounts due.

3. **Termination:** Any termination of this Agreement by Client shall be with sixty (60) days notice by execution and delivery of the Termination Notice included with this Boarding Agreement, delivered to Edward C. McCarthy, on or before the first day of the month prior to the month of the Termination Date. Any and all outstanding Boarding Fees must be received on or before the Termination Date. Facility may terminate this Agreement with Client by written or verbal twenty-four (24) hours notice at anytime for any reason.

4. **Lien:** Client grants to Facility a lien upon, and security interest in, the Horse to secure payment of all obligations and amounts due under this Agreement including, but not limited to Boarding Fees, Facility penalties, financial institution penalties for Client's failed payment, any Client requested veterinarian, farrier or other services, and any other fees or costs incurred by Facility on behalf of Client.



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5. Horse Care: Facility agrees to provide the customary care ordinarily provided by boarding facility operators in Illinois, including stall space, feed two times per day, hay two times per day (hay may also be provided in dirt turnout when horses not on grass), water, turn-out six days per week (Mon-Sat) weather permitting (individual turnout available for an additional charge), and any additional boarding services specifically contracted for between Facility and Client. Except as otherwise provided herein, Facility shall not be required to provide any other care for Horse.

6. Emergency Care: Facility is authorized, but not obligated, to secure veterinary (including such veterinary care as may be necessary, in Facility's sole discretion, to protect the life or health of Horse or other horses at Facility, under unusual or emergency circumstance), blacksmith, transportation, and any other services required for the health, well-being, and/or other benefit of Horse. Client shall be responsible for the costs of all such services and said costs shall be paid by Client under the same terms and time as the Boarding Fees. The lien authorized by Paragraph 4 herein shall extend to these services if paid by Facility. Facility is authorized to arrange billing of such services directly to the Client.

7. Vaccinations: Client warrants that Horse is free of all communicable diseases upon delivery to Facility. Client shall provide a record of a negative Coggins test performed within 12 months prior to arrival. If Horse arrives without record of such test, Facility may, at its option, refuse to accept the Horse or provide the test at Client's expense. Client is responsible to ensure regular de-worming and seasonal vaccinations for each of his/her horses and shall provide documentation evidencing these treatments to Facility at the time the service is performed.

8. Barn Rules/Hard Hat Agreement/Proper Riding Attire: Client acknowledges receiving, reviewing, and understanding the Barn Rules and Hard Hat Agreement and agrees to be bound by all of the terms and conditions contained therein. Client accepts responsibility for ensuring that each person riding at Facility as a student, invitee or other guest of Client, wears ASTM/SEI approved protective headgear and proper riding attire including long pants and riding boots with a heel. Client further accepts responsibility that Client's guests, invitees, and other visitors, including, but not limited to children of Client or Client guests and invitees, whether riding or not, abide by each and every Barn Rule and that children are supervised by an adult at all times.

9. Liability Releases: Client agrees to execute Facility's Release, Waiver, Hold Harmless, and Indemnification Agreement ("Release") and accepts responsibility for the execution of Facility's Release by each person riding Client's or another's horse(s) or entering Facility for any reason, whether as Client's guest, invitee, or for any other purpose.

10. Insurance: Client accepts responsibility of carrying full and complete mortality and major medical insurance coverage on Client's Horse(s) and full and complete insurance on Client and Client's personal property. The Facility does not carry any such insurance on any horse.

11. Liability Limits, Warranty Disclaimer, Indemnification, and Hold Harmless: McCarthy Farm, Inc., A.M.T. Land, LLC and its owners, managers, officers, directors, members, partners, subsidiaries, affiliates, agents, attorneys, assistants, representatives, assigns, volunteers, employees, independent contractors, trainers, and others acting on their behalf, as well as Edward C. McCarthy and Karen L. McCarthy, and their respective heirs, relatives, agents, attorneys, assigns, and others acting on their behalf (collectively "Released Parties") shall not be liable for any illness, injury, death, or any other loss that the Horse suffers while at Facility, while in its custody, or control, or for any loss or damage to equipment at Facility, or any other illness, injury, death or any other loss connected with boarding, conditioning, training, or other services provided by the Released Parties whether caused by negligence or other fault (other than direct gross negligence or willful or wanton misconduct). Client understands and accepts the risks of engaging in equine activities, including, but not limited to: the propensity of an equine to behave in dangerous ways that may result in injury or death to a person on or



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near it, the inability to predict an equine's reaction to sound, movements, objects, persons, or animals, a horse's collision with an object or another animal, the potential for a person participating in an equine activity or otherwise being on or around equines to act in a negligent manner to fail to control the equine or to not act within his or her ability, dangers of natural hazards, including surface or subsurface conditions, and understands and accepts these risks exist even while not engaged in equine activities. Client waives any right to special, incidental or consequential damages, including, without limitations, any damages arising from obligations which Client may have undertaken to any third party in reliance upon any alleged promises or representations, and agrees that the Client's damages for any breach of this Agreement shall not exceed the amount of the fees actually paid for the third party service. Client agrees for him/herself, agents, representatives, relatives, invitees, guests, and other visitors to Facility, that no warranties or representations as to the condition or safety of Facility have been made and none of the Released Parties, shall be liable for any personal injury or damages to Client or his/her agents, representatives, relatives, invitees, guests, or other visitors to Facility caused by negligence or any other fault (other than direct gross negligence or willful or wanton misconduct). Client agrees to indemnify Released Parties against injuries and damages sustained or suffered by any third party, whether caused by Client directly or indirectly, and which includes reimbursement of Released Parties' attorneys' fees.

12. Property in Storage at Facility: Client may store certain tack and equipment at Facility at no additional charge to Client or at a disclosed additional fee. However, the Released Parties shall not be responsible for the theft, loss, damage, or disappearance of any tack or equipment or other personal property stored at Facility as same is stored at Client's risk.

13. No waiver: Facility may, at its sole discretion, waive or delay any right or remedy under this Agreement under one or more occasions for this or any other Client. No such decision shall be deemed a permanent or complete waiver of any such right or remedy as to this Client or any other Client.

14. Governing Law, Attorneys' Fees, and Time and Liability Limits: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. All disputes relating to the interpretation and enforcement of the provisions of this Agreement shall be resolved exclusively by the federal or state court located in Kane County, Illinois, and the parties hereto hereby submit to the jurisdiction and venue of the court for such purpose. Client agrees that any and all claims and/or causes of action, for injury, death, property damage, breach of contract, or other claims or losses, by the Client, on his/her own behalf and/or on behalf of a minor Client, against Facility, their respective heirs, directors, members, subsidiaries, affiliates, agents, officers, assigns, volunteers, employees, independent contractors, and affiliated groups, must be brought within one (1) year of the date of the occurrence or contract breach giving rise to such claim or loss. In no event shall Facility be held liable to Client for the Horse(s) death or injury in an amount in excess of Five Thousand Dollars (\$5,000) per horse. Client agrees to reimburse Facility for any and all attorneys' fees and costs incurred by it in enforcing the terms of this Agreement.

15. Bound Parties: This Agreement shall inure to the benefit of, and shall be binding on Client, his/her parents, family, legal guardian, agents, heirs, assigns, successors in interest, estates, and/or beneficiaries.

16. Entire Agreement/Non-transferable: This constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties. This Agreement is non-assignable and non-transferable. If McCarthy Farm, Inc. ceases to do business for any reason whatsoever, Facility will provide Client thirty (30) days written notice to remove Horse from McCarthy Farm and Facility shall be released from and held harmless for any further obligations under this Agreement.



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17. Client Certification: Client certifies that he/she has read and understood this entire Agreement and agrees to be bound by all of the terms and conditions contained therein.

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

Dated

Client Signature

Client Printed Name

Dated

McCarthy Farm, Inc.

By: _____
Edward C. McCarthy, as its President