



# *Camelstone Stables*

*R.R. #5, Madoc, Ontario K0K 2K0 ~ (613) 473-3195*

## **HORSE BOARDING AGREEMENT**

WITNESS THIS AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between

\_\_\_\_\_ Camelstone Stables \_\_\_\_\_, hereinafter referred to as "Stable," and

\_\_\_\_\_, hereinafter referred to as "Owner."

**1. FEES, TERM, AND LOCATION.** Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Stable, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to notify Owner within fifteen (15) days of the horse's arrival if the horse, in Stable's opinion, is deemed to be dangerous or undesirable for Stable's establishment. In such case, Owner shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees.

The boarding fee is due upon the first of the preceding month. In the event said payment is overdue by ten (10) days, A fee of \_\_\_\_\_ per day overdue will apply and Stable shall be entitled to exert a lien against said horse, and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the Province of Ontario

A security deposit of \_\_\_\_\_, payable with this Contract, shall be refunded to Owner within thirty (30) days of the date of completion of this Contract.

The initial monthly / weekly / daily (circle one) charge applicable to the services as set forth below shall be \_\_\_\_\_ per day / week / month (circle one).

**2. DESCRIPTION OF HORSE(S) TO BE BOARDED.** Owner agrees to submit a fully completed Owner Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

**3. FEED, FACILITIES, AND SERVICES.** Stable agrees to provide the following in addition to normal and reasonable care required to maintain the health and well being of the animals.

**Outdoor Board:**

- Free choice hay.
- Water
- Shelter
- Use of Crossties.
- Small locker for grooming supplies.
- Use of indoor and outdoor riding rings for owners of said horse.

**Indoor Board:**

- Morning & Night feeding of barn feed: (Grain, Beet Pulp, Hay & Water)
- Once per day cleaning and bedding of stall.
- Stall shall not be used at other times during the day unless approved by stable management.
- Turn out in morning to large herd field with access to free choice hay & water and shelter.
- Use of Crossties
- Use of large locker (If Available) or saddle rack for tack & grooming supplies.
- Use of indoor and outdoor riding rings for owners of said horse.

Owner acknowledges that he/she has inspected the facilities and finds it in safe and proper order. The standard services to be provided herein and the charges therefore are as posted in the office of Stable and are subject to change at Stable's discretion.

**4. 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/her guests and invitees according to these rules. Owner acknowledges the rules include but are not limited to:

STABLE Safety Rules:

STABLE Hours of Operation: Mon- Sun 8 am – 9pm

Notice of required Release and Waiver;

Required Veterinary Care:

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.

**5 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 4 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 tenth day of the month and immediately in the event of termination. Failure to make any payment by said date shall place Owner in default hereunder. Acceptance by Stable of any late payment shall not constitute a waiver of subsequent due dates or determination of defaults.

**6. RISK OF LOSS AND STANDARD OF CARE.** During the time that the horse(s) is/are in custody of Stable, Stable shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the horse(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s). This includes, but is not limited to, any personal injury the horse owner, or owner's guest, may receive on stables premises.

The Owner fully understands that Stable does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

The standard of care applicable to Stable is that of ordinary care of a prudent horse Owner and not as a compensated bailee. In no event shall Stable be held liable to owner for equine death or injury. Owner agrees to obtain equine insurance for any animals boarded at stable at Owner's expense. Owner agrees to disclose this entire agreement to Owners insurance company and provide Stable with the company's name, address and policy number. Failure to disclose insurance information shall be at Owner's risk.

**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, in the following amounts:

\$ \_\_\_\_\_ personal injury, and, \$ \_\_\_\_\_ maximum per accident; and,  
\$ \_\_\_\_\_ property damage, and  
\$ \_\_\_\_\_ maximum per accident.

**8. HOLD HARMLESS.** Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by owner's horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

**9. EMERGENCY CARE.** Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to cc \_\_\_\_\_

then authorized to secure emergency veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

**STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE (S) IS/ARE NOT SURGICAL CANDIDATES.**

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

**10. LIMITATION OF ACTIONS.** Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

**11. ROUTINE VETERINARY CARE.** Stable will provide the necessary routine veterinary care of the horse(s) as is reasonably necessary, such expense for the same shall be the obligation of OWNER hereunder. Upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner. Each horse will be administered a paste wormer upon arrival to STABLE and the fee for which will be added to the first month's boarding fee. Upon arrival of horse to STABLE proof of current tetanus, rabies, flu/rhino, and influenza vaccinations are required. Vaccines against West Nile Virus and Strangles are recommended but are not required. Tetanus and rabies vaccines will be administered once yearly and Flu/rhino/Influenza twice yearly. Owner agrees to provide Stable with all health records with regard to the horse(s). If horse comes from out of the country, Owner agrees to provide proof satisfactory to stable of a negative Coggins test current within the twelve month period immediately preceding delivery of the horse(s) to Stable.

**12. EXERCISE.** The owner shall be solely responsible for the exercise of the horse(s) and it is expressly understood that the horse(s) will be turned out.

**13. OWNERSHIP OF HORSE.** Owner warrants that it owns said horse(s), that there are no liens against said horse(s), express or implied by law.

**14. CHANGES OR TERMINATION OF THIS AGREEMENT.** It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice, regardless of the boarding period. All notices must be issued in writing unless otherwise agreed upon by the parties. The posting of updated rate schedules in a conspicuous or open place in Stable's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

**15. RULES AND REGULATIONS.** The Owner agrees to abide by all the rules and regulations of the Stable. In the event someone other than the Owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

**16. RIGHT OF LIEN.** The Owner is put on notice that Stable has a right of lien as set forth in the laws of this province, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Stable exercises Stable's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.

**17. PROPERTY IN STORAGE ON STABLE'S PREMISES.** Owner may store certain tack and equipment on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Trailers & Vehicles stored upon the premises will be subject to a \_\_\_\_\_/day storage cost for all accounts.

**18. INHERENT RISKS AND ASSUMPTION OF RISK.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

**19. ENTIRE AGREEMENT.** This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the Province of Ontario, and shall be enforced and interpreted in accordance with the laws of said Province.

**20 MEDIATION/ABITRATION BY EQUINE DISPUTE RESOLUTION SERVICE.**

In the event of any dispute or disagreement relating in any manner whatsoever to this AGREEMENT the parties agree and to consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS) and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successfully resolve said dispute through mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of EQUINE DISPUTE RESOLUTION SERVICE (EDRS), within 30 days of any declaration of passes by EDRS.

**21. ENFORCEABILITY OF CONTRACT.** In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Signature of Owner (or Authorized Agent) \_\_\_\_\_

Signature of Owner's Parent or Guardian \_\_\_\_\_ (if owner is a minor)

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

City/Prov/Postal: \_\_\_\_\_

Telephone: \_\_\_\_\_ Secondary Telephone: \_\_\_\_\_

Stable Owner: \_\_\_\_\_

Authorized Agent Signature of Stable Owner: \_\_\_\_\_

\_\_\_\_\_

## **Camelstone Stables**

**Al & Stacey Govier**

**12845 Hwy. 62, Madoc, Ontario K0K 2K0**

**(613) 473-3195**