

# Heritage Stables Equine Boarding Agreement

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This equine boarding AGREEMENT entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Heritage Stables Inc. hereinafter known as the "STABLE" and, \_\_\_\_\_ (hereinafter known as the "OWNER") residing at \_\_\_\_\_ and owner of HORSE(s) described in section 1.

OWNER contact information: Home phone: \_\_\_\_\_ Mobile phone: \_\_\_\_\_

These parties warrant that they have the right to enter into this agreement

## 1. DESCRIPTION OF THE HORSE (S)

	Horse #1	Horse #2	Horse #3
Name:			
Age:			
Color:			
Breed:			
Sex:			
Registration/Tattoo No.			
~ Value			

Hereinafter known as the "HORSE(S)"

## 2. BOARDING AGREEMENT

In consideration of \$\_\_\_\_\_ per horse per month paid by the OWNER in advance on the first day of each month, the STABLE agrees to board said HORSE beginning the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

A **late fee of \$25.00/day** is due for board not paid by the 5th day of each month.

Before the arrival of the HORSE at the STABLE, the OWNER is to provide;

- A current negative Coggins certificate, and to abide by the quarantine rules if necessary
- A current OEF membership number or insurance information for third party liability; and
- A signed liability waiver

## 3. FEES

**OUTDOOR BOARD \$350.00 per month includes ALL of the following:**

- Access to free choice water with an automatic water bowl, heated in the winter
- White salt provided at all times
- Access to paddocks

- Balanced ration fed 1X per day based on the HORSE's dietary requirements completed by an equine nutrition specialist. If additional calories are needed, an additional charge depending on feed used will be worked out on a per horse basis. If special needs supplements are required, these will be provided by the OWNER at their expense. Grain fed by STABLE.
- Should changes be required to the ration originally agreed upon, the STABLE will discuss options with the OWNER prior to making any changes
- Large 10' X 20' south facing, solid wood run-ins
- Large wash stall
- Outdoor arena will be available at all times during hours of operations, unless it is reserved, which will be clearly noted in the tack room on the white board. Reservations can be made at any time during hours of operation on a first come, first serve basis
- Heated washroom facilities including a shower
- Large lockers in the heated area of the barn. Lock must be provided by the OWNER.
- Regular Veterinarian and Ferrier attention to be arranged and paid for by the OWNER. If you are unable to be present for the Veterinarian and/or Ferrier there will be a minimum \$15.00 holding fee per horse.

**INDOOR BOARD \$500 per month includes ALL of the services provided for outdoor board PLUS:**

- Daily mucking out of stall
- Grain fed 2X per day
- Fully rubber matted box stall size 10' X 12' with sliding door
- Bedding provided (product used determined by STABLE)
- Turn-out on a daily basis
- Fly spray if desired (OWNER to supply fly spray)
- Blanketing if desired (OWNER to supply blanket)
- Additional fee of \$100.00 per month if individual turnout is required

*\*These fees are subject to change with 30 days written notice given by the STABLE*

*\* A \$25 fee will apply to any NSF cheque.*

**4. ADDITIONAL SERVICES & FEES**

Additional services/options are in addition to the basic boarding fee. These include options such as, but not limited to, holding for routine care, shoeing, veterinary, exercising, grooming, etc. Such items may be arranged for and paid for separately.

Holding horse for Ferrier or Vet: \$15.00 / 30 min (min. charge of \$15)

Penicillin Injections: \$15.00                      Wound Care \$15.00 / cleaning

Bute treatment: \$10.00                      De-worming: \$10/treatment

**All medications & medical supplies are in addition to the cost of the service and to be paid in full by the OWNER**

*\*These fees are subject to change with 30 days written notice given by the STABLE*

*\* A \$25 fee will apply to any NSF cheque.*

## 5. TURN OUT

The OWNER will be expressly responsible for all additional exercise above regular turnout. HORSE(S) will be turned out in a field with other horses, with field location determined by the STABLE unless individual turnout is agreed upon between OWNER and STABLE at an additional fee.

## 6. STANDARD OF CARE

The STABLE agrees to provide normal and reasonable care to maintain the health and well-being of the HORSE(S). The OWNER is to provide blankets, fly masks, and fly spray. De-worming will be done in the spring, and fall, or whenever deemed necessary by the STABLE. The OWNER is obligated to pay this expense, unless a fecal egg count has been performed and levels have come back in acceptable ranges.

## 7. TERMINATION

Termination of this AGREEMENT by either party must be given at least 30 days in advance by written notice. Either party may terminate the AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to the "Barn Rules". In the event 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.

Failure to make any payment by said due date shall place the OWNER in default hereunder. Acceptance by the STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

## 8. EMERGENCY CARE

If medical treatment is needed, the STABLE will attempt to contact the OWNER at the contact numbers provided by the OWNER. In the event that the STABLE is unable to contact the OWNER within a reasonable time, which time shall be judged and determined solely by the STABLE, the STABLE has the authority to secure emergency veterinary care and/or blacksmith care by any licensed providers of such care who are selected by the STABLE. The cost of such care secured shall be due and payable by the OWNER.

If the OWNER has purchased mortality or surgical insurance for the HORSE(S), OWNER agrees to provide the STABLE with the information required by the insurance carrier for reporting a claim and the insurance carrier's telephone number for reporting claims. The STABLE agrees that if the OWNER cannot be contacted directly in the event of an emergency then the STABLE will notify the insurance carrier of the potential claim on behalf of the OWNER. The OWNER acknowledges responsibility for the accuracy of any information on the insurance coverage and insurance carrier contact information provided to the STABLE.

Emergency contact if OWNER is Unavailable: \_\_\_\_\_

The OWNER is responsible for providing emergency contact information each time the OWNER will be out of town.

The STABLE is hereby authorized, as the Agent for the OWNER:

- a) To call \_\_\_\_\_ (veterinarian) at \_\_\_\_\_ (phone); or
- b) Call another qualified veterinarian if the Dr. mentioned under a) is not available, or if no vet is specified

If the life/comfort of the HORSE is at risk, and if medical attention is required to stabilize its condition while it is in the care of the STABLE, and if the OWNER cannot be reached, the OWNER authorizes veterinary treatment up to an amount not exceeding \$ \_\_\_\_\_ (please initial)

All fees charged by said veterinarian shall be the sole exclusive responsibility of the OWNER, with no liability on the STABLE for such fees.

**9. STABLE RULES**

The OWNER agrees to abide by the STABLE and arena safety rules, and to conduct themselves in a safe and reasonable manner in and around the barns. The rules and regulations will be posted outside the stable office and are subject to change. The OWNER accepts responsibility for the conduct of his guests and invitees according to these Rules.

**10. INDEMNITY**

OWNER agrees to hold the STABLE harmless of any claim resulting from damage or injury caused by the HORSE(S), OWNER or his guest and invites, to anyone, including, but not limited to, legal fees and/or expense incurred by the STABLE in defense of such claims.

The OWNER accepts full responsibility for the safety of any of his/her visitors, and/or riders he or she may bring onto the STABLE premises. The OWNER acknowledges that it is his/her responsibility to ensure that all guests sign a waiver, which are available outside the stable office prior to participating in any activities on the STABLE premises.

**11. RISK OF LOSS**

During the time that the HORSE(S) is/are in the custody of the STABLE, the STABLE shall not be liable for any sickness, disease, theft, injury which may be suffered by the HORSE(S) or any other cause of action arising from or connecting to the boarding of the HORSE(S). This includes, but is not limited to, any personal injury or disability the HORSE(S) may receive while on the STABLE premises. The OWNER assumes all risks. All costs, no matter how catastrophic, connected with boarding are borne by the OWNER.

The HORSE(S) and all tack and equipment of the OWNER on the STABLE premises shall be kept at the sole risk of the OWNER, who assumes all responsibility for the insuring of the HORSE(S), tack, and equipment owned by him/her, while on the STABLE premises.

**11. INSURANCE**

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

OEF membership number: \_\_\_\_\_; and/or  
Name of Insurance Company: \_\_\_\_\_  
Insurance Company Contact Number: \_\_\_\_\_  
Policy #: \_\_\_\_\_

**12. RIGHT OF LIEN**

OWNER is put on notice that the 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 that the 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 the STABLE can then sell HORSE(S) to recover its loss

**13. USE OF FACILITIES**

The OWNER acknowledges from time to time the STABLE will be hosting and renting the facilities for events which will use areas of the common facilities. The STABLE will do their best to make available alternate areas and times for the use of the OWNER during these events.

**14. ASSIGNMENT**

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

**15. SPECIAL INSTRUCTIONS TO THE STABLE**

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**16. GOVERNANCE**

This AGREEMENT is governed by the Province of Ontario and any dispute will be litigated in the Province of Ontario

In witness whereof, the parties have executed the AGREEMENT as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of OWNER or legal guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of STABLE or Agent

\_\_\_\_\_  
Date