

BOARDING AGREEMENT

DATED: \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

REFLECTION ARABIAN FARMS LTD (“STABLE”)

\_\_\_\_\_ (“OWNER”)

THE PARTIES hereby acknowledge receipt of good and valuable, herein described.

1. FEES, TERMS, LOCATION

(a) In consideration of \$\_\_\_\_\_ plus GST) per Horse(s), as described herein, per month paid by Owner in advance on the first day of each month, Stable agrees to board the herein described Horse(s) on a month to month basis commencing \_\_\_\_\_, 200\_\_. Partial months board shall be paid on a pro-rated basis based on the number of days boarded in a standard 30 day month, subject to notice of termination . Payment is due the first day of each month. A \$25.00 (plus GST) surcharge will be added for each 10 day period payment is late. Any NSF fees will result in a \$35.00 charge plus the applicable surcharge for late payment.

(b) In consideration of \$\_\_\_\_\_ (plus GST) per day paid by Owner at end of each calendar month, within 10 days of receipt of invoice, Stable agrees to board the herein described Horse(s) on a daily basis commencing \_\_\_\_\_, 200\_\_, subject to notice of termination

2. DESCRIPTION OF HORSE(S) (additional Horse(s) attached).

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

Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Colour: \_\_\_\_\_ Breed: \_\_\_\_\_

Registration # (if applicable) \_\_\_\_\_

Insurance Carrier, Policy and Phone Number:

\_\_\_\_\_

The Owner warrants that no Horse(s) sent for boarding under this agreement shall be either dangerous or diseased, and shall be liable for any damage to or infection of the Stable’s property, animals or any property or animals under the care and control of the Stable caused by such dangerous or diseased Horse(s). The Owner further undertakes that it will indemnify and save harmless the Stable against all costs whatsoever arising from any claim caused in whole or in part by such dangerous or diseased Horse(s).

3. OWNERSHIP

The Owner represents and warrants that it is the owner of the aforementioned Horse(s) and has all right, title and interest to the aforementioned Horse(s) and that there are no liens against said Horse(s), express or implied by law.

#### 4. ADDITIONAL FEED AND FACILITIES

Stable agrees to provide the following, in addition to normal and reasonable care and handling, to maintain the health and well being of the Horse(s) All additional feed and medication, not listed herein, required for the care of the Horse(s) shall be supplied by the Owner at its own cost. The Owner warrants it has all right and title to all additional feed and medication delivered to the Stable and same may be inspected and removed, where the Stable in its sole and absolute discretion, determines that same is unsafe in an way whatsoever and without notice to or interference from the Owner.

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#### 5. VETERINARIAN AND FARRIER CARE

Owner shall be responsible for all veterinarian and farrier costs incurred by Horse(s). Owner is required to be present for all appointments if Owner uses veterinarian and farrier other than those used regularly by Stable.

#### 6. RISK OF LOSS

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(s). The Owner shall carry insurance to compensate the Owner for all such losses. This includes, but is not limited to, any personal injury or disability the Horse(s) may receive while of Stable's premises. Owner fully understands and hereby acknowledges that Stable does not carry any insurance on any Horse(s) not owned by Stable, and that all risks relating to boarding or Horse(s), or for any reason whatsoever, for which the Horse(s) is/are in the possession of Stable, *are to be borne by Owner.*

#### 7. HOLD HARMLESS

Owner agrees to hold Stable harmless from all costs whatsoever arising from any claim resulting from damage or injury caused by said Horse(s), 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.

The Stable shall not be liable to the Owner for any loss or injury which may result from the escape of the Horse(s), and the Owner shall indemnify the Stable against any liability arising from the escape of the Horse(s).

Notwithstanding any other provision in this contract or any applicable statutory provisions, the Stable shall NOT be liable to the Owner for special or consequential damages or damages for loss of use arising directly or indirectly from any breach of this contract, fundamental or otherwise, or from any tortious acts or omissions of their respective employees or agents and in no event shall the liability of the Stable exceed the value of this contract.

## 8. LIABILITY INSURANCE

Owner warrants that he/she presently carries and shall maintain 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, in an amount not less than the following, indemnifying the Stable from any and all claim(s) arising out of or relating to the Agreement:

\$ \_\_\_\_\_

## 9. EMERGENCY CARE

Stable agrees to attempt to contact Owner, at the following emergency number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, OR to contact the following person(s), whom the Owner hereby authorizes to give instructions to Stable regarding emergency care:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as to should Stable, in its sole and absolute discretion, determine that medical treatment is needed for said Horse(s), provided however, that 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 and requested to secure emergency veterinary care and or farrier care, and by required for the health and well-being of the Horse(s). The cost of such care secured shall be due and payable by Owner upon demand by Stable.

## 10. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current "Stable Rules". Owner agrees he/she and his/her guests and/or invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these rules. 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 and absolute discretion, of Owner or Owner's guests and/or invitees to abide by Stable Rules may result in Stable declaring Owner in default hereunder and result in termination of this Agreement.

## 11. 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 9 Stable Rules.

## 12. ASSIGNMENT

This Agreement may not be assigned by Owner with the express written consent of Stable, in the sole and absolute discretion of the Stable.

## 13. NOTICE OF TERMINATION

Owner agrees that Stable shall give thirty (30) days written notice in order to terminate this Agreement or to be responsible for all fees and charges in lieu of such notice.

14. RIGHT OF LIEN

Owner agrees that Stable has and may assert and exercise a right of lien, as provided by the laws of the Province of Ontario, for any amount due for the board and keep and care or labour bestowed thereon of Horse(s), and also for any storage or other charges due hereunder, and further agrees Stable shall, where the same remains unpaid for two (2) weeks, sell the Horse(s) and apply the proceeds of the sale in payment of the amount due and the costs of advertisement and sale.

15. ENTIRETY

This agreement and all attached schedules constitute the entire agreement between the parties to this agreement pertaining to the subject-matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject-matter of this agreement except as specifically set forth herein. The Owner hereby acknowledges that this Agreement is specifically intended to extinguish any claims in Tort or at common law arising out of any and prior and contemporaneous representations, warranties, agreements understandings, negotiations and discussions between the parties.

This AGREEMENT IS SUBJECT TO THE LAWS OF THE PROVINCE OF ONTARIO.

Executed at \_\_\_\_\_ on the date first set forth.

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

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

City: \_\_\_\_\_

Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

Interest on all unpaid accounts at 2% per month (24% per annum), commencing 30 days past due date.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
STABLE