

BOARDING AGREEMENT



The Equine Boarding Agreement (the “Agreement”) is being entered into by:

Name: _____

Address: _____

City: _____ Prov: _____

PC: _____ Phone: _____

Email: _____

Dated: _____

1. Fees, Term and Location

In consideration of \$800 plus GST per horse per month paid by OWNER in advance on the 1st day of each month, LANDLORD agrees to board the herein described horse(s) at Canoe Creek Equestrian on a month to month basis. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month

2. Description of Horse

NAME : _____ AGE: _____

COLOUR : _____ SEX : _____

BREED : _____

3. Feed and Facilities

CANOE CREEK EQUESTRIAN agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the animals(s)

- 12' x 12' minimum sized stall with attached paddock
- Owner-supplied grain fed once per day.
- Hay fed 3 times per day.

4. BOARDER represents and warrants that they are the owner of record of Horse, or that they have express authority of the owner of record to enter into this Agreement and to house horse with Canoe Creek Equestrian. If BOARDER is not the owner of record of Horse, BOARDER nonetheless agrees to be fully bound by the terms of this agreement and liable for all sums hereunder.

If BOARDER is not the owner of record of Horse, the owner of record is:

Name: _____

Address: _____

City: _____ Prov _____ Postal Code : _____

Phone: _____ Email: _____

5. OWNER warrants that it owns said horse that there are no liens against said horse, express or implied by law, and will provide prior to time of delivery of said horse, to LANDLORD, proof of required vaccines.

6. Risk of Loss

During the time that the horse is in the custody of LANDLORD, LANDLORD 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 that horse may receive while on LANDLORD's premises. OWNER fully understands and hereby acknowledges that Canoe Creek Equestrian does not carry any insurance on any horse not owned by LANDLORD, including but not limited to such insurance for boarding or any other purposes for which the horse is covered under any public liability accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse, or for any other reason for which the horse is in the possession of LANDLORD are to be borne by OWNER

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

7. Emergency Care

LANDLORD agrees to attempt to contact OWNER, at the following emergency telephone number (____)_____.

Should LANDLORD feel that medical treatment is needed for said horse, provided however, that in the even the LANDLORD is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by LANDLORD, LANDLORD is then hereby authorized to secure emergency veterinary care and/or farrier care, and by licenced providers of such care who are selected by the LANDLORD, as LANDLORD determines is required for the health and well-being of said horse. The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER received notice thereof.

8. Stable Rules

The OWNER agrees to abide by the attached Stable Rules and understands that additional charges will be made to their account for failure to abide by those rules and accepts responsibility for the conduct of his guests and invitees according to these rules. They also understand that property damaged outside the realm of "normal wear and tear" will be billable to their account. Replacement of rails is \$20.00, posts are \$50.00 and shelter posts are \$200.00. Chewing of these items can be prevented by soaping the wood with ivory bar soap. LANDLORD may revise these Rules from time or time and OWNER agrees any revision shall have the same force and effect as current Rules, Failure, as determined in LANDLORD's sole discretion, of OWNER or OWNER's guest and invitees to abide by LANDLORD Rules may result in declaring OWNER in default hereunder and result in termination of this AGREEMENT

9. 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 the Stable Rules. Any payment due to the LANDLORD 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 due date shall place OWNER in default hereunder. Acceptance by LANDLORD of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

10. The Term

This agreement shall continue for a minimum of 6 months and on a month-to-month basis until either party provides the other a one month Notice of Termination. The LANDLORD shall in like fashion give notice of any increase in monthly charge at least one month in advance of the date of such increase.

11. Assignment

This AGREEMENT may not be assigned by OWNER

12. Right of Lien

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

13. Responsibility of OWNER

- Third party liability insurance (HCBC) with respect to ownership/lease of said horse;
- Veterinarian and Farrier charges;
- Payment to the Landlord of rent/board charges as set out;
- Any and all damage or injury to horse or Tenant or any guest or invitee of Tenant or property of Tenant or invitee.

14. Facilities

- a. Indoor riding arena – included in board
 - i. Any jumps, poles etc need to be put away after each use.
- b. Outdoor riding arena – included in board
 - i. Any jumps, poles etc need to be put away after use
- c. Laundry – the washer and dryer are NOT included in this AGREEMENT. There is an option to pay for washing by the LANDLORD at the LANDLORD's discretion.
- d. Cross Country Fields – Access is available as an optional add-on for \$100 per month per horse and requires prior permission from the LANDLORD. No jumping of any cross-country obstacles is permitted without prior permission from the LANDLORD and supervision by an insured coach approved by the LANDLORD. Cross Country fields will be closed the week before and after a clinic or competition.
- e. Cross ties – can be used for tack up/ grooming/ hoof trimming etc
 - i. Ensure all items are put away properly and cleaned up
 - ii. If excess amount of hair or hoof clipping are left – ensure these are all swept and put in the garbage (not muck heap)
 - iii. Ensure all manure is cleaned up.
 - iv. Horses may not be left unattended in cross ties.
- f. Driveway/hacking area
 - i. Driveway (hill) up to the indoor arena is included in boarding agreement
 - ii. Driveway following behind the pens and all land around the LANDLORD's residence is off limits to OWNER.

15. Damages

Cost of damages beyond regular wear and tear are the responsibility of the owner.

16. Visitors

CANOE CREEK EQUESTRIAN is a private boarding and schooling facility. Guests and visitors are not permitted anywhere on the property without prior written or verbal approval

from the LANDLORD. The OWNER is responsible for the conduct and safety of all approved guests and must ensure that they comply with all Stable Rules. Unauthorized guests may be asked to leave immediately, and repeated violations may result in termination of this Agreement.

Stable Rules - Please initial all lines.

_____ Helmets are required at all times while mounted. This includes hacking in the neighbourhood as you are representing our facility.

_____ Lnging is NOT permitted in indoor or outdoor arenas.

_____ Horses are not to be taken into either the indoor or outdoor arenas to roll.

_____ Visitors may not ride horses without permission from LANDLORD.

_____ Barn hours are 7am-9pm - please inform LANDLORD if you wish to ride outside these hours.

_____ All items belonging to the LANDLORD or other OWNERS on the property are to be respected and not used/touched by OWNER.

_____ All land belonging to the LANDLORD is meant to be left – Respect the privacy of the LANDLORD's personal residence, yard and driveway.

_____ The LANDLORD's tack room is not to be used by OWNER

_____ Access to the bathroom is from the exterior of the barn.

Guests and visitors are not permitted anywhere on the property without prior approval from the LANDLORD. The OWNER is responsible for ensuring that all approved guests comply with the Stable Rules.

_____ OWNER is required to upkeep horse to a standard of care acceptable to LANDLORD. If LANDLORD is unhappy with care they reserve the right to contact the Veterinary or Farrier after informing OWNER of intentions to call.

_____ All manure must be cleaned up anywhere on property except in Stable and Paddock assigned to horse; including but not limited to the indoor arena/outdoor arena/ driveways/ tack up areas/ barn etc.

_____ Pets are not allowed at the facility. This includes dogs on a leash.

_____ Fees will be levied for holding horses for farriers and/or veterinarians.

I have read the above rules and understand that failure to comply may result in this contact being terminated.

DATED this _____ day of _____ 20 _____

PER _____ PER _____

LANDLORD

OWNER

