

EQUINE BOARDING AGREEMENT

This Equine Boarding Agreement (the "Agreement") is between:

2541312 Alberta Ltd. (the "Stable")

and

NAME (the "Owner") _____

ADDRESS _____

CITY _____ PROVINCE _____ POSTAL CODE _____

PHONE NUMBER(S) _____

EMAIL _____

TRAINER (if applicable) _____

1. Term

The term of this agreement shall be for month to month commencing on _____ and shall renew automatically for successive periods thereafter unless cancelled on 30 days written notice by either party.

2. Boarding Fee

Board is due by the tenth day of each month.

An invoice will be issued on the 25th of the month before and must be paid by the 10th of the following month. Partial months will be prorated accordingly (post-dated checks would be ideal).

Thirty (30) days' notice will be provided if the Boarding Fee will be changed.

If payment is not received within thirty (30) days, the horse will be seized and sold according to the ANIMAL KEEPERS ACT.

\$350 for pasture board, in a larger group (may have to walk to south fence line to catch horse).

\$410 for horses kept in pairs or small groups with easy access to horse.

\$475 for horses kept in individual paddocks.

3. Stable's Services

- Stable agrees to provide adequate hay or seasonal pasture as per boarding package.
- Feed includes grass (hay when grass is snow covered in pasture) Any and all other supplements or other feeds are responsibility of Owner. Personalized feeding programs can be arranged, for an additional charge.
- Stable agrees to provide 24-hour access to water.
- Stable will also provide salt on a free-feed basis.
- Access to shelter sheds for all boarded horses.
- All pasture, paddock and pens cleaned 2x/year, seasonal limitations apply
- Stable will provide an area for Owner's tack and equipment.
- Stable will provide the use of the indoor and outdoor arena (unless scheduled for lessons or clinics)

3. Identification of Horse.

The following Owner's horse(s) is to be boarded by Stable:

Registered Name: _____
Barn Name: _____
Breed: _____
Year Born: _____ Colour: _____ Sex: _____
Microchip? _____ Brands? _____ Any identifying marks? _____

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Barn Name: _____
Breed: _____
Year Born: _____ Colour: _____ Sex: _____
Microchip? _____ Brands? _____ Any identifying marks? _____

5. Horse's Physical Condition / Special Care

Except as specified in this section, to Owner's knowledge, Horse is currently sound, disease-free, and in good condition, and not in need of any special care.

Exceptions:

6. Horse's Behaviour

Owner states that the Horse exhibits the following behavioural traits that the Stable should be aware of: (kicking, biting, cribbing, difficult to catch, etc.)

7. Ownership of/Authority over Horse.

a.Owner/Boarder represents and warrants that they are the owner of the recorded Horse, or that they have express authority of the owner of record to enter into this Agreement and to house Horse with Stable. 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.

b.Identification of Owner of Record if Different than Boarder.

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

Name: _____
Address: _____
Town / City: _____ Province: _____ Postal Code: _____
Phone Number(s) _____ Email: _____

8. Lease Agreement

- a. The owner is required to secure a lease agreement with anyone who is riding their horse on a regular basis.
- b. The owner shall inform the Stable in writing when leasing their horse, either in whole or in part.
- c. A copy of the Lease Agreement shall be held on file by the Stable, this to include also a copy of proof of insurance for the lease (AEF membership).
- d. A signed waiver form will be required on an annual basis.
- e. The owner of the horse is solely responsible for payment of all board and related services to the stable and other service providers related to the care of the horse being leased.

9. Farrier Care

Owner agrees and understands that it is Owner's responsibility to provide Horse with proper hoof care and farrier services.

10. Veterinary Care

a. Owner agrees and understands that it is the Owner's responsibility to provide Horse with proper veterinary care and veterinary services. Owner understands that if Owner's horse is or appears sick or injured, Stable will first try to contact Owner. If Owner is unavailable, or Horse has an emergency, Owner gives Stable permission to call Owner's veterinarian, identified as:

Dr. _____ Phone Number(s):

If Owner's veterinarian is unavailable, Owner authorizes Stable to call its veterinarian, and that Owner will be fully responsible for all veterinarian charges so incurred.

b. Owner also agrees that Owner will keep Horse current on all customary vaccinations, based on the prevailing or customary requirements in Stable's locale.

c. Deworming by Owner is completed a minimum of twice a year with the potential of more frequently as needed. The owner is responsible for this as well as the cost of the deworming. Stable will be sending out reminder emails for deworming bi-annually.

d. In the event of any infectious disease at the facility, which affects the herd, the recommendations of the Stables' appointed Veterinarian will take precedence over those of the owner's veterinarian.

e. The Stable reserves the right to inspect all horses upon arrival to the facility, and may refuse any horse deemed to be unhealthy or without documentation of immunization.

11. Emergency Contact

Emergency Contact if owner is unavailable: _____

Daytime Phone: _____

Nighttime Phone _____

12. Risk or Loss or Injury

While the Owner's 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). The Owner assumes all risk. All cost no matter how catastrophic, connected with boarding are borne by the Owner.

13. Temporary Absence

- a. The owner shall inform the stable when removing the horse(s) from the property on a temporary basis to a maximum of 30 days. This notice to include date of departure and expected date of return.
- b. The owner shall continue to pay all costs associated with board as stated in this agreement during the period of the absence. An absence of more than 30 days shall constitute a termination of this Boarding agreement. At such time the owner wishes to return, a new Boarding Agreement can be signed.

14. Hours of Visitation / Access to Horse Stable hours are from 8:30 AM to 9:00 PM seven days a week, unless under special circumstances, ie. Early/late arrivals or departures for outings and or emergencies.

15. Indemnity

It is required that each and every horse owner carries liability insurance on their horse. Insurance is available with the Alberta Equestrian Federation membership, or through private insurance agents. The stable will require proof of insurance prior to bringing your horse on the property. (Proof of insurance must be provided on a yearly basis)

16. Safety and Release from Liability

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU or YOUR GUEST'S PRESENCE AND/ OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE.

- a. Owner understands that Boarder will ride and handle only their own horse(s), and will conduct themselves, at their own risk while on Stable's property.
- b. The Owner takes full responsibility for themselves and for any guest that the Owner may bring onto the property and will not hold Stable, its owners, agents, or employees responsible for accident or injury to themselves, guests, or agents.
- c. Owner understands that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, Owner exposes themselves to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience the Owner has, and no matter what the situation.
- d. Owner understands that it is the recommendation of Stable to wear a riding helmet and utilize other safety gear appropriate to Owner's level of experience with horses.
- e. Owner accepts full responsibility for accident or injury to Owner, family members, or guests while on Stable property.
- f. Stable will not be held responsible for injury or death of Horse(s).
- g. Stable is not responsible for lost or stolen personal items. (grooming supplies, tack, etc)

17. Termination.

- a. Either party has the right to terminate this agreement **without cause or reason.**
- b. Intent to terminate this agreement shall be given in writing 30 days in advance.
- c. Any amount due or accruing is due and shall be paid prior to removing the horse from facility.

18. Amendments and Modifications.

The parties may amend this Agreement only by a written agreement executed by all parties.

19. STABLE RULES:

Riders/Boarders/Owner's: This Stable is a place for learning, and we follow general guidelines for safety and arena etiquette. A copy of those guidelines is attached.

-The Owner accepts full responsibility for the safety of any of his/her visitors, guests and/or riders they may bring onto the Stable premises or the Facility. And henceforth shall ensure that all visitors abide by same Stable Rules. All riders, visiting or otherwise, are recommended to wear correct and proper fitting astm approved riding helmets and appropriate footwear for riding while mounted. All riders, visiting or otherwise must have current waiver forms on file. Minors must be supervised at all times.

-**When riding;** a properly fitted **astm** approved helmet is **required for all riders under the age of 18 years** and is recommended for all riders while mounted. Proper heeled boots are required for all riding.

-The Owner shall not feed, handle or otherwise tamper with horses boarded at the Stable other than their own. HOWEVER; If you see something that looks out of place, unsafe or dangerous, or an injured animal or horse in distress, by all means feel obligated and free to contact the Stable manager immediately. Someone may do the same for your horse someday.

-All Owners are expected to clean up after their horses and/or their dogs while in and around the Stable yard or Facility property.

-The Owner shall notify the Stable if their horse will be away during feeding so that feed can be provided upon return. Owners shall not enter hay sheds or take hay without making arrangements with the Stable manager.

-At no time shall any animal be mistreated or abused while on Stable property or on the areas related to the Facility. Such action(s) will result in the individual being banned from the Stable and the appropriate authorities will be notified.

-**NO SMOKING** in, around or near the stable or near any outbuildings.

-The Stable can temporarily suspend privileges if Owner/Boarder is intoxicated around the stable. **No alcohol** permitted while riding or handling of the horse(s).

-The Owner shall sign and submit to the Stable, all required forms, waivers and lease agreements on an annual basis.

-Horses to be tied with either quick release or crosstied in designated areas only. Horses are not to be left attended in tie areas.

-Loose horses are not permitted in any riding area while others are mounted.

-DO NOT tie horses to fences or gates of outside paddocks or pens AT ANY TIME. NOTE **that we implement the use of electric fencing on the facility.** Be aware of this detail for your own safety, for the safety of your horse, your pets, your children and your guests. The fencer works....well.

-Each horse's halter and lead rope must be kept on its stall door or paddock fence on appropriately provided hooks unless you are handling the horse.

-Shovels, brooms, wheelbarrows and any other various stable utensils are to be placed in their appropriate place after their use, ALL alleyways, walkways, and driveways are to be kept clear of debris at all times. Do not leave tack or equipment of any kind in alleyways, tack stalls or box stalls.

-**Appropriate dress and footwear** are required at all times when working with or around horses. Flip flops and open toed shoes are not considered appropriate horse related footwear.

-**All juniors must be supervised** when working with the horses or riding at all times. This includes going into a pen or pasture to retrieve a horse, whether it be their own horse or a lesson horse.

ARENA ETIQUETTE

-**When entering the indoor** arena, knock or announce "door" before opening the door if others are riding inside. If riding in the indoor arena, as it is small, we prefer that free riding in no more than 2-3 riders at a time takes place. This too will take coordination amongst yourselves to be mindful.

-**Keep everyone informed** when riding in the company of others. (ie; passing on your left, or opening the gate now...) **Be mindful** & considerate of those that you are riding with or around, especially if they are riding a green or nervous horse.

-**Share the rail**; slower horses moving in the same direction should use the inside track to let horses moving at a faster pace pass on the outside rail. If meeting other riders on the rail, pass left to left (keep to YOUR right) and allow enough space to meet and pass safely.

-**Do not stop** on the track. If you need to stop your horse, move to the center of the ring. Same applies to dismounting.

-**Close gate** or door when entering or leaving any arena.

-**Lunging** is only permitted when the arena is either empty or there is only ONE other person riding. When lunging, or riding, keep your voice and any other cues, down to a level that does not affect others that are riding in the same area as it may affect their ride or the quiet enjoyment of their horse.

-**Lessons** take place on a regular schedule at the Stables. An arena is only closed if there is a jumping lesson taking place. Please schedule your free riding time around the posted arena use

EMERGENCY CONTACTS FOR THE STABLE

Jonathan Wenger Cell phone 403-304-0720

Megan Wenger Cell phone 403-392-4459

Brenda Thompson Cell phone 403-396-5484

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I _____ have read carefully and understand the contents of this agreement.

OWNER NAME (please print)

STABLE REPRESENTATIVE (please print)

OWNER SIGNATURE

STABLE REPRESENTATIVE SIGNATURE

DATE

DATE

WITNESS NAME (please print)

WITNESS SIGNATURE

DATE