

EQUINE BOARDING AGREEMENT

THIS CONTRACT is made and entered into this ____ day of _____, 20____, (“Effective Date”) by and between the BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY on behalf of the College of Agricultural Science at Southern Illinois University Carbondale and its University Farms Equine Center (hereinafter “Stable” or “SIU” or “Equine Center”), and _____, an individual residing at _____ (hereinafter “Owner”).

NOW THEREFORE, the Parties hereto agree as follows:

I. FEES, TERM AND LOCATION

In consideration of \$_____ per horse per month (“Stable Fees”) paid in advance by Owner on the 1st day of each calendar month and the Stable’s permitted use (if any) of the horse(s) as set forth in Owner’s chosen option below, Stable agrees, subject to the terms and conditions of this Agreement, to board the horse(s) described in Section II herein (“Horse(s)”) at 2194 Union Hill Road, Carbondale, IL 62903 (“the Stable”) for a term commencing on _____, 20____ and continuing through _____, 20____ at which time this Agreement will terminate. Owner shall pay Stable for any partial months boarding on a pro-rata basis based on the number of days boarded in a standard 30-day month.

The Stable Fee set forth hereinabove shall be based on one of the following option chosen by Owner (Owner should check and each party should initial the option chosen):

_____ Option 1: Stall Boarding & Turnout + 2 Daily Feedings: \$400 per month. Stall boarding with daily turn out. Horse shall be turned out during daytime working hours and brought in for stalling during evening hours. Stall cleaning and hay will be provided by stable. Feed will be provided by the owner, however the stable will provide service of feeding in the morning prior to turn out and in the evening when brought back in.

_____ Option 2: Pasture Boarding + 2 Daily Feedings: \$330 per month. In addition to pasture boarding as provided in Option 2 herein, Stable shall provide two feedings per day (morning and evening). Owner will be responsible for purchasing feed. Stable shall not be responsible for feed cost but will provide service of feeding labor for fee noted above.

_____ Option 3: Pasture Boarding: \$250 per month. Pasture boarding will be turn out only. Horses will be checked daily for general health and wellness, but no stall shall be provided. Stable will provide hay.

_____ Option 4: Pasture Boarding + 2 Daily Feedings/SIU Uses Horse: \$40 per month. In addition to pasture boarding as provided in Option 3 herein, Stable shall provide two feedings per day (morning and evening). Hay and up to 4 lbs. of feed will be provided by Stable (SIU 14-6). In addition, Stable will provide monthly fecal testing and dewormer as needed. **Stable will use the Horse(s) in riding classes at Southern Illinois University for teaching and for**

ANS classes with non-invasive techniques (i.e. leg wraps, tail wraps, trailering, vitals, handling, fecals, etc.); in exchange for free board and hay. Owner is to remain responsible for farrier, grooming, and veterinary bills (as provided in Section IV herein) as well as feed, if feed exceeds above amount. The Horse(s) will not be used for research.

____ Option 5: Pasture Boarding/Stable Uses Horse: \$0 (Zero) per month. Pasture boarding will be turn out only. Horses will be checked daily for general health and wellness, but no stall shall be provided. Stable will provide hay. In addition, Stable will provide monthly fecal testing and dewormer as needed. **Stable will use Horse(s) in riding classes at SIU for teaching and for ANS classes with non-invasive techniques (i.e. leg wraps, tail wraps, trailering, vitals, handling, fecals, etc.); in exchange for free board and hay.** Owner is to remain responsible for farrier, grooming and veterinary bills (as provided in Section IV herein) as well as feed. The Horse(s) will not be used for research.

____ Option 6: Custom Package: For the sum of \$ _____ per month the Parties agree to the following Boarding package (attach additional page if necessary): _____

II. DESCRIPTION OF HORSE(S) TO BE BOARDED

Name (if any): _____ Age: _____

Color: _____ Sex: _____

Breed: _____

Registration/Tattoo Number (if applicable): _____

Monetary Value of Horse in U.S. Dollars: \$ _____

III. STANDARD OF CARE

Stable agrees to provide reasonable care to maintain the health and well-being of the Horse(s), provided however that any services by Stable in addition to those expressly set forth herein as being Stable's responsibility, shall be at Owner's sole cost and expense.

All hay and grain (if any) will be fed to horses receiving board exclusively by University personnel, student workers, and/or students enrolled in designated equine classes. No Owner hay is allowed. Owner may furnish additional feed/grain, but all such feed/grain must be fed

by University personnel, student workers or University students enrolled in classes. Hay will be offered free choice in pastures and pens, and offered at 2% of body weight to Horses kept in stalls with no turnout. Horses will be maintained at a Body Condition Score of 5 (i.e. no ribs visible). If Owner's request for feed amount does not maintain the animal at this level, nutritional needs will be adjusted at Owner's cost. In the event Body Condition cannot be maintained at the score of 5 after feed adjustment this contract will automatically terminate and Owner forfeits any Stable Fees for the remainder of the month in which the termination occurs.

Supplement inclusion with feed and blanketing services offered at an additional expense as part of a Custom Package chosen under Option 6 above. Supplements and blanketing are offered only at Owner's expense and request.

Owner acknowledges and agrees that Stable shall have no duty to provide any care or services other than those expressly set forth in this Agreement.

IV. VETERINARY, FARRIER AND GROOMING SERVICES

Veterinary Care: Except as otherwise expressly stated herein, Owner is solely responsible for routine veterinary care and payment for such care. To remove any doubt, any horse treatment or veterinary cares must be carried out by Owner or Owner-approved personnel in conformance with all applicable law.. Stable has no duty to carry out any veterinary treatment on Owner Horses.

Farrier Services: Except as otherwise expressly stated herein, Owner is solely responsible for routine farrier services and payment for such services.

Grooming: Except as otherwise expressly stated herein, Owner is solely responsible for routine grooming of the horse and for payment for such services.

V. EMERGENCY CARE

Stable agrees to attempt to contact Owner at the phone number provided in Section XIV herein in the event Stable believes that emergency veterinary care or farrier services of any kind are needed for the Horse(s). Notwithstanding the foregoing, in the event Stable is unable to so contact Owner within a reasonable period of time, which the length of said period of time shall be determined solely in the discretion of Stable, Stable is hereby authorized to secure emergency veterinary care, farrier services or any other services it determines in its sole discretion are necessary to protect the health and well-being of the horse. All such services shall be provided through licensed providers. Owner understands and agrees that all costs of such care shall be due and payable by Owner within thirty (30) days Owner receives written notice thereof from Stable. Notwithstanding the foregoing, Stable is authorized to arrange for Owner to be direct billed by the service provider and Owner agrees to pay any such bills for services in accordance with the terms of the bills.

VI. VACCINATIONS/DEWORMING/COGGINS

Upon arrival of the Horse(s) at Stable, Owner shall provide Stable proof of a current negative Coggins test and Equine 5-way vaccine (EEE, WEE, Tetanus, Rhino, Flu). . These two must be administered annually by the Owner, at their expense. Stable may request proof of vaccination. In addition to these vaccines, the Owner must, at Owner's sole expense, have the Horse on a deworming program that is consistent with reasonable and standard care. Owner shall, upon request of Stable, provide written proof that the test, vaccinations, and deworming programs required by this Section have in fact been administered and/or implemented. In addition, the Horse(s) must undergo a mandatory 10-day quarantine period before entering the Stable's herd or utilizing Stable facilities.

VII. ACCESS AND USE OF FACILITIES

Boarding does not guarantee access to any other SIU facilities, including without limitation such other facilities at the Equine Center. Owners are only permitted in the location (pasture or stall) their Horse is located in. Owners are not permitted to handle other horses in other pastures or stalls without prior approval from the Equine Center Manager. Owners are permitted access to arenas only when no class or other event is scheduled. Helmets are required when under saddle on SIU property. If Owner utilizes an arena or stall for their Horse, Owner must clean the pen or arena immediately after the Horse is removed or the Owner will forfeit future access to the facilities.

SIU University Farms' Equine Center is utilized for education, research, outreach, and boarding. Safety, biosecurity and education is our primary mission; therefore, boarders, including Owner, must abide by the Equine Center's visitor and secure access policy. Accordingly, Owner acknowledges and agrees to the following:

- The University Farm is open Monday through Friday from 8 a.m. to 4 p.m. No access outside of those hours is permitted without accompaniment by staff, faculty, or student employees or without Equine Center Manager approval.
- All visitors to the Equine Center, including Owner, must check in at the Equine Center Office before proceeding with their visit
- Self-guided tours are not permitted
- Visitors, including Owner, shall abide by all posted signs and instructions of farm staff/tour guide
- No photography without permission of the Equine Center Manager/Staff
- Dogs and pets are prohibited. Service dogs are allowed, but access to livestock units is restricted

VIII. OWNERSHIP/LEGAL POSSESSION

OWNER WARRANTS AND REPRESENTS THAT HE/SHE IS THE LEGAL OWNER OR OTHERWISE IN LEGAL POSSESSION OF THE HORSE(S) DESCRIBED IN SECTION II HEREIN, THAT OWNER HAS FULL AND UNCONDITIONAL AUTHORITY TO ENTER INTO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY NECESSARY PERMISSION FROM

THE ACTUAL OWNER OF THE HORSES (FOR EXAMPLE IN THE EVENT THE HORSE IS LEASED) OR OTHER THIRD PARTIES HAVING AN INTEREST IN THE HORSE(S), AND THAT THERE ARE NO LIENS AGAINST SAID HORSE(S), EXPRESS OR IMPLIED. OWNER AGREES THAT HE/SHE SHALL, UPON REQUEST OF STABLE, PROVIDE EVIDENCE REASONABLY SATISFACTORY TO STABLE SUPPORTING OWNER'S CLAIM OF OWNERSHIP/LEGAL POSSESSION OF THE HORSE(S). OWNER ACKNOWLEDGES AND AGREES THAT THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE A MATERIAL CONDITION TO SIU ENTERING INTO THIS AGREEMENT WITH OWNER AND FURTHER AGREES TO INDEMNIFY AND HOLD SIU HARMLESS FROM ANY AND ALL CONSEQUENCES THAT ARISE FROM OWNER'S BREACH OF OWNER'S WARRANTIES AND REPRESENTATIONS HEREIN.

IX. OWNER EQUIPMENT & SUPPLIES

Owner may store tack in a Stable-provided tack locker, if one is available, and store feed on the Stable premises (in a location designated by Stable) at no additional charge. However, SIU shall not be responsible for the theft, loss, damage or disappearance of any tack or feed or other property stored at SIU as same is stored at the Owner's sole risk.

X. LIABILITY INSURANCE

Owner covenants and agrees that he/she shall secure and maintain during the entire period the Horse(s) is/are boarded at Stable an equine liability insurance policy with limits of at least \$1,000,000 per occurrence and a \$2,000,000 aggregate. Owner agrees that the Board of Trustees of Southern Illinois University shall be identified as an additional insured on such policy and that Owner shall, upon request of Stable, provide a Certificate of Insurance indicating all such coverages.

XI. RISK OF LOSS

Owner acknowledges and agrees that during the time the Horse(s) is/are in the custody and control of Stable, Stable shall not be liable for any sickness, disease, theft, death or injury that may be suffered by the Horse(s) and that all risks relating to the boarding of the Horse(s), or for any other reason, for which the Horse(s) is/are in the custody and control of Stable, are to be borne exclusively by Owner.

XII. LIMITATION OF LIABILITY

The Parties covenant and agree that under no circumstances shall Stable be liable for any punitive, exemplary, or consequential damages arising from the performance of this Agreement.

XIII. INDEMNIFICATION/HOLD HARMLESS

Owner agrees to indemnify, defend (with counsel of Stable's choice), and hold harmless Stable from and against any and all claims, actions, damages, costs and expenses (including without limitation reasonable attorneys' fees) arising from this Agreement, including without

limitation any damage, injury, or death caused or alleged to have been caused, in whole or in part, by the Horse(s) boarded under this Agreement.

XIV. RIGHT OF LIEN

Pursuant to Section 49 (Stable keepers) of the Illinois Innkeepers Lien Act, 770 ILCS 40/0.01 *et seq.*, Owner is put on notice of and agrees of the following:

- (a) Stable has and may assert and exercise a right of possessory lien against the Horse(s) boarded pursuant to this Agreement and any and all harnesses, tack and other equipment and supplies located at Stable for any charges due and owing to Stable pursuant to this Agreement and shall have the right, without process of law, to retain the Horse(s) and equipment until any and all debts owed by Owner to Stable hereunder are paid in full; and
- (b) that upon Owner's failure to pay any and all charges due and owing to Stable pursuant to this Agreement within thirty days after written notice and demand for payment thereof, Stable may, at its option and in its sole and absolute discretion, sell the Horse(s) and equipment at a public or private sale and/or take ownership thereof.

XV. TERMINATION/DEFAULT

Either Party may terminate this Agreement, with or without cause, by providing the other 30 days advance written notice thereof. Owner shall remove the Horse(s) and any and all personal property of Owner from Stable no later than the last day of the 30 day termination notice period. In the event Owner fails to remove the Horse(s) on or before date termination takes effect, which said date shall be upon expiration of the 30 day notice period provided for herein, Owner shall be liable for, and agrees to pay, monthly Stable Fees at a rate equal to 200% of the Stable Fee set forth in Section I herein ("Holdover Fees"). The Holdover Fees shall thereafter increase by 10% each month the Horse(s) remain at the Stable. Owner understands and agrees that failure to pay the Holdover Fees in full and as agreed shall permit Stable to exercise its lien rights against the Horse(s) and equipment as set forth in Section XII herein. Notwithstanding the foregoing, any of Owner's equipment and supplies, including without limitation tack, harnesses, and feed, left at the Stable following removal of the Horse(s) from the Stable shall be considered abandoned by Owner and may be disposed of or integrated into the property of Stable as Stable sees fit without further notice to Owner.

XVI. NOTICE/CONTACT INFORMATION

All notices provided for herein shall be in writing to the following provided however, that in the event of emergencies Stable may contact Owner by telephone as described in Section V herein:

Stable:	Mailing Address
	SIU University Farms Horse Center
	2194 Union Hill Road

Carbondale, IL 62903
s.wuest@siu.edu

Owner:

Mailing Address

Telephone Number

Email Address

XVII. GOVERNING LAW/VENUE

This Agreement and any dispute arising thereunder shall be governed by and interpreted according to the laws of the State of Illinois. The Parties covenant and agree that the exclusive venue for any dispute arising hereunder shall be a court of competent jurisdiction lying within the State of Illinois. The Parties acknowledge and agree that all claims against Stable arising from this Agreement are subject to and governed by the Illinois Court of Claims Act.

XVIII. SEVERABILITY

In the event that any paragraph or clause of this Agreement is held or declared by a final decision of a court or administrative body of competent jurisdiction to be void, illegal, or unenforceable for any reason, the offending paragraph or clause shall, if possible, be reformed by the authority making such decision in such manner as will implement, to the fullest extent legally permissible, the expressed intentions of the parties hereto without illegality or unenforceability. If such reformation is not possible, the offending paragraph or clause shall be stricken and all other paragraphs and clauses of the Agreement shall nevertheless remain in full force and effect; provided, however, that if striking such offending clause or paragraph would result in a substantial change in the contractual relationship between the parties, thereby depriving either or both of the parties of the benefit of the fundamental economic bargain herein set forth, the Agreement shall become voidable upon

demand of the party whose interests are thus impaired.

XIX. HEADINGS

Section headings or captions of this Agreement are mere catchwords and are illustrative only. They are not intended to form any part or term of the Agreement, nor are they to be construed as having any intended meaning herein.

XX. AMENDMENT

This Agreement may only be modified by a written agreement executed by both parties.

XXI. NO WAIVER

A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

XXII. ENTIRE AGREEMENT

This instrument constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and cancels, terminates, and supersedes any prior agreement or understanding regarding the boarding and care of the Horse(s) between Stable and Owner. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein.

THE PARTIES HEREBY AGREE that by signing this instrument below, they each are bound to and shall abide by the terms and conditions enumerated herein. The individual signing this instrument on behalf of his/her respective party hereby warrants that he/she has the necessary authority to bind said party to this Agreement.

OWNER

**BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY**

Name (Please print legibly)

Sheryl A. Tucker, Provost & Vice
Chancellor for Academic Affairs,
For Austin A. Lane, Chancellor
Southern Illinois University Carbondale