

Fieldstone Farm
Cutters and Performance Quarter Horses
Horse Boarding Release and Hold Harmless Agreement

Dated: _____
BETWEEN:

Fieldstone Farm

(“OPERATOR”)

AND

(“OWNER”)

THE OPERATOR owns and operates a boarding stable for horses located at 524494 Curry Rd, Beachville ON N0J 1A0 (the “boarding stable”).

THE OWNER owns or leases a horse named _____ of the following description:

(sex) _____

(breed) _____

(age) _____

(height) _____

(registered number) _____ (If Applicable)

(colour) _____

(markings) _____

(Vices, Unique Habits) _____ (If Applicable_

Other Pertinent Information _____

(the “Horse”).

THE OWNER wishes to board the horse at the boarding stable of the OPERATOR

THE PARTIES agree as follows:

1. FEES AND TERM

In consideration of the payment by the OWNER to the OPERATOR of the sum of \$350.00 per month (plus GST) payable in advance on the first day of each month, the OPERATOR agrees to board the horse at the boarding stable commencing on _____(date) on a month to month basis.

The Owner agrees to provide a cheque equivalent to first months’ rent on deposit. The Owner agrees to provide post-dated cheques if requested by the Operator.

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Payments for monthly board received later than the fourth day of the month will be subject to a late fee of \$20.00 for each day Late. At the end of 2 weeks (14 days) if the Facility Fieldstone Farms bill and penalty remains unpaid, the OPERATOR will have a lien against the Horse(s) for the value of all unpaid charges resulting from boarding and rendering any other services to the Horse(s). The OPERATOR has the right to enforce said lien and sell the horse(s) by public auction as per the Innkeepers Act, R.S.O. 1990 ch. 1-7.

The OPERATOR reserves the right to change the fee schedule at its discretion. In such a case, the OPERATOR shall provide the OWNER with no less than 30 days prior written notice of the change.

2. SERVICES PROVIDED

“Board” or “Boarding” shall be defined as the provision for compensation of daily routine husbandry, food and physical space for animals by a party who does not generally have financial interest in the horse(s).

In addition to the normal and reasonable care required to maintain the health and well being of the horse, the OPERATOR agrees to provide the following services at the OWNER’ S expense:

- a) stall: _____ or outdoor board _____
(box, standing)
- b) turn out: _____ (individual, group, daily, boots, blanket, etc.)
- c) feed: _____
(# scoops (crimped oats), servings per day)
- d) hay: _____
(# flakes as required, servings per day)
- e) bedding: _____
(shavings, straw)
- f) special services (horse) may be at additional cost _____ (blankets, bandages, grooming, etc.)
- g) special services (other) may be at additional cost: _____

3. EXERCISE

The OPERATOR will not provide exercise for the horse. The OWNER shall be solely responsible for the exercise of the horse(s) and it is expressly understood by the OWNER that the horse(s) will be turned out whenever possible.

4. OWNER’S HORSE HEALTH WARRANTY

The OWNER represents and warrants that the horse to be boarded shall enter the premises free from communicable diseases, and must be effectively wormed, and current on immunizations. The following up- to-date documents and information must be presented to the OPERATOR prior to the entry of horse(s) onto the OPERATOR’S premises: a negative coggins test and a vet health certificate:

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Date of last worming: _____

Product Used: _____

Dates and inoculations received this year:

Date teeth were last checked and/or floated: _____

5. RISK OF LOSS AND INJURY

The OPERATOR shall not be liable for any damage which may accrue from any cause arising from or in any way related to the boarding of the horse including, but not limited to, loss by fire, theft, running away, death, injury to person, horse or property.

In the event someone other than the owner and for his family members call for the boarded horse(s) at this stable, such parties shall have written permission or other agreed upon pre-arranged permission to remove, handle, or ride specific boarded horse(s).

The OWNER shall indemnify and hold harmless the OPERATOR from any claims, actions, expenses, legal costs or damages arising against the OPERATOR by reason of any of the above-noted circumstances.

The OWNER agrees to execute and have any and all riders authorized to ride the Horse execute the OPERATOR'S form of Waiver which is attached hereto as Schedule "A".

6. LIABILITY INSURANCE

The OWNER agrees to carry liability insurance protecting OWNER and OPERATOR.

The OWNER shall provide the OPERATOR with certificates of said insurance.

The OWNER acknowledges and agrees that while on the OPERATOR's premises direct loss, damage, theft, or injury to owner's horse(s), tack, equipment and trailer is not covered by the OPERATOR's insurance. The OWNER, having financial interest in such items, must carry his own personal insurance under a homeowner's, tenants or other insurance policy, or under a separate policy as in the case of the loss of a horse.

7. EMERGENCY CARE

The OPERATOR agrees to attempt to contact the OWNER should the OPERATOR feel that medical treatment is needed for the horse but if the OPERATOR is unable to contact the OWNER, the OPERATOR is then authorized to secure emergency veterinary and blacksmith services required for the health and well-being of the horse. All cost of such care secured shall be paid by the OWNER within fifteen days from the day the OWNER receives notice thereof and the OPERATOR is authorized as OWNERS agent to arrange direct billing to the OWNER.

8. RULES AND REGULATIONS

The OWNER agrees to abide by all the rules and regulations of the OPERATOR, a list of which are attached hereto and also posted on the stable bulletin board.

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9. THE OPERATOR’S RIGHT TO REFUSE BOARD

The operator reserves the right to refuse the continuation of board of any horse(s) for any reason, to include but not limited to: animal’s poor health or unsoundness; dangerous propensities, habits and/or vices which the operator is not equipped to handle; owner’s refusal to obey operators rules or to cooperate with the operator on reasonable request relative to the management, welfare and safety of animals and people on premises; and, also in event of the discontinuation of the business of boarding horses. In such event the operator shall give owner 14 days written notice to remove boarded horse(s) from premises. After all fees have been paid in full this agreement is concluded.

10. DEFAULT

Payments for monthly board received later than the fourth day of the month will be subject to a late fee of \$20.00 per day. At the end of 2 weeks (14 days), if the monthly board plus late fees remains unpaid, the OWNER understands that the OPERATOR has a lien on the horse and a right to sell the horse to secure payment for services provided by the OPERATOR pursuant to the Innkeepers Act of Ontario.

Either party may terminate this agreement by providing the other party with at least one month’s written notice of termination. In the case of any default by the OWNER, the OPERATOR shall have the right to recover all expenses including legal fees and court costs incurred as a result of said default.

11. MISCELLANEOUS

This agreement is subject to the laws of Ontario. Both parties have had the opportunity to review this agreement with a lawyer of their choosing (if so wishes) prior to its execution.

Dated this _____ day of _____, 20____

OWNER
(Sign)_____

(address)

(phone)

OPERATOR
(Sign)_____

Terry and/or Carmene St. Pierre
Fieldstone Farm
524494 Curry Rd RR1
Beachville ON N0J 1A0

(address)

519-913-1233

(phone)

Witness of signatures: _____

(print name here)