

ECHO SPRINGS BOARDING AGREEMENT

This Equine Boarding Agreement is made and entered into as of this [redacted] day of [redacted], 20[redacted] by and between:

Echo Springs

Contact Name: Jeff and Jackie Kingston

Address: 13574 County Road 29, Warkworth, ON K0K3K0

Phone: 613-243-9584

Email: echosprings@live.ca

("Stable")

And

Name: [redacted]

Address: [redacted]

Home phone: [redacted] Cell phone: [redacted]

Email: [redacted]

("Boarder")

Term: The term of this agreement shall be month to month commencing on the date set forth above, and shall renew automatically for successive periods thereafter unless canceled 15 days prior by written notice by either party.

1. **Identification of Horse:** Boarder's horse(s) to be housed by Stable:

- A. [redacted] (Age)
- [redacted] (Registered name)
- [redacted] (Barn name)
- [redacted] (Breed/Colour)
- [redacted] (Sex if Male Gelded or Stallion)

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B. (Age)
 (Registered name)
 (Barn name)
 (Breed/Colour)
 (Sex if Male Gelded or Stallion)

C. (Age)
 (Registered name)
 (Barn name)
 (Breed/Colour)
 (Sex if Male Gelded or Stallion)

D. (Age)
 (Registered name)
 (Barn name)
 (Breed/Colour)
 (Sex if Male Gelded or Stallion)

2. Ownership of/Authority over Horse:

A. 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 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:

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Phone: _____

Email: _____

- C. No horse may be leased out by a Boarder without the express approval of Stable.
- D. Report any change of address, telephone number or horse status to Stable. If you board or lease a horse and plan to leave town, please advise management where you can be reached and what arrangements you have made for your horse.

3. **Boarding Fee:** Board fees of **\$350.00** per month are due on or before the **15th** day of each month. Payment received 5 days late will be subject to a \$30 late fee, plus \$3 in late fees for each additional day thereafter on which Board plus accrued late fees remain unpaid. There will be a \$40 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.

4. **Deposit:** Boarder shall pay **\$150.00** in advance as a refundable deposit for the performance of the terms and conditions of this agreement. Boarder shall not be entitled to any refund of the deposit unless the Boarder complies with all provisions of the Agreement. Unpaid fees or Late Fees, and any other un-reimbursed expenses incurred by Stable for Boarder's benefit shall be deducted from the deposit and the balance, if any, returned to Boarder within 30 days of Board termination.

If the deposit is applied to expenses incurred by the Stable, the Boarder shall top up the deposit to maintain the deposit value throughout the term of this Agreement.

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5. Stable's Services:

- A. Stable agrees to provide a shared outdoor fenced paddock area for Horse with suitable hay/pasture provided.
- B. Stable agrees to provide access to a stall from time to time for emergency use at a fee. Boarder will be responsible to escort Horse into stall and to complete "bring your own shavings/clean your own stall" policy each day. Boarder will be responsible for turnout of Horse.
- C. Horse will be fed on pasture and hay. Any and all other supplements or feeds are responsibility of Boarder to provide and/or administer.
- D. Stable shall have the right to use reasonable and customary restraints and training implements to move Horse from or to a stall or other location within the property should this be necessary if, for example, horse refuses to move or becomes a danger to itself or others.

6. **Horse's Physical Condition/Special Care:** Except as specified in this section, to Boarder's knowledge, Horse is currently sound, disease-free, and in good condition, and not in need of any special care.

Boarder states the following exceptions:

7. **Horse's Behavior:**

Boarder states that the Horse exhibits the following behavioral traits:

8. **Hours of Visitation/Access to Horse:** Boarder, their veterinarian, farrier, trainer, and designated guests shall have access to Barn and Horse from 7AM to 9PM, 7 days/week. Please provide the Stable with notice if you have any reason to be on property outside of these hours.

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9. **Care and Maintenance:**

- A. Boarder agrees that all new horses coming into the facility will be quarantined until a vet check is completed by Stable veterinarian. Boarder agrees to provide Stable with proof of vaccinations. Boarder will be fully responsible for all veterinarian charges so incurred.
- B. Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Boarder's horse is or appears sick or injured, Stable will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives Stable permission to call Boarder's veterinarian, identified as:

Dr. /Clinic Name: _____

Address: _____

Phone: _____

(This clause does not apply to Horse where Horse is leased by Boarder from Stable). Terms of Lease Agreement shall prevail.

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

(This clause does not apply to Horse where Horse is leased by Boarder from Stable). Terms of Lease Agreement shall prevail.

- D. Boarder agrees that Boarder will keep Horse current on all vaccinations recommended by Stable Veterinarian.
- E. Boarder agrees that Stable will administer Wormer twice a year, purchased by Stable. Boarder agrees to pay for wormer.
- F. Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and Ferrier services, Boarder gives Stable permission to call Boarder's Ferrier, identified as:

Ferrier Name: _____

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Address: _____

Phone: _____

G. Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper exercise and training, Boarder gives Stable permission to call Boarder's trainer, identified as:

Trainer Name: _____

Address: _____

Phone: _____

10. **Prohibited Activities:** Neither Boarder nor their guests or agents shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable without permission of Stable and of that horse's owner. Actions such as stealing, use of narcotics, flagrant damage or destruction of stable property, abuse of animals, physical or verbal abuse of personnel or any other actions which are deemed detrimental will not be tolerated. Stable reserves the right to charge for any damages Boarder, Guest or Horse or might cause to our facilities (stall, barn, fencing, arena, etc). Normal wear and tear is acceptable.

11. **Authorized Users:** Stable has discretion when and under what circumstances to allow Boarder's designated Users to have access to Horse and Stable's facilities. Boarder's designated users are:

A. Name: _____

Street address: _____

City: _____

(Home phone) _____ (Cell phone) _____

(E-mail) _____

(Sex) _____ (Age) _____

Level of experience with horses in general and this Horse: _____

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B. Name: _____
Street address: _____
City: _____
(Home phone) _____ (Cell phone) _____
(E-mail) _____
(Sex) _____ (Age) _____
Level of experience with horses in general and this Horse: _____

12. 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 CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE.

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

A. **Helmets and Safety Gear:**

I understand that it is the recommendation of Stable to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear.

Initial: _____

B. **Horses are Inherently Dangerous:**

I also understand that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, I expose myself and others to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they

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have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Stable cannot control the horses it boards and/or owns, and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable's facilities.

Initial:

C. **I am Responsible for my own Conduct and That of my Horse:**

I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on Stable's property.

Initial:

D. **RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK:**

I take full responsibility for myself and for any guest that I may bring onto the property and will not hold Stable, its owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents.

Initial:

E. **Death or Injury to Horse:**

Stable, its owners, trainers, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part.

Initial:

F. **Personal Tack, Equipment and Property:**

Stable, its owners, trainers, agents or employees will not be held responsible for direct loss or damage to your tack or equipment is not covered by our insurance, while on these premises. You as the owner of these personal items therefore it is up to you to be sure that they are insured under a homeowner's insurance policy, or under a separate policy as in the case of loss, injury, damage or death of a horse.

Initial:

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G. **HOLD HARMLESS, DEFEND AND INDEMNIFY:**

Boarder agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to Horse, or Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

Initial:

H. **Costs, Attorneys' Fees, and Expenses:**

In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their guests or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

Initial:

13. **Stable's Remedies:** If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse hereunder, Stable reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so, Boarder agrees

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they will be fully responsible for all alternative boarding charges so incurred.

14. **Amendments and Modifications:** The parties may amend this Agreement only by a written agreement executed by all parties.

15. **Notice to Stable:** All notices must be in writing and delivered to Stable at Stable's address listed above in this agreement, in a manner which provides proof of delivery.

16. **Notice to Boarder:** All notices must be in writing and delivered to Boarder at Boarder's address listed above in this agreement, in a manner which provides proof of delivery.

17. **Assignment or Transfer:** No party may assign or transfer this Agreement without the prior written consent of the other parties.

18. **Entire Agreement:** This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

19. **Comprehension:** Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

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20. **Governing Law and Venue:** This Agreement shall be governed by the laws of the province of Ontario. Any legal action commenced to enforce or interpret this Agreement shall be brought in provincial or federal courts with the appropriate jurisdiction, located in the province of Ontario.

21. **Counterparts:** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STABLE:

BOARDER:

Signed: _____

Signed: _____

Name: _____

Name: _____