

## BOARDING AGREEMENT – MARE CARE

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ made by and between **Starflower Stables**, hereinafter referred to as "STABLE", providing services as an independent contractor, located at **14038 Medway Road, Arva, ON**, and (Owner's name) \_\_\_\_\_ residing at (Owner's address) \_\_\_\_\_, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

### 1. FEES, TERMS AND LOCATION

In consideration of \$ \_\_\_\_\_ per horse per day paid by OWNER in advance on Sunday of each week (Sunday to Saturday), STABLE agrees to board the herein described horse(s) on a day to day basis commencing \_\_\_\_\_, 20\_\_. Partial weeks boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 7 day week. If OWNER's horse leaves before the end of the week, STABLE will refund the remaining full days.

#### Standard Fees and Entitlements are as follows:

##### Stall Board (dry / wet):

- a) \$ \_\_\_\_\_ per horse per day
  - Minimum of 6 hours turn out per day
  - 2-3 flakes of hay fed at night
  - Up to 2 different supplements/grains fed before turnout and at night
  - Access to round bale(s) and/or pasture during turnout
- b) Less than 6 hours turn out per day (eg: stall rest): \$ \_\_\_\_\_ per horse, per day to compensate for extra labour, bedding materials and hay, payable the beginning of the following week
- c) More than 2 supplements: \$ \_\_\_\_\_ per horse, per day, payable at the beginning of the following week
- d) Additional hay is available upon request for an additional cost
- e) Complimentary teasing services will be provided up to twice a day depending on position of the OWNER's mare in her cycle. *This complementary service does not replace a veterinary doctor's opinion for OWNER's mare's suitability for breeding.*

STABLE may reasonably revise these Fees and Entitlements from time to time and OWNER agrees any revision shall have the same force and effect as current Fees and Entitlements.

INITIAL: \_\_\_\_\_

**2. DESCRIPTION OF HORSE(S)**

Name:

Age:

Color:

Registration/Tattoo:

Sex:

Breed:

Number *(if applicable)*:

Insurance Carrier, Policy and phone number *(if applicable)*: \_\_\_\_\_

**3. FEED AND FACILITIES**

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse(s).

INITIAL: \_\_\_\_\_

#### **4. VACCINATIONS**

Upon arrival of horse to STABLE proof of current tetanus, sleeping sickness, and influenza vaccinations is required.

A negative current Coggins test is required for all horses arriving from out of province.

#### **5. RISK OF LOSS**

During the time that the horse(s) is/are in the custody of STABLE, STABLE shall *not* be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse(s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of STABLE, *are to be borne by OWNER*.

#### **6. HOLD HARMLESS**

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or their guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

STABLE will not be held liable in any fashion if OWNER's mare's cycle is misjudged. Mare OWNER is ultimately responsible for understanding their mare's cycle and suitable timing for breeding. STABLE recommends that a veterinary doctor's opinion be obtained to accurately determine OWNER's mare's cycle and suitable timing for breeding.

#### **7. LIABILITY INSURANCE**

OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim(s) arising out of or relating to this AGREEMENT.

#### **8. EMERGENCY CARE**

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number (\_\_\_\_\_), should STABLE feel that medical treatment is needed for said horse(s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse(s). The cost of such care secured shall be due and payable by OWNER.

OWNER hereby authorizes STABLE to arrange for billing by emergency caregivers directly to OWNER using the most current information available to STABLE. If the emergency caregiver is unable to accept this authorization, any costs incurred by STABLE during the emergency treatment of OWNER's horse will be due immediately upon billing. Failure to pay these fees when due may result in STABLE declaring the OWNER in default (*see Section 10 - Default*).

INITIAL: \_\_\_\_\_

## 9. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

- a) Barn hours are **9:00 AM to 9:00 PM** with the exception of Show day/Evening before show, Departures>Returns or Emergency Vet Visits.
- b) The hay loft is off limits to all boarders and visitors.
- c) Do not feed your horse hay or grain, we do this for you and we do not want horses getting sick because they were fed too much or the wrong ration. Do not feed treats to other people's horses.
- d) Riders must wear ASTM-approved safety helmets at all times. Long pants and heeled boots are strongly recommended.
- e) All riders must sign a liability waiver before they will be allowed to mount. Children under the age of 13 must be accompanied by an adult at all times. No horseplay at the barn. This includes running, shouting, throwing projectiles, waving objects, wrestling, fighting and chasing.
- f) When you are done for the day please make sure that your horse is in the same spot that you found it (if she/he was outside make sure that she/he is in the same field, if she/he was in the barn make sure that she/he is in the same stall before you leave the property).
- g) Please clean up after your horse and yourself. Pick up any manure in barn aisle immediately. After your ride sweep, pick up any manure in sand ring, pack up jumps and obstacles after use. Keep barn aisle clear at all times. Make sure any grooming equipment, medication and any other equipment is safely out of the way. No littering: place garbage and recyclables in appropriate cans.
- h) Never touch anyone else's tack, equipment or property without permission. Do not ride anyone else's horse unless you have attained permission by the owner.
- i) Do not leave horses unattended on cross-ties or with their stall door open.
- j) There is no smoking/substance/alcohol use permitted anywhere on the property.
- k) All dogs must be closely supervised and/or leashed when on the premises and tied up while owner is riding. Any pets creating a nuisance will not be allowed to return. Dogs must get along with other dogs, cats and kids to be allowed on property. If your pet makes a mess please clean it up promptly.
- l) Please turn off lights when you leave the barn or when you are done for the day.
- m) Please check that all gates are closed at all times.
- n) Respect other people and their horses when riding or visiting the barn. No physical, verbal or emotional cruelty will be tolerated.
- o) Inhumane, neglectful or malicious treatment of animals or humans will not be tolerated

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

INITIAL: \_\_\_\_\_

**10. DEFAULT**

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 9 (Stable Rules). In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the first day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

**11. ASSIGNMENT**

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

**12. NOTICE OF TERMINATION**

OWNER agrees that twenty-four (24) hours notice shall be given to STABLE as to the termination of this AGREEMENT.

**13. RIGHT OF LIEN**

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the Province of Ontario for any amount due for the board and keep of horse(s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse(s) after two (2) months of non-payment or partial payment and STABLE can then sell horse(s) to recover its loss.

**14. Special Instructions to STABLE**

INITIAL: \_\_\_\_\_

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE PROVINCE OF ONTARIO.

Executed at \_\_\_\_\_ on the date first set forth above.

Julie Dreyer: \_\_\_\_\_

Chris Dreyer: \_\_\_\_\_

OWNER (print): \_\_\_\_\_

OWNER (sign): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Day Phone : \_\_\_\_\_

Evening Phone : \_\_\_\_\_

INITIAL: \_\_\_\_\_