

Boarding and Pricing Agreement

This Equine Boarding Agreement is made this _____ day of _____, 20_____

between **Clermark Equestrian INC** (referred to as “Stable”) located at

9759 Castleberg Side Rd, Caledon, ON L7E 3L5, and _____ (referred to as “Owner”), residing at

_____ owner of the horse(s) described in Section 2.

1. Fees

a) In consideration of **\$2,500 plus HST** 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 _____. First and last months Board due upon commencement. Board is inclusive of the following services:

- Stall
- Use of Facilities
- Bedding
- Use of Paddocks
- Grain
- Daily turn out
- Hay
- Blanketing
- Regular Feedings
- Exercising/Riding
- Daily Stall Mucking
- Instruction/Training

2. Descriptions of Horse(s)

	Horse # 1	Horse #2	Horse #3
Name			
Age			
Colour			
Sex			
Breed			
Height			
Registration #			

3. Rules and Regulations

The Owner agrees to abide by and conform to all rules and regulations as determined and posted from time to time by the Stable. The Owner accepts full responsibility for the safety of any of his/her visitors and/or riders they may bring onto the Stable premises, and shall ensure that all visitors abide by such rules and regulations. All riders, visiting or otherwise, must wear correct and proper headgear and footwear.

4. Risk of Loss

While the horse is boarded at the Stable, the Stable shall not be liable for any sickness, disease, theft, death or injury suffered by the horse(s) or any other cause of action arising from or connecting to the boarding of this (these) horse(s). All risks are assumed by the Owner. 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 and lodged on the Stable premises shall be at the sole risk of the Owner, who assumes all responsibility for insuring of the horse(s), tack and equipment owned by him/her, while on the Stable premises.

Is your horse(s) insured? Yes No

If yes, name of insurance company - _____

Policy Number - _____

Emergency Phone number of Insurance Broker/Company in the event of a possible claim-

5. Indemnity

The Owner agrees to carry personal liability insurance coverage on said horse(s).

6. Emergency Care

If medical treatment is needed, the Stable will attempt to contact the Owner, but in the event the Owner is not reached, the Stable has the authority to secure emergency veterinary and/or blacksmith care. The Owner is responsible to pay all costs relating to this care. The Stable is authorized as the Owner's agent to arrange billing the Owner.

Emergency Contact if Owner Unavailable - _____

Daytime Phone Number - _____

Night-time Phone Number - _____

7. Shoeing and Worming

The Stable agrees to implement a shoeing and worming program, consistent with recognized standards. Owner is obligated to pay the expenses of such services, including a reasonable stable charge. Such bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

8. Coggins Test

The horse(s) shall be free from infectious, contagious or transmissible disease. The following documents shall be supplied by the Owner to the Stable prior to the time of delivery: proof of a current and negative Coggins test, and a health, worming and immunization record. The Stable reserves the right to refuse the horse(s) within three (3) days of date of arrival if not in proper health.

9. Termination

Either party may terminate this agreement. In the event of a default, the wronged party has the right to recover attorneys' fees and court costs, resulting from this failure of their party to meet a material term of this agreement.

10. Notice

The Owner agrees to give the Stable one (1) months written notice on the first (1st) day of the month, of departure of the horse(s) plus one (1) months boarding fees. Any and all outstanding charges must be paid in full by the Owner before the horse(s) may leave the Stable. The Owner cannot assign this agreement unless the Stable agrees in writing.

The Stable reserves the right to notify the Owner with within seven (7) days of the horse(s) arrival if the horse(s), in the Stable's opinion, is (are) deemed dangerous or undesirable for a boarding facility and in such a case, the Owner is responsible for removing the horse(s) within seven (7) days and for all fees incurred during the horse(s) stay at the Stable. After all fees have been paid, the Agreement is concluded.

11. Right of Lien

The Stable has the right of lien as set forth in the law of the Province of **Ontario** for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

12. Agreement for Acceptance of Risk

I request permission to participate in horseback riding and other activities at

I fully understand that horseback riding, handling, and grooming of horses and other stable activities are very dangerous.

I wish to participate in these activities knowing that they are dangerous.

I accept and assume all the risks of injury (including death) to me or my property.

This agreement is subject to the laws of the province of _____.

The parties have executed this agreement this _____ day of _____, 20_____.

STABLE:

OWNER:

Signature

Signature

Print Name

Print Name

Address

Address

Telephone

Telephone