

MGM Paso Finos • Matthew G. Marks
14135 Fennel Road · Newark, IL 60541
Phone: 815-695-1111

EQUINE BOARDING (IN-SIDE STALL) AGREEMENT

This Boarding Agreement (Agreement) is made _____, 2____, between MGM Paso Finos LLC. and _____ (Owner), owner of the horse (s), described below in Section 2.

1. Term

- a) The term of this Agreement shall be for a period of one year, beginning _____, 2_____, and ending no later than _____, 20_____, or as otherwise provided for herein. If it is the intent of the parties to renew this Agreement at the end of the above term, a new Agreement shall be executed by the parties no later than thirty (30) days prior to the termination date listed above.
- b) MGM Paso Finos LLC. may terminate the Agreement at any time. Owner has the option of terminating the Agreement with 30 days *written* notice for each horse boarded (i.e., if Owner has two horses, 60 days written notice is required.) Any termination of the Agreement is with the understanding that the 30 (60) day notice is from the end of the month in which notice is given, that any outstanding fees will be due and payable immediately, and that in no case will any fees be refunded for unused boarding / training time.

PLEASE NOTE THAT ON THE DAY YOUR HORSE(S) IS / ARE REMOVED FROM THE BARN FOLLOWING TERMINATION OF THIS AGREEMENT ALL YOUR TACK AND OTHER EQUIPMENT MUST BE REMOVED ON THAT SAME DAY. ITEMS LEFT BEHIND BECOME SAID PROPERTY OF MGM PASO FINOS LLC.

- c) MGM Paso Finos LLC. reserves the right to notify Owner in writing if it believes horse (s) is / are too dangerous, sick or undesirable for boarding / training at MGM Paso Finos LLC. Once this written notice has been given, Owner has seven (7) days to remove the horse(s) from the premises provided and all fees incurred must be paid.
- d) If Owner sells horse (s) described herein, a 30 day notice is deemed given and unless and until horse's new owner signs a new Boarding / Training Agreement in his / her own name with MGM Paso Finos, LLC., Owner named herein remains liable for any and all charges associated with this Agreement.
- e) Should Owner's horse(s) die prior to the end of this Agreement, this Agreement terminates. In this situation ONLY will the 30 day notice be waived, but there will be no refund for any charges already paid.
- f) This Agreement is non-assignable and non-transferable.

2. Description

This Boarding Agreement covers the horse(s) described below:

	<u>Horse #1</u>	<u>Horse #2</u>	<u>Horse #3</u>
Name	_____	_____	_____

Initials of MGM: _____ · Initials of Owner: _____

Age _____

Breed _____

Sex _____

Size _____

Registration # _____

3. Ownership

- a. Owner warrants that he / she owns the above-described horse(s) free and clear, is at least 18 years old and has the right to execute this Agreement.

4. Requirements prior to commencement of boarding / training,

Owner will provide to MGM Paso Finos LLC. with the following for each horse to be boarded / trained:

- a. A copy of a current negative Coggins test.
- b. Proof of a current Strangles booster and any other immunizations.
- c. Health history or Certificate of Health for horses arriving from out of state.
- d. A signed waiver of liability for him / herself as well as signed waivers of liability for any other person, other than MGM Paso Fino's staff, that will be riding or handling owner's horse (s).
- e. Halter and lead rope.
- f. Any special instructions for Owner's horse (s).

5. Consideration / Payment

Owner shall pay a \$300.00 deposit. If the notice provisions, described in section 1 (b) above, is not adhered to, this deposit will not be refunded. The cost of any damage done by Owner's horse (s) will be deducted from the deposit, as will any costs associated with failure to give proper notice. The balance of the deposit will be returned to the Owner.

Owner shall pay a monthly boarding fee of _____ US Dollars (_____), payable on the first of each month, for each horse boarded. Should the Owner hold over after this agreement terminates for any reason, Owner shall be liable to MGM Paso Finos LLC. for rent equal to \$45.00 (Forty Five dollars) a day for each day Owner remains after termination of this Agreement. Owner shall also be liable for all cost, fees, expenses or damages sustained by MGM Paso Finos, LLC. on account of such holding over.

This boarding fee does NOT include private lessons / training or one on one instruction. MGM Paso Finos LLC. will provide Owner with a monthly boarding bill, which will include the board and any other expenses incurred (training fee, etc.).

Payment is due by check, certified check or money order, made payable to MGM Paso Finos LLC. If not paid by the fifth of the month a charge of \$35.00 for each five days payment is late will be added to Owner's boarding bill until the board bill is paid in full.

The boarding fee includes:

- a. Daily turnout, weather permitting. Horses are turned out in groups unless there is a medical reason that a horse must be turned out alone. Colts and Stallions are turned out separately.
- b. Feeding. Horses will be fed hay two times per day and grain twice per day; supplements will be fed twice per day with grain and medicine will be given as needed. Water will be checked regularly and filled as needed.

c. Stall Cleaning. All stalls are cleaned seven (7) days a week and fresh shavings added as needed.

The boarding fee does NOT include:

- a. Training or Exercising. For an additional fee, horses will be worked by the MGM Paso Fino trainer or assistant. The training program and regime for said Horse is designed by the MGM Paso Fino LLC. trainer.
 - b. Damage to MGM Paso Finos LLC. property. Any damage caused either directly or indirectly by Owner's horse (s) to MGM Paso Finos LLC. property, including but not limited to stalls, fences, tack, equipment, run-in sheds, gates, etc. must be paid for by Owner.
 - c. Veterinarian / Dental / Farrier or other Similar Care. These services must be arranged and paid for by Owner.
 - d. Medicines. MGM Paso Finos LLC. will administer medicine to your horse(s) that has been prescribed by a veterinarian or other horse care practitioner. However, arranging for the purchase and shipment of such medicine, as well as monitoring supplies, is Owner's responsibility. Specific instructions regarding the administration of supplied medicines must be on file.
 - e. Worming. MGM Paso Finos LLC. will worm all horses as recommended by MGM Paso Finos LLC. veterinarian. In the months when MGM Paso Finos' staff worms Owner's horse (s) an additional fee will be applied to the Owner's board bill.
 - f. Supplements. MGM Paso Finos LLC. will feed supplements with the AM / PM feeding. However, arranging for the purchase and shipment of such medicines, as well as monitoring supplies, is Owner's responsibilities. Owners giving supplements in a "SmartPak" will incur no extra cost; however, Owner's not using the "SmartPak" system, will incur a \$35.00 monthly supplement fee which will be applied to the Owner's board bill.
 - g. Special Hay and / or Grain. If you do not want your horse(s) fed the house hay or grain, MGM Paso Finos LLC. will feed your horse(s) any hay or grain you prefer. However, arranging for the purchase and shipment of such hay or grain, as well as monitoring supplies, is Owner's responsibility. There is no discount in Owner's monthly boarding / training fee when Owner chooses to use special hay and / or Grain.
 - h. Riding instruction. MGM Paso Finos LLC. provides a variety of riding instruction and lesson packages for a separate fee. MGM Paso Finos LLC. prohibits outside instructors from teaching unless such instructor is a sub-contractor of MGM Paso Finos LLC.
 - i. Requested Services. MGM Paso Finos LLC will provide services based on the fee for services list as requested by owner.
6. Share-boarding and / or Leasing.

MGM Paso Finos LLC. allows for owners to have share boarding and / or leasing agreements with other individuals in an attempt to reduce the cost of boarding. Any agreements must be in writing and approved by MGM Paso Finos LLC. management. MGM Paso Finos LLC. reserves the right to deny any request for a shared boarding or leasing agreement. Owner and any other participant shall be required to execute all the appropriate documents as would any other boarder, rider, or participant in MGM Paso Finos LLC. programs. There is no assignment of a boarding agreement entered into by Owner and Owner shall remain responsible for payment of any / all fees or costs.

7. Sale of Horse (s).

Notice must be given to MGM Paso Finos LLC. of an owner's intent to place the horse (s) described herein up for sale. Owner shall be responsible to show the horse (s) to prospective buyers and to be present at vet exams. MGM Paso Finos LLC. shall not be responsible for any component of the sale of the horse (s) described herein. If a horse is sold, the term of this agreement shall be terminated consistent with the provisions of Paragraph I – Term of this Agreement.

8. Right of Lien

MGM Paso Finos LLC. has the **right of a lien** as set forth in 770 ILCS 40/49, for the amount due for board, fees, training and any additional agreed upon services and shall have the right, without the process of the law, to retain Owner's horse (s) until the indebtedness is satisfactorily paid in full. Should MGM Paso Finos LLC. have to invoke its privileges under the Lien Act, Owner will be required to pay any charges with a cashier's check or money order. NO PERSONAL CHECKS WILL BE ACCEPTED AT THIS POINT.

In addition, MGM Paso Finos LLC. has the right after 45 days to do the following

- a. Repossess Owner horse (s) and begin proceedings with PFHA or other Equine Organization to transfer ownership of Owner's horse (s) to MGM Paso Finos LLC.
- b. Remove Owner's horse (s) from MGM Paso Finos LLC. property and place Owner's horse with an equine humane society for adoption

Signature of Owner: _____

9. Indemnification.

While Owner's horse (s) are boarded at MGM Paso Finos LLC., either on premises or in transit, MGM Paso Finos LLC. and its' employees shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by Owner's horse (s), or any other cause of action arising from or connected in any way with MGM Paso Fino's programs (boarding, training, showing, instructions, etc). All risks are assumed by Owner. Owner agrees to hold MGM Paso Finos LLC. and its employees, instructors, trainers, workers and volunteers harmless from any loss or injury to said horse (s). All costs, no matter how catastrophic, connected with boarding / training are borne by Owner.

In addition:

- a. Owner may maintain at his / her own expense and at all times during the term of this Boarding Agreement insurance on his / her horse (s). MGM Paso Finos LLC. assumes no responsibility for any loss of Owner's horse (s).
- b. Owner may maintain at his / her own expense and at all times during the term of this Boarding Agreement a policy or policies of insurance for his / her own personal property, such as any tack, MGM Paso Finos assumes no responsibility for any loss of Owner's personal property.
- c. Owner may maintain at his / her own expense and at all times during the term of this Boarding Agreement a policy or policies of insurance for Owner's own injuries or illnesses. MGM Paso Finos LLC. assumes no responsibility for any injury or illness to Owner, Owner's family members, or guests on the premises of MGM Paso Finos LLC.

10. Transportation.

It is the Owner's responsibility to arrange for the transportation of his / her horse(s) in the event of a medical emergency. If no prior arrangements are made, MGM Paso Finos LLC. may arrange for such transportation, but Owner will be responsible for payment of such transportation. Please refer to the MGM Paso Finos LLC. price sheet for transportation fees. Fees will be applied to the Owner's board bill..

11. Indemnity.

Owner agrees to hold MGM Paso Finos LLC. harmless from any claim caused by his / her horse (s) and agrees to pay any legal fees and / or costs incurred by MGM Paso Finos LLC. in defense of a claim resulting from damage by his / her horse (s).

12. Standard of Care

Owner understands that for the health and safety of all the horses MGM Paso Finos LLC requires that Owner's horse (s) be given certain vaccines on a twice yearly basis as recommended by MGM Paso Finos LLC. veterinarian; that owner's horse (s) be wormed as recommended by MGM Paso Finos LLC. veterinarian; that an equine dentist check Owner's horse (s) twice a year; and that a farrier trim and / or shoe Owner's horse (s) every six to eight weeks. ***OWNER IS REPSONSIBLE FOR ARRANGING AND PAYING FOR THESE SERVICES.***

MGM Paso Finos LLC. will arrange twice yearly "vet days", once in the spring and once in the fall, during which time any Owner may sign their horse (s) up for the above-mentioned services. All horses are required to have a strangles vaccine and any other required vaccines will be at the discretion of MGM Paso Finos LLC. veterinarian in consultation with Owner's veterinarian.

Owner accepts the quality of hay, grain and feed provided as well as any bedding used.

13. Emergency Care

In the event of an emergency, MGM Paso Finos LLC. will make every reasonable effort to contact owner but if owner is not readily available owner gives MGM Paso Finos LLC. express permission to contact a Veterinarian, Farrier, and / or other Equine Practitioner, and in consultation with that Equine Practitioner to authorize any emergency care, ***including euthanasia***, which may be necessary. However, Owner is responsible for paying all costs relating to this care and MGM Paso Finos LLC. has no responsibility to pay for such emergency care.

It is Owner's responsibility to make sure that his / her contact information is on file with MGM Paso Finos LLC and that it is kept up to date.

14. Covenant.

Owner covenants and agrees to follow the Barn Rules and the Riding Etiquette Guidelines.

15. Termination.

This Agreement is terminated upon a breach of any material term and the non-breaching party has the right to collect all reasonable fees, including but not limited to attorney fees, and costs from the breaching party. MGM Paso Finos LLC. reserves the right to terminate this agreement at any time.

16. Governing Law and Arbitration.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Illinois.

The parties to this Agreement mutually agree that any and all disputes arising in connection with this Boarding Agreement shall be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with its rules. Any arbitration shall take place in Kendall County, Illinois.

17. Enforcement Cost.

The Owner shall pay all reasonable cost, including attorneys fees, incurred by MGM Paso Finos LLC. in enforcing the conditions and terms of this Agreement.

18. Entire Agreement.

This constitutes the entire Agreement between the parties.

All parties signing this Agreement covenant that they have read the entire Agreement and agree to and understand its provisions.

Signed this _____ day of _____, 2_____.

MGM Paso Finos LLC.

Owner:

Signature

Signature

Printed Name

Printed Name

Address

Address

City, State, Zip

City, State, Zip

Title

Telephone

Cell:

Email:

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.

All attachments must be initialed by owner to acknowledge receipt:

Initials of MGM: _____ · Initials of Owner: _____