

**EMPIRE EQUESTRIAN**

1267 Haldimand County Hwy 56, York, ON, N0A 1R0

**Indoor Boarding Agreement**

 **This agreement is made and entered into between:**

Owner of horse(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Birthdate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Prov.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postal Code: \_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone: (H) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (W/C) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ And **Empire Equestrian Centre**, Hereinafter known as the Stable, dated this:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Month), \_\_\_\_\_\_\_\_(Day), 20­­\_\_\_\_\_ (Year).

This agreement covers the horse described as follows:

Name of horse:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Sex:\_\_\_\_\_\_\_Age\_\_\_\_\_ Breed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color/Markings (as needed)\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other information \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of horse:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Sex:\_\_\_\_\_\_\_Age\_\_\_\_\_ Breed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color/Markings/Distinguishing Marks\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other information \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of horse:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Sex:\_\_\_\_\_\_\_Age\_\_\_\_\_ Breed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color/Markings/Distinguishing Marks\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other information \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Should additional horse information sections be required please inform STABLE contact to provide extras.)

* **The Stable agrees to provide normal and reasonable care to maintain the health and well-being of the horse(s)**. In consideration of $700.00 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(s) beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ monthly, to be paid on the 1st of every month. Board received after the 1st of each month may be subjected to late fees at the discretion of stable management.

The services that are included in these fees are:

-Use of Facilities

-Use of Paddocks (turn in/out)

-Hay and Water

-Individualized Grain Program

-Blanketing (Owner supplied)- One on/one off policy

-Storage space (as required & by available)

-Fly Spray/ Fly Masks (on and off)

-11x12 or 12x12 rubber matted stall

-Clean bedding daily

- Stalls cleaned daily

-Water buckets (scrubbed daily)

-Use of arena(s) (Maintained)

-Night before show stocking (grain, hay...)

-Administering of medications/supplements (as instructed, may vary)

Other Additional Costs:

-Booting (to be discussed)

-Extra Blanket changes (in addition to one on/one off)

-Extra Buckets (2 provided, anything additional is to be discussed)

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The fees are subject to change with 30 days written notice given by the Stable**. Late payments will be charged interest feed of $5/day for each day board is delayed past the 5th of the month (unless discussed with STABLE in written format and mutually agreed upon).

* **Termination:**

 Either party may terminate this agreement with 30 days **written** notice. If said notice is not given, the owner will be responsible for payment of the next month.

* **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. Emergency Contact if Owner is Unavailable:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Daytime Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nighttime Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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)

b) To call another qualified veterinarian if the Dr. mentioned under a) is not available, or if no veterinarian is specified.

\***If the life/comfort of the Owner’s horse is at risk, and if medical attention is required to stabilize its condition while it is in the care of Empire Equestrian Centre, and if I cannot be reached, I authorize veterinary treatment up to an amount not exceeding $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_**(please initial). All fees charged by said veterinarian shall be the sole and exclusive responsibility of the Owner, with no liability on the Stable for such fees.

* **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 on the Stable Web site at [www.empireequestriancentre.com](http://www.empireequestriancentre.com/), and are subject to change.
* **Documentation**: The owner is to provide:

a) A current negative Coggins certificate to the Stable before the Horse enters the facility, and to abide by quarantine rules if necessary.

b) A current OEF membership number or insurance information for third party liability.

 c) A signed liability waiver.

* **Herd Health**: ***All*** horses are to be dewormed regularly and **unanimously** to prevent parasites etc. and promote health in all herds. To make this possible, the stable will purchase and administer the appropriate dewormer at the owner’s expense, unless dewormer is provided and administered by the owner **before the set deworming date**. Horses that are not wormed with the group will not be allowed contact with other horses and must have current fecal done to ensure heard health unless otherwise discussed with barn management. If wormer is not provided, paid for, or a passable fecal is not presented the horse will not be turned out until the situation is rectified.
* **Risk of Loss:**

a) 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). The Owner assumes all risks. All costs, no matter how catastrophic, connected with boarding are borne by the Owner.

b) 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 the insuring of the horse(s), tack and equipment owned by him/her, while on the Stable premises.

c) Client trailers are NOT insured under the stable policy. Any storage of personal trailers, and their contents, is not the responsibility of the stable. Any lost or stolen trailers/articles are not the responsibility of the stable- trailers are to be stored at the owner's own risk.

Is your horse insured? Yes No If yes:

 **OEF** membership number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

OR **Name of Insurance Company**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Policy Number**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*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’s premises. The Owner acknowledges that it is his/her responsibility to **ensure that all guests sign a waiver**, which will be made available on the Stable Web site stated above, the Facebook group, or in person, prior to participating in any activities on the Stable’s premises. Anyone without a signed waiver will be asked to sign one or be removed from the stable. **IT IS THE RESPONSIBILTY OF THE BOARDER TO ENSURE THIS WAIVER IS SIGNED BY ANYONE ON THE PREMISISE ACCOMPANYING THEM.**

* **Right of Lien**: The Stable has the right of lien as set forth in the law of the Province of Ontario, namely the Repair and Storage Liens Act, Innkeepers Act, etc. 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.
* **Use of Facilities**: The Owner acknowledges from time to time the Stable will be hosting and renting the facilities for events and equestrian competitions which will use areas of the common facilities. Stable will endeavour to make available alternative areas and times for the use of the Owner during these events and notices will be posted on Stable premises.
* **Inclement Weather:** Should the need arise; barn staff reserves the right to bring the above stated horse(s) indoors should the owner be unreachable, and stalls become available. Reasons for barn implemented turn in include (but are not limited to) extreme/ dangerous weather conditions, structural damage (i.e fencing, shelter etc.), natural disasters… Additional fees may be applicable for keeping the horse(s) indoors for more than 24 hours. Barn staff must be consulted before any horse on outdoor board is brought indoors by the above owner and left in a stall. Turn out is on a discretional basis and staff members may choose to leave any horse(s) in at any time based off their personal judgement. Injury occurring outside due to weather conditions, natural disaster, or any other form of environmental factors cannot fault the stable.

Empire Equestrian reserves the right to change barn policies, hours of operation, access, and various other practices at any time should the need (as decided by barn management) arise. This includes COVID related changes and government requirements. Empire Equestrian requires all boarders to follow COVID protocol as instructed by barn management and the Government of Ontario.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Signature of Owner or Legal Guardian**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Signature of Stable or Agent**

Date