



BOARDING CONTRACT

In consideration of the mutual covenants, obligations, and agreements taken on by the parties, the sufficiency of which is hereby expressly acknowledged, this Horse Boarding Agreement is

made and entered into on this ____ day of _____, 20____, by and between

Raven Equestrian (hereinafter referred to as “the Farm” as represented by its Farm Manager), and:

OWNER		YEAR OF BIRTH (minors only)
FOR MINORS – PARENT/GUARDIAN		
MAILING ADDRESS		
EMAIL ADDRESS		
HOME PHONE	WORK PHONE	CELL PHONE

OWNER’S MEDICAL CONDITIONS/ALLERGIES (IF ANY):

Hereinafter referred to as “the Owner” of the Horse described in Item 2 – Description of the Horse.

In Case of Emergency Contact:

CONTACT NAME	RELATIONSHIP	PHONE #1
PHONE #2		

- ***INDEMNITY***
- **– Proof of Liability Insurance**

It is mandatory that all horse owners and riders have a current Ontario Equestrian Membership.

If the owner has insurance on their horse/s, please provide details.

NAME OF INSURANCE PROVIDER	POLICY NUMBER	TELEPHONE NUMBER		
<p><u>- Equine Mortality & Medical/Surgical Coverage</u> If the Horse is insured for mortality and/or major medical/surgical, provide the following information below in case of an emergency. Please notify the</p>				
NAME OF INSURANCE PROVIDER	POLICY NUMBER	TELEPHONE NUMBER		
<p>. <i>DESCRIPTION OF THE HORSE</i></p>				
NAME		AGE	SEX	
BREED	COLOUR	MARKINGS/BRANDS		
SHOW NAME		REGISTRATION NUMBER		
VET NAME	PHONE	EMERGENCY PHONE		
FARRIER NAME	PHONE	EMERGENCY PHONE		

SPECIAL NOTES/INSTRUCTIONS

Pre-existing/pre-disposed conditions (such as founder/laminitis, Cushing's Syndrome, Syndrome X or other metabolic conditions, gastric or colonic ulcers, heaves (COPD), Hyperkalemic Periodic Paralysis (HYPP), tying up, colic, allergies/intolerances, etc.) State or circle all that apply.

Hereinafter referred to as "the Horse".

• BOARDING TERMS

3.1 – Boarding Fees

INDOOR - at a rate of \$640.00 per month, on a monthly basis, commencing _____, 20

OUTDOOR - at a rate of \$340.00 per month, on a monthly basis, commencing _____, 20

HYBRID - at a rate of 440.00 per month, on a monthly basis commencing _____, 20

Board payment is to be paid in advance of the start of the Boarding Agreement and by the FIRST DAY of the calendar month for each subsequent month. Payment is to be made to Raven Equestrian in the form of cash, cheque or an electronic transfer to ravenequestrianstables@gmail.com

Prorating of fees; upon arrival of The Horse, Owner agrees that the first payment due will be prorated to the first of the next calendar month of a signed boarding agreement and first month's payment is due at the time of the Horse's arrival.

Overdue accounts: A late fee of \$5 per day will be charged for payments received after the 1st day of each month. NSF or other returned cheques will result in a \$50.00 charge per occurrence in addition to late payment charges.

From time to time, the board rate may change. The farm manager will provide written notice of board rate changes to the Owner and will post notices on the Farm premises **at least sixty (60) days prior** to the board rate change coming into effect.

All charges for Additional Services or veterinary/farrier care secured by the Farm on behalf of the Owner are due and payable within 15 days of the invoice date. Late payment and NSF or returned cheque charges, as above, will apply.

3.2 – Description of Board

3.2.1 – Indoor Board

Indoor board consists of a box stall in the barn and daily turnout to a pasture, determined by the Farm Manager as appropriate for the Horse's temperament and needs. Should the needs of the Horse change, the Horse may be moved to a paddock that is more suitable.

The stall will be mucked once daily, and the bedding replaced as needed. The stall has rubber matting and will be bedded with ample bedding for the health and comfort of the Horse. Should the Owner request more bedding, **there will be an associated monthly fee** to reflect the increased material and labor costs.

3.2.2 – Outdoor Board

Outdoor board consists of turnout in a large pasture, determined by the Farm Manager as appropriate for the Horse's temperament and needs. The Horse will be turned out with other horses of compatible temperaments and needs. Should the needs of the Horse change, the Horse may be moved to a pasture that is more suitable.

3.2.3-Hybrid Board

Hybrid board consists of the same as outdoor except for a held stall for use only when there is a severe weather advisor that severs dangerous weather is about to happen. It is **only** at the barn managers discretion.

3.3 – Proof of Ownership

The Owner warrants and covenants that he/she owns the Horse, free of all and any liens or encumbrances. If the horse is registered, the Owner agrees to provide a copy of the current registration papers to the Farm Manager. If the Horse is leased, the Owner agrees to provide a copy of the lease.

4. CARE & FEED

4.1 – Care

The Farm agrees to provide normal and reasonable care to maintain the health and well-being of the Horse.

4.2 – Feed Quality

The Owner is responsible for checking the feed (hay and/or grain) being used and satisfying himself/herself that the feed is acceptable for his/her horse prior to signing the Boarding Agreement. The Owner acknowledges that the feed provided may change because of changes in suppliers or quality reflecting seasonal growing conditions. However, the Farm will always, on a best effort's basis, provide high quality feed.

4.3 – Hay & Water

Hay is provided to the Horse at the standard rate appropriate for the Horse's body weight and needs. Hay is tested regularly. Horses will be fed hay twice daily in the pasture and three times daily in the stalls. The Horse will always have access to fresh water provided by the Farm through automatic waterers in the pastures and stalls.

4.4 – Supplemental Feeding

Boarded horses may be fed, by the Farm, concentrates (grains, pellets, cubes) and/or supplements/medications, up to two times per day provided by the owner, at the Owner's sole expense.

5. FACILITIES

5.1 – Facility Hours

Year-Round Hours: 8:00 AM till 10:00PM (Mon-Sat) & 8:00 AM till 8:00 PM (Sun & holidays)

The Farm may close for special circumstances and/or major holidays. Notice will be posted in the barn prior to any closure. If the Owner needs to be at the Farm outside regular hours (such as preparing for a show or clinic or if the horse is injured or sick), the Farm Manager must be notified in advance to make special arrangements.

5.2 – Facilities Usage

The Owner has full use of the facilities including the following:

- Use of the barn aisles/grooming stalls for grooming/tacking up the Horse.
- Use of the indoor and outdoor arenas, including the viewing room.
- Use of Boarders' Tack Room for storage of gear.
- Use of wash stalls.
- Use of washroom.

The Owner always agrees to fully participate and cooperate in keeping the facilities neat and tidy to a high standard. The Owner will be responsible for cleaning the area used by the owner before going home for the day. Ample tools, wheelbarrows, garbage cans, and recycle bins are provided for this purpose.

6. PERSONAL BELONGINGS

6.1 – Storage of Belongings

The Owner will be entitled to use a reasonable and fair allotment of the tack room for storage. Tack and/or equipment must not be left out in the aisle ways after the Owner has left for the day; the exception to this is halters and sheets on stall doors.

6.2 – Respect for Personal Belongings

Boarders do not have the right to use the Farm's equipment or other boarders' tack and equipment or feed without permission of the owner. Non-compliance with the provisions of this clause will not be tolerated and will result in withdrawal of services and termination of this Agreement.

6.3 – Risk of Loss

All the Owner's property (horse trailers included) kept on the Farm's premise are at the sole risk of the Owner. The Owner is responsible for insuring their tack and equipment for loss or damage while on the Farm's premises.

7. HORSE HEALTH

7.1 – Veterinary Records & Vaccines

Upon arrival of the Horse to the Farm, the Owner agrees to present current veterinary records for the Horse proving that the Horse is up to date with all vaccines required for residency at the Farm.

	<u>Mandatory Vaccines:</u>		<u>Optional Vaccines:</u>
●	Tetanus	●	West Nile Virus (WNV)
●	Eastern/Western Equine Encephalitis (EEE/WEE)	●	Botulism
●	Equine Influenza	●	Uveitis (Moon-Blindness)
●	Equine Herpes Virus (EHV)	●	Equine Viral Arteritis (EVA)
●	Rabies		
●	Potomac Horse Fever		
●	Strangles		

7.2 – Health on Arrival & Coggins Test

The Owner warrants that the Horse is free from infectious, contagious, or transmissible disease and assumes full responsibility for all damage resulting from this warranty being incorrect. The Horse may be held in a separate pasture/stall for the period upon arrival at the Farm for acclimatization and observation. The Farm reserves the right to refuse to accept the Horse for further boarder within this period if it presents symptoms of illness or disease. The Owner agrees that prior of the arrival of the Horse for boarding, the owner will provide a current negative coggings test report that is no more than 90 days old.

7.3 – Veterinary & Farrier Services

The Owner agrees to arrange for all veterinary and farrier services required for the health and well-being of the Horse. All veterinary and farrier services are at the expense and the responsibility of the Owner. If at any point the Farm feels that the horse is not receiving proper care for its health and well-being, every effort will first be made to encourage the Owner to perform such tasks. However, if this is unsuccessful, the Farm will arrange for the proper veterinary/farrier service for the Horse. In any event, the expenses for such tasks will be invoiced to the Owner separately and the Owner will remain responsible for such expenses. The Farm uses the services of James Crawford. The Owner may use whichever veterinarian and farrier he/she chooses or may use the regular veterinarian and farrier that the Farm engages.

Please note that boarding services **DO NOT INCLUDE** the service of holding the Horse for the farrier, veterinarian, or other equine professionals. If the Owner wishes to have an equine professional (i.e., vet, farrier, chiropractor, massage therapist, etc.) attend to the Horse without being present themselves, **the Farm may charge the Owner a handling fee for the event.** Such fees will be invoiced to the Owner. The Owner may arrange for another individual__ to act on his/her behalf in this circumstance, however the Owner will advise the Farm Manager of the identity of said individual in advance of the event. Assistance from Willow Way Farm may be available at the Farm Manager's discretion, but additional fees will apply.

The Owner must ensure that payment for veterinary, farrier or other services is arranged directly with the equine professional.

7.4 – Emergency Care of the Horse

In the event of an emergency, the Farm will make every attempt to contact the Owner first before a veterinarian/farrier is called. If the Owner cannot be reached and the situation is critical, the Farm will contact the Owner's veterinarian/farrier for emergency treatment. If the Owner's veterinarian/farrier cannot be reached in an emergency, the Farm will secure the emergency veterinary/farrier treatment required for the health and well-being of the Horse. All costs for such care will be invoiced to the Owner as a separate expense.

7.5 – Vaccination & Worming Programs

While the Horse is boarded at the Farm, the Owner must enroll the Horse in regular vaccination and hoof-care programs. Proof of vaccination will have to be shown to the Farm Manager.

7.6 - Humane Treatment

The Farm is dedicated to the humane and compassionate care of all animals and such treatment is a priority. Any instance of harsh or abusive treatment of any animal under the care of the farm will not be tolerated and will result in the loss of all privileges and the termination of this agreement.

8. VISITORS

Should the Owner bring any guests to the Farm, he/she agrees to ensure that all visitors are informed of and follow all the Farm Rules and Regulations, sign a Riding Waiver (prior to riding or interacting with horses), and wear proper footwear (boots with a heel) and an approved horse-riding helmet while mounted. The Owner is responsible for the safety and actions of his/her guests while at the Farm. The owner agrees to never leave

his/her guests unsupervised while at the farm. If the Owner makes arrangements for an outside party to ride and/or visit the Horse during the Owner's absence, prior notice must be given to the Farm Manager.

9. RIGHT OF LIEN

The Owner or agent(s) of the Horse shall be, jointly and severally, liable for all sums and debts due and payable to the Farm. The Farm hereby gives notice to the Owner that the Farm has a right of lien as set forth in the Innkeepers Act of Ontario and any other applicable legislation in Ontario for the amount payable, and the right to keep the Horse as security for the board and associated charges and shall have the right to retain the Horse until the full amount of such indebtedness is discharged. The Farm shall be authorized to proceed by lien and lien foreclosure, sale, legal action or otherwise in order to collect any outstanding charges, or any combination of the foregoing in order to collect the full amount of indebtedness. In the event of and upon the sale of the Horse in accordance with this provision, the Owner and/or agent of the Horse shall be responsible and liable for any balance in unpaid charges.

10. ADDITIONAL COVENANTS

The Owner and the Farm agree as follows:

- The Owner agrees to abide by and conform to all Farm Rules and Regulations as determined and posted from time to time by the Farm and included herein and in attached Appendices and Amendments.
- The Owner agrees to execute the Farm's "Assumption of Risks, Release of Liability, Waiver of Claims, and Indemnity Agreement" PRIOR TO ENGAGING IN ANY EQUESTRIAN ACTIVITIES.
- The Owner/associated guests if under the age of 18 agree to wear correct fitting and proper headgear and footwear and acknowledges that the Farm always requires a CSA approved horse-riding helmet to be worn while mounted. The Farm recommends that all riders above the age of 18 wear an approved helmet, but it is not a requirement. Riding without a helmet is solely at the rider's risk.
- The parent/guardian of the Owner, if the Owner is a minor, agrees to supervise the Owner while at the Farm. They also agree to sign all required documentation and agreements on behalf of the owner (if a minor) and to follow the Farm's Rules and Regulations.
- The Owner agrees to take full responsibility for any damage he/she and/or the Horse, and/or any of his/her guests causes to any Farm equipment, buildings, fencing, property, etc., except where reasonable use and/or normal wear and tear are the principal reasons for the damage.
- The Owner agrees to hold the Farm, its agents and/or employees completely harmless and not liable for any death or injury whatsoever, however caused to the Owner, the Horse, and/or any loss or damage to any personal property. g) The Owner agrees to hold the Farm harmless from any liability for any sickness, disease, astray, theft, death, or injury which may be suffered by the Horse, or any other cause of action whatsoever arising out of or connected in any way with the boarding of the Horse. This includes, but is not limited to, any injury or disability, the Horse may sustain while on the Farm's premise.
- The Owner agrees, and fully understands, that the Farm does not carry any insurance on any horse not owned by the Farm, for boarding or any other purposes and that the Horse is not covered under any public liability, accidental injury, theft, or equine mortality insurance and that all risks connected with the boarding, or for any other reason for which the Horse is in the possession of and on the premises of the Farm, are to be borne by the Owner.
- Should the Owner desire the Farm to release the Horse to any third party, the Owner agrees to provide the Farm his/her written consent to such a release prior to the Farm giving possession of the Horse to a third party.
- The Owner agrees to make the Farm aware in advance if the Owner is temporarily removing the horse from the premises for any reason (lesson, clinic, show, equine professional appointment, etc.).

11. TERMINATION OF AGREEMENT

A written notice of a minimum of 30 days is required to terminate this Boarding Agreement.

The Horse may not leave the Farm until the account is paid in full. If the Owner chooses to remove the Horse from the Farm in advance of month end, no refund will be given from the Farm for remaining days in the month.

Raven Equestrian reserves, in its sole discretion, the right to terminate this Boarding Agreement at any time if the

Owner is in violation of any part of this Boarding Agreement or fails to comply with its obligations. If the Horse, in the Farm’s opinion, is deemed dangerous or undesirable for this boarding facility, the Farm reserves the right to terminate this agreement by giving notice to the owner. Such a decision will be made at the discretion of the Farm Manager. In such a case, the Owner is responsible for removing the Horse and for payment of all fees incurred during the Horse’s stay at the Farm.

12. General Conditions

This **Boarding Agreement** together with the **Assumption of Risks, Release of Liability, Waiver of Claims, Indemnity Agreement (Schedule A hereto), Barn Rules** and the **Innkeepers Act** of Ontario, both of which are posted in the barn, and which are appended hereto as Schedule B and as Schedule C’ represents the entire agreement between the parties and there are no further agreements or promises, verbal or implied, unless specifically stated herein. Any amendments to this Agreement must be in writing and duly signed by both parties to become effective.

When the Farm and the Owner, and/or the Owner’s parent/legal guardian (if the Owner is a minor), sign this Agreement, it will be binding on both parties subject to the above terms and conditions.

Signing this agreement acknowledges that you have read the entire agreement in full, understand it, and agree to its terms and conditions and you acknowledge receipt of a copy for your records.

OWNER (or Parent/Guardian of Owner)

DATE

Per:

RAVEN EQUESTRIAN

DATE

Schedule A
RAVEN EQUESTRIAN

Assumption of Risks, Release of Liability, Waiver of Claims, and Indemnity Agreement

By signing this document, you will waive certain legal rights including the right to sue “Please Read Carefully.”

To RAVEN EQUESTRIAN Inc., their respective owners, directors, officers, shareholders, agents, employees, contractors, suppliers (all collectively referred to in this agreement as the "Provider").
And to: ALL PROPERTY OWNERS (Private, Federal, Provincial, Regional, and Municipal).

On my behalf, and on behalf of any minor children participating in these activities, for whom I am legally responsible, I agree to the following:

Assumption of Risks

I am aware and understand that activities involving horses involve many risks, dangers, and hazards including, but not limited to the following:

- Horses, which are powerful and potentially dangerous animals, may change their behavior at any time and may, without warning, jump, run wildly, buck, kick, bite, rear, or step on people or things.
- Horses may collide with other horses or objects, trip, stumble or fall, even if being led, ridden, driven or attended to.
- Negligence (which means, in general terms, a failure to exercise ordinary or proper care) of other riders or drivers, my or my child's own failure to ride safely, within my or my child's ability or within designated areas and trails.
- Equipment may fail.
- Weather conditions can change and can sometimes be dangerous.
- The nature of the terrain can change and has certain risks associated with it including but not limited to, exposed natural objects, trees, streams and creeks.
- The activities can sometimes be in remote areas and injuries, or illness may occur, and it may be a considerable distance to doctors, hospitals, or any other type of assistance; and
- Negligence on the part of A PROPERTY OWNER AND/OR THE PROVIDER OR THEIR STAFF.

I am also aware that the risks, dangers, and hazards referred to above exist throughout the trail, stable, practice, and other areas and many are unmarked. I understand and acknowledge that no amount of caution, experience, or instruction can eliminate all the risks involved and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage, and damage or loss resulting therefrom.

_____Initials_____

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of the Provider providing me or my child with their horse and other services and permitting my or my child's use of their equipment, and other facilities and the Property Owners providing me or my child with the use of the property (hereinafter collectively referred to as "the Services"), I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS that I or my child have or may in the future have against a Property Owner or the Provider, and their directors, officers, employees, agents, representatives, and volunteers (all of whom are hereinafter collectively referred to as "THE RELEASEES" and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I or my child may suffer, or that my or my child's next of kin may suffer as a result of my or my child's use of the services or due to any cause whatsoever, INCLUDING

NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWED UNDER THE "OCCUPIERS LIABILITY ACT" ON THE PART OF THE RELEASEES.

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from all liability for any damage to the property of, or personal injury to, any third party resulting from my or my child's use of the Services.
- This Agreement shall be effective and binding upon my or my child's heirs, next of kin, executors, administrators, assigns, and representatives in the event of my or my child's death or incapacity.
- This agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario; and
- Any litigation involving the parties to this Agreement shall be brought within the Province of Ontario.

In entering into this Agreement, I am not relying upon any oral written representations or statements made by THE RELEASEES other than what is set forth in this Agreement.

_____Initials__

Protective Head Gear and Riding Boots

Proper riding footwear (consisting of boots with at least a ¼" heel) as well as protective head gear (consisting of a CSA approved equestrian high impact safety helmet) are required by all Minors, regardless of age or riding experience, participating in any horse related activities.

_____Initials__

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, FROM THIS DAY FORWARD, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY CHILD, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND/OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Name of Rider (print)

Date of Birth

Signature of Rider (or parent/guardian if under 18)

Today's Date

Name of Witness (print)

Signature of Witness

This Agreement must be completed in full, signed, dated, and witnessed before any activity with horses may be undertaken.

Schedule B

Innkeepers Act R.S.O. 1990, Chapter I.7

No amendments as of December 15, 2017.

Definitions

1. In this Act,

“inn” includes a hotel, inn, tavern, public house or other place of refreshment, the keeper of which is by law responsible for the goods of his guests; (“auberge”)

“innkeeper” means the keeper of any such place. (“aubertite”) R.S.O. 1990, c. I.7, s. 1.

Lien on goods for accommodation, etc.

2. (1) An innkeeper has a lien on the goods of a guest for the value or price of any food or accommodation furnished to the guest or on the guest’s account. R.S.O. 1990, c. I.7, s. 2 (1).

Power to sell.

- In addition to all other remedies provided by law, an innkeeper has the right, in case the same remains unpaid for three months, to sell by public auction the goods of the guest, on giving one week’s notice of the intended sale by advertisement in a newspaper published in the municipality in which the inn is situate or in case there is no newspaper published in the municipality, in a newspaper published nearest to the inn. R.S.O. 1990, c. I.7, s. 2 (2).

In notice

- The advertisement shall state the name of the guest, the amount of indebtedness, the time and place of sale, and the name of the auctioneer, and shall give a description of the goods to be sold. R.S.O. 1990, c. I.7, s. 2 (3).

Proceeds of sale, application

- The innkeeper may apply the proceeds of the sale in payment of the amount due and the costs of the advertising and sale, and shall pay over the surplus, if any, to the person entitled thereto on application being made therefor. R.S.O. 1990, c. I.7, s. 2 (4). Lien on horses and carriages

3. (1) The keeper of a livery stable or a boarding stable has a lien on every horse or other animal boarded at or carriage left in the livery stable or boarding stable for reasonable charges for boarding and caring for the horse, animal or carriage. R.S.O. 1990, c. I.7, s. 3 (1).

Lien on horses, etc., and power to sell.

- An innkeeper, livery-stable keeper or boarding-stable keeper who has a lien upon a horse, other animal or carriage for the value or price of any food or accommodation supplied, or for care or labor bestowed thereon, has, in addition to all other remedies provided by law, the right, in case the same remains unpaid for two weeks, to sell by public auction the horse, animal or carriage on giving two weeks’ notice of the intended sale by advertisement in a newspaper published in the municipality in which the inn, livery stable or boarding stable is situate or, in case there is no newspaper published in the municipality, in a newspaper published nearest to the inn, livery stable or boarding stable. R.S.O. 1990, c. I.7, s. 3 (2). Advertisement of intended sale

- The advertisement shall state the name, if known, of the person or persons who brought the horse, animal or carriage to the inn, livery stable or boarding stable, the amount of the indebtedness, and the name of the auctioneer, and shall give a description of the horse, animal or carriage. R.S.O. 1990, c. I.7, s. 3 (3).

Proceeds of sale, application

- The innkeeper, livery-stable keeper or boarding-stable keeper may apply the proceeds of the sale in payment of the amount due, and the costs of the advertisement and sale, and shall pay over the surplus, if any, to the person entitled thereto on application being made therefor. R.S.O. 1990, c. I.7, s. 3 (4).

Limitation of innkeeper’s liability

4. (1) No innkeeper is liable to make good to any guest any loss of or injury to goods brought to the inn, not being a horse or other live animal, or any gear appertaining thereto, or a carriage, to a greater amount than the sum of \$40 except, except where default or neglect

- where the goods have been stolen, lost or injured through the willful act, default, or neglect of the innkeeper or the innkeeper's employee; or unless deposited with him for safekeeping.
 - where the goods have been deposited expressly for safe custody with the innkeeper.
- R.S.O. 1990, c. I.7, s. 4 (1).

Conditions of liability

(2) In case of such deposit, it is lawful for the innkeeper, if the innkeeper thinks fit, to require, as a condition of liability, that the goods shall be deposited in a box or other receptacle, fastened and sealed by the person depositing the goods. R.S.O. 1990, c. I.7, s. 4 (2).

Consequences of failure to take charge of goods.

5. If an innkeeper refuses to receive for safe custody, as mentioned in clause 4 (1) (b), any goods of a guest or if the guest, through any default of the innkeeper, is unable to deposit such goods, the innkeeper is not entitled to the benefit of this Act in respect thereof. R.S.O. 1990, c. I.7, s. 5.

Copy of section 4 to be conspicuously exhibited.

6. Every innkeeper shall cause to be kept conspicuously posted up in the office and public rooms and in every bedroom in the inn a copy of section 4 printed in plain type, and the innkeeper is entitled to the benefit thereof in respect of such goods only as are brought to the inn while the copy is so posted up. R.S.O. 1990, c. I.7, s. 6.

Limitation upon lien of innkeeper, etc.

7. (1) Subject to subsection (5), where the claim under the lien of an innkeeper upon the goods of a guest exceeds the amount due in respect of one week's board or lodging, the guest may, on payment or tender of that amount, obtain possession of the goods at any time before sale thereof whatever may be the amount due by the guest, unless a provincial judge upon application to him or her otherwise orders. R.S.O. 1990, c. I.7, s. 7 (1).

Jurisdiction of provincial judge

- In case of a retention or seizure by an innkeeper, the guest or owner of the goods seized may apply to a provincial judge who may in a summary manner make such order as to the custody of the goods as seems fair under the circumstances, despite the lien created by this Act or otherwise. R.S.O. 1990, c. I.7, s. 7 (2).

Offence

- Every person who contravenes subsection (1) or an order made under this section is guilty of an offence and on conviction is liable to a fine of not more than \$500 or to imprisonment for not more than thirty days, or to both. R.S.O. 1990, c. I.7, s. 7 (3).

Discretion of provincial judge

- Despite any other provision of this Act, a provincial judge acting under subsections (1) to (3) shall exercise absolute discretion as to the disposal of any matter coming before him or her under the subsections. R.S.O. 1990, c. I.7, s. 7 (4).

Application for recovery where goods held by innkeeper.

- Where possession of the goods of a guest is claimed by an innkeeper under a lien, the guest or the owner of the goods is only entitled to obtain possession thereof under subsection (1) by an order of a provincial judge upon application made by the guest or owner for such order and after notice of the application has been given in writing to the innkeeper in accordance with the directions of the provincial judge. R.S.O. 1990, c. I.7, s. 7 (5).

Schedule C

RAVEN EQUESTRIAN BARN RULES

- ABSOLUTELY NO SMOKING IN BARN AREAS/ARENAS - if you must smoke, please.
use the designated area outside and the cigarette receptacle provided. BE SAFE! - Fire extinguishers are at all exits, be familiar with them.
- Please always treat the facility as you would your own property; if there is a concern, please discuss it immediately with the Barn Manager.
- Please clean up after yourself and your horse- this includes removing ALL. MANURE/DEBRIS left in aisles, cross tie areas, driveways/parking lots and all arenas including the round pen and outdoor ring. (Basically everywhere.)
- Please leave the facility as you found it or better! Close any gates/doors that were closed, turn off any lights that you turned on, sweep up after yourself; this includes after any vet/farrier/equine professional works on your horse.
- For liability reasons please do not attend to horses that are not your own without the owner's prior permission - in the event of an emergency call Barn Manager LESLIE SARDO (289) 441-6723 or veterinarian JAMES CRAWFORD (905) 957-3377.
- Respect the arena footing - pick up any manure and deposit in the provided receptacles, NO TURN OUT IN THE ARENA.
- ALL RIDERS are encouraged to wear helmets when riding and must sign a waiver of liability before participating in ANY equine activity. HORSES ARE LARGE ANIMALS
THAT CAN BE UNPREDICTABLE - YOU PARTICIPATE IN EQUINE ACTIVITIES ON THESE PREMISES AT YOUR OWN RISK

Raven Equestrian greatly appreciate your assistance in making Raven Equestrian a safe, clean, fun place for both humans and horses to enjoy! THANK YOU FOR YOUR CONSIDERATION!