

# Albannach Acres Boarding Agreement

1) This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ made by and between Albannach Acres, hereinafter referred to as 'STABLE', providing services as an independent contractor, located at 7754 12<sup>th</sup> Line, Alma Ontario N0B 1A0 and \_\_\_\_\_ residing at \_\_\_\_\_,

hereinafter referred to as 'OWNER'. Owner of the hereinafter-described horse(s). These parties warrant that they have the right to enter into this AGREEMENT.

## 2) Fees and Terms of payment

a) In consideration of \$ \_\_\_\_\_.00 per horse per month paid by OWNER in advance on the 1<sup>st</sup> day of each month, STABLE agrees to board the herein described horse commencing \_\_\_\_\_, 20\_\_. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

b) The STABLE will be making an annual analysis of boarding fees and may adjust fees accordingly.

## 3) Description of Horse(s)

a) Name: \_\_\_\_\_ AGE: \_\_\_\_\_

b) Color: \_\_\_\_\_ Sex: M - G - S

c) Breed: \_\_\_\_\_

d) Markings: \_\_\_\_\_

e) Registration/Tattoo Number (if applicable): \_\_\_\_\_

f) Value of Horse: \$ \_\_\_\_\_

g) Known Vices: \_\_\_\_\_

h) In the event that this AGREEMENT provides the herein described boarding services for more than one horse, the same information, in the same format, as provided in this Section, shall be set in writing and attached hereto as Exhibit 'A', which is hereby incorporated in full by reference.

## 4) Feed and Facilities

a) FARM agrees to provide the normal and reasonable care and handling to maintain the health and wellbeing of the animal(s).

b) The feed (hay) and bedding shall be supplied by the stable.

c) Any supplements will be supplied by the owner.

Feed Type \_\_\_\_\_ - Amount \_\_\_\_\_

Feed Type \_\_\_\_\_ - Amount \_\_\_\_\_

Feed Type \_\_\_\_\_ - Amount \_\_\_\_\_

Feed Type \_\_\_\_\_ - Amount \_\_\_\_\_

Feed Type \_\_\_\_\_ - Amount \_\_\_\_\_

d) Hay: Unless otherwise specified there will be free access to hay in the pasture. If there are dietary restrictions on the amount of hay to be fed that will be specified in an addendum to this document.

# Albannach Acres Boarding Agreement

---

- 5) Turnout
  - a) Indoor board
    - i) Horses on indoor board will be turned out by 7 am each morning and be returned to the barn by 9pm each night unless the horse is on stall rest in which case they will be moved to a different stall while there bedding is picked clean/changed.
  - b) Outdoor board
    - i) All outdoor board horses will have access to shelters and remain outside 24/7 unless under stall rest
    - ii) Horses under stall rest may have access to a stall provided the owner cleans stall and supplies bedding
      - a) Supplied bedding can be purchased from STABLE or brought in by OWNER
      - b) Should OWNER not provide shaving or clean stall they will be charged an additional \$10.00 per day over and above their regular boarding fees.
  - c) Horses will be turned out in herds of no larger than 6 horses
  - d) STABLE shall endeavor to place horses in herds where they will not have issues of being picked on or picking on other horses
- 6) Other Services
  - a) Vet Services
    - i) We use Heartland Veterinary services out of Listowel
      - a) Farm health check and vaccines are done in May
        - (a) STABLE to give 14 days notice prior to farm visit to OWNER
      - b) You will be asked to set up an account with Heartland
      - c) Should you not have an account setup by the date STABLE will provide Heartland with your contact information
    - ii) You are free to use your own vet
      - a) Veterinary contact information must be provided to STABLE
      - b) Proof of vaccination must be submitted to STABLE by June 30<sup>th</sup>
  - b) Shoeing and Trimming
    - i) If you are using the farrier scheduled by the STABLE the following applies
      - a) STABLE has farrier scheduled every 6 weeks
      - b) If you are unavailable to hold your horse(s) on the date the farrier is out, you have 2 options
        - (a) Schedule a different time with farrier
        - (b) Pay a \$5.00 holding fee
      - c) Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fifteen days that the bill is submitted to OWNER.
      - d) STABLE may ask for payment prior to services in which case a receipt will be provided from the farrier.
    - ii) If you are using your own farrier the following applies
      - a) Please try to have a regular schedule for the health and wellbeing of your horse(s)
      - b) Inform Stable of date and time farrier is scheduled
      - c) If STABLE determines that your horse is overdue for services, you will be contacted.
        - (a) If you fail to see to the care of your horse(s) STABLE will contact their farrier and you will be responsible for the fees listed above.
  - c) Worming
    - i) STABLE will provide the necessary worming of the horse 3 times per year.
      - a) April - Exodus
      - b) August - EQValanGold
      - c) December – Quest/QuestPlus
    - ii) Provided however, such expense for same shall be the obligation of OWNER hereunder.
    - iii) Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fifteen days that the bill is submitted to OWNER.

# Albannach Acres Boarding Agreement

---

d) Grooming

i) STABLE shall not provide grooming for said horse(s)

e) Exercise

i) The OWNER shall be solely responsible for the exercise of the horse(s)

ii) The OWNER can ask other boarders/volunteers to exercise their horse(s)

f) Services may be performed by STABLE or its employees, officers, agents and/or family members

7) Ownership

a) OWNER warrants that it owns said horse(s), that there are no liens against said horse(s), express or implied by law.

8) Coggins Test

a) will provide prior to time of delivery of said horse(s), to STABLE, proof satisfactory of a negative Coggins test current within the twelve month period immediately preceding delivery of the horse to STABLE.

9) Special Instructions to STABLE

---

---

---

---

---

---

---

---

---

---

10) Risk of Loss

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

11) Hold Harmless

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

12) Liability Insurance

a) OWNER warrants that he presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim(s) arising out of or relating to this AGREEMENT.

b) Proof of insurance shall be provided to STABLE

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

Policy Provider: \_\_\_\_\_

# Albannach Acres Boarding Agreement

---

## 13) Emergency Care

- a) STABLE agrees to attempt to contact OWNER, at the following emergency telephone number(s)

Phone Number	Name	Email

- b) In the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE
- c) Maximum OWNER sets for medical treatment
- The OWNER sets the maximum dollar value for treatment at \$\_\_\_\_\_.00
  - Should the estimated value of treatment exceed this amount the STABLE shall endeavour to see to the health and wellbeing of the horse(s) within the limits set by the OWNER
  - Should the horse(s) be deemed to be suffering under advisement from Veterinarian drastic measures may be required. STABLE will again attempt to reach the OWNER before any action is taken. Should STABLE not be able to reach OWNER the STABLE will make the final decision on behalf of the OWNER.
- d) The cost of such care secured shall be due and payable by OWNER
- e) STABLE is authorized to arrange direct billing by said care provider to the OWNER.

## 14) Stable Rules

- a) Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he and his guests and invitees will be bound and abide by these Rules and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:
- STABLE Safety Rules.
  - STABLE Hours of Operation.
  - Notice of Required Release and Waiver for minors.
  - Statement of Applicable equine liability laws.
  - Required Veterinary care.
    - STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

## 15) 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 item 10 Stable Rules.
- In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default.
- Any payment due STABLE under this AGREEMENT shall be due and payable by the first day of the month and immediately in the event of termination. Failure to make any payment by said due date shall give the STABLE the right to invoke the innkeepers act.
- Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

## 16) Assignment

- a) This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

# Albannach Acres Boarding Agreement

---

## 17) Notice of Termination

- a) OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.
- b) The Stable shall endeavour to give the owners 30 days' notice but in serious cases where the Owner has repeatedly shown a disregard for the articles outlined in this document and the attached Rules document, they may be asked to find an alternate facility immediately.

## 18) Right of Lien

- a) OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the Law, for any amount due for the board and keep of horse(s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse(s) after two (2) months of non-payment or partial payment and STABLE can then sell horse(s) to recover its loss. Please see attached copy of the innkeeper's act.

## 19) Mediation/Arbitration by Equine Dispute Resolution Service

- a) In the event of any dispute or disagreement relating in any manner whatsoever to this AGREEMENT the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS) and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successfully resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of Equine Dispute Resolution Service (EDRS), within 30 days of any declaration of impasse by EDRS.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE PROVINCE OF ONTARIO,

Executed in Alma Ontario on the date first set forth above.

"STABLE"

Ivan LeBlanc \_\_\_\_\_

Address: 7754 12<sup>th</sup> Line Alma Ontario N0B 1A0\_\_

Telephone: (519)638-0018

Email: [ivan@albannachacres.ca](mailto:ivan@albannachacres.ca)

Signature: \_\_\_\_\_

"Owner"

Print name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

Cell Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_