**Outdoor Boarding Agreement**

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

Owner of horse(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Birthdate:\_\_\_\_\_\_\_\_\_\_\_\_ Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Prov.:\_\_\_\_\_\_\_\_\_\_ Postal Code: \_\_\_\_\_\_\_\_\_\_\_ Telephone: (H) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (W) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ And **Empire Equestrian Centre**, Hereinafter known as the Stable, dated this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_2015.

This agreement covers the horse described as follows: Name of horse:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Sex:\_\_\_\_\_\_\_Age:\_\_\_\_\_\_Breed\_\_\_\_\_\_\_\_\_\_\_ Color/Markings/Distinguishing Marks\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Other information \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. **The Stable agrees to provide normal and reasonable care to maintain the health and well-being of the horse(s)**. In consideration of $300.00 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on a monthly basis.

The services that are included in these fees are:

-Use of facilities

-Use of Paddocks (24/7 turn-out)

-Hay (Round Bales) and Fresh Water

- Blanketing (Owner supplied)

-Appropriate storage space

-GRAIN FEEDING IS THE RESPONSIBILITY OF THE OWNER OUTDOORS- unless otherwise arranged (if owner requires graining extra fees apply)

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

**The fees are subject to change with 30 days written notice given by the Stable**. Late payments will be charged interest.

1. **Termination:**

 Either party may terminate this agreement with 30 days written notice.

1. **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.

1. **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.
2. **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.

1. **Herd Health**: All horses are to be dewormed regularly and unanimously to prevent parasites etc. and promote health in all herds. In order 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 on the set deworming date.
2. **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.

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 **insure that all guests sign a waiver**, which will be made available on the Stable Web site stated above, prior to participating in any activities on the Stable’s premises.

1. **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, 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.
2. **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.
3. **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 48 hours. Barn staff must be consulted before any horse on outdoor board is brought indoors by the above owner and left in a stall.

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

 **Signature of Owner or legal guardian** Date

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 **Signature of Stable or Agent** Date