BOARDING AGREEMENT

GALUSHA FARM, LLC
27W271 Galusha Road
Warrenville, IL 60555
630-878-6350
www.galushafarm.com
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FOR VALUABLE CONSIDERATION, each party acknowledges the receipt and sufficiency of which, this agreement is made this ___ day of _____, 20__.

PARTIES:

Lessee: Horse Owner(s) _____
Address: _____
Home Telephone: _____
Cell Phone: _____Work Telephone: _____
Email: _____

Lessor: GALUSHA FARM, LLC

BOARD and MONTHLY PAYMENT:
Lessors shall supply board for Lessee's horse, known as "_____ ", hereinafter "the horse(s)". Lessors shall provide all necessary salt and/or trace minerals with hay or pasture as needed. Lessee shall supplement with grain as necessary. Lessors shall provide the horse with water as necessary. In consideration, Lessee shall pay to Lessors, commencing on ____ day of _____, 20__, the sum of $440 per month, **payable on the fifteenth (15th) of each month preceding** all months in which payment is due (ea. February's board due by January 15, etc.). In no circumstances shall Lessors make refunds of any kind or type in any amount. Lessor shall have the right to increase the cost of the aforesaid board and monthly payment fee upon thirty (30) days' prior notice to Lessee.

TERMINATION:
Failure of Lessee to make a timely payment of any installment due hereunder shall give Lessor the right, in their sole discretion, to immediately terminate the board agreement. Irrespective of such termination, Lessor shall still have the right to collect from Lessee any sums due hereunder, and to enforce against Lessee any other rights accorded Lessor hereunder.

FARM RULES:
Lessee agrees to abide by all rules established by Lessor, whether orally or in writing. Please see the posted rules in the barn on the bulletin board. Check the board frequently.

LIEN:
Lessor shall be entitled to a lien against the boarded horse for the value of any and all services and materials provided or rendered and unpaid by virtue of this agreement and pursuant to Illinois Revised Statute. Until all such charges are paid by Lessee, Lessor shall keep possession of the horse, and boarding charges shall continue to accrue.

FARRIER and VACCINATIONS:

Lessor shall have no obligation to provide vaccinations or farrier services.
Lessee shall pay for services, as shall be desired by Lessee.

No rear shoes shall be allowed on any horse(s) … for safety reasons.

VETERINARIAN:
Lessor assume no responsibility to ascertain the necessity of, or obtain, farrier or veterinary care for the horse(s). However, should Lessors reasonably believe that such care is necessary or desirable; Lessor will attempt to immediately contact Lessee. In the event that Lessee cannot be reached, Lessor is authorized to call the veterinarian at the Joan McArthur DVM at 630-202-1692 Should she be unavailable, Lessor shall be authorized to call any other licensed veterinarian of their choice.

All fees charged by the veterinarian shall be the sole and exclusive responsibility of lessee, who shall pay the fees when due. Lessee agrees to indemnify and hold Lessor harmless from all such costs, including the reasonable costs and fees of enforcing said indemnification. Lessee releases Lessor from all claims and liability associated with the treatment of the horse by the veterinarian, and further releases Lessors from all claims and Liability for injury or damage or death of the horse(s) if not treated by a veterinarian.

RELEASE:
Lessee hereby releases Lessor from any and all claims associated with the boarding of Lessee's horse, except as to the obligations specifically set forth herein above.

ASSIGNMENT:
Lessee shall not assign their rights hereunder.

This Boarding Agreement, together with the Liability Agreement constitutes the entire agreement between Lessee and Lessor. The Liability Agreement is attached hereto as page 3, and by this reference is made a part hereof.

SIGNATURE OF LESSEE: **X**_____

SIGNATURE OF LESSOR: _____

PRINT NAME HERE: _____

- **Horse(s) name:** _____ Nickname: _____
- Age: Sex: Height:
- Color: Weight: Registered: Yes or No
- Breed: Markings:

LIABILITY AGREEMENT

GALUSHA FARM, LLC
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Warrenville, IL 60555
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The undersigned agrees for valuable consideration, the receipt and sufficiency of which is acknowledged, that (s)he, and any relative(s), friend(s), and associate(s) of the undersigned, who enters the GALUSHA FARM, LLC do so at their own risk and that STEVEN H. and/or CATHERINE R. BERNING shall not be liable under any circumstances (whether due to the negligence of GALUSHA FARM, LLC, its employees, or otherwise) for any injury to person(s) or property including death, consequential damages, economic loss, or other consequences or results of such injuries or any loss or damage suffered while on premises of the GALUSHA FARM, LLC.

The undersigned agrees to indemnify, hold harmless, and save STEVEN H. and/or CATHERINE R. BERNING of and from all such liabilities and all claims and attorney's fees for any such injuries, loss, or damage, whether sustained by undersigned or any relative(s), friend(s), or associate(s) brought upon the farm and/or STEVEN H. BERNING and CATHERINE R. BERNING by the undersigned.

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.

The terms of this Liability Agreement apply to all horses leased or boarded at GALUSHA FARM, LLC whether on or off the farm property, and any other activities performed on the GALUSHA FARM, LLC.

This Agreement shall be attached to and by this reference is made a part of any and all Lease and/or Boarding Agreements between the parties hereto.

DATE: _____

SIGNATURE: **X** _____

PRINT NAME HERE: _____

SIGNATURE REQUIRED OF PARENT or GUARDIAN: (If under age 2l)