



BOARDING AGREEMENT

This agreement dated _____

Between:

Atlantic Equestrian Inc.
53228 Highway 43
Parkland County AB
T0E 0H0
(the "Barn")

And:

Name: _____
("Owner") Print

In Consideration of the Terms of this Agreement, it is Hereby Agreed as Follows:

- **Fees and Term**

In consideration of the Owners payment to Stables the sum of _____ plus GST on the first day of each month (the "Fee"), Barn agrees to board the Horse (as defined in article 2 of this Agreement) on a month to month basis.

The Owner shall pay Fees for partial months calculated on a pro-rata basis, based on the number of days the Horse is actually boarded divided by the number of days in the relevant month.

Late payment of fees will be subject to a charge as follows: 1 day \$25, 3 days \$50, 7 days \$100.



- **Description of Horse**

Barn shall undertake the care and boarding of the following horse:

Name:	
Date of Birth:	
Colour:	
Registration / Tattoo:	
Sex:	
Breed:	
Insurance Carrier:	
Policy Number:	
Insurer Phone #:	

- **Feed and Facilities**

Barn shall maintain the Horse in a stall, paddock or pasture as specified by Owner:

Barn shall provide the Horse with fresh water and shall feed the following to the Horse in the amounts and times set forth below:

Barn shall provide the following, in addition to normal and reasonable care and handling, to maintain the health and well being of the Horse:



- **Vaccinations & De-Worming**

The Owner shall provide the Barn with proof of current vaccinations (5 way and strangles), and a coggins test administered to the Horse within the previous year prior to bringing the Horse to the Barn. The Horse must be re-vaccinated by the Owner every year within 2 weeks of the anniversary of the last inoculation and proof provided to the Barn. If the Horse is not vaccinated within one month of the anniversary date of the last inoculation, the Barn will administer the vaccine and charge the consequent costs to the Owner. The Owner will also de-worm the Horse twice a year at regularly spaced intervals and provide documentation to the Barn. If the Owner does not de-worm the Horse then the Barn will administer the de-wormer and charge the consequent costs to the Owner.

- **Risk of Loss**

During the time that the Horse is in custody of Barn, Barn shall NOT be liable for any sickness, disease, theft, death or injury which may be suffered by the Horse. Owner agrees to indemnify and hold Barn harmless from any loss or injury to the Horse. This includes, but is not limited to, any personal injury or disability the Horse may suffer while in the Barn or on the premises. Owner fully understands and hereby acknowledges that Barn does NOT carry any insurance on any Horse not owned by the Barn, including, but not limited to, such insurance for boarding or any other purposes, and ALL risks relating to boarding of Horse, or for any other reason which the Horse is in possession of the Barn, are to be borne by the Owner.

- **Hold Harmless**

Owner agrees to indemnify and hold barn harmless from any and all claims, losses, damages, actions, liabilities and expenses resulting from any and all damage or injury, including but not limited to loss of life, personal injury, damage of property or any other loss or injury whatsoever caused by the Horse, Owner or his agents. Contractor, family members, licensees, guests and invitees, to anyone or anything, including but not limited to legal fees and expenses on a solicitor and client full indemnity basis incurred by Barn in defence of such claims

- **Liability Insurance**

Owner warrants that he/she presently carries in full force and effect and through the period of this agreement shall continue to carry and maintain, liability insurance protecting Owner and Barn from any and all claim(s) arising out or relating to this agreement.

- **Emergency Care**

Barn agrees to attempt to contact Owner at the emergency telephone number noted at the end of this agreement should Barn feel that medical treatment is needed for the Horse. If Barn is Unable to contact Owner within a reasonable time, which time shall be judged and determined solely by the Barn, Barn is then authorized to secure emergency veterinary care and or farrier care from any licensed providers of such care who are selected by Barn, as Barn determines requirements for the health and well being of the Horse. The cost of such care shall be the sole and exclusive responsibility of the owner and be due and payable by Owner to Barn within 15 days from the date the Owner receives notice thereof from Barn. Barn is authorized to arrange direct billing by said care provider to Owner.



- **Rules**

Owner acknowledges receipt and understanding of the current Barn rules (the “Rules”) which are incorporated for reference in full, as fully set forth in this agreement. Owner agrees he/she and guests and invitees will be bound and abide by the Rules, and accepts responsibility for the conduct of guests and invitees according to the rules. Barn may revise the Rules to keep them current with the business and Owner agrees any revisions shall have the same force and effect as current Rules. Failure as determined by Barns’ sole discretion, of Owner or Owners guests or invitees to abide by the Rules may result in Barn declaring Owner in default and therefore result in immediate termination of this Agreement.

- **Default**

Barn may terminate this agreement immediately in the following situations:

- If the Owner fails to satisfy or comply with any terms of this agreement, or
- if the Owner fails to pay Fees by the due date specified in this agreement

Barn acceptance of any late payment of Fees shall not constitute a waiver of subsequent due dates or determinations of an event of default for late payment of fees.

Any payment due Barn under this agreement shall be due and payable immediately upon termination of this agreement.

Barn shall have the right to recover legal fees and expenses on a solicitor and client full indemnity basis, if any, that Barn incurs as a result of an event of default.

- **Assignment**

This Agreement may not be assigned by Owner without the express written consent of the stables.

- **Notice of Termination**

Notwithstanding the terms of article 10, either party may terminate this agreement for any reason on a thirty day notice to the other party. If Owner fails to give Barn thirty days notice of his intent to terminate this Agreement, the owner will be required to pay Fees in the amount equal to one month to Barn.

Regardless of which party terminated the Agreement, Owner shall not remove the Horse from Barn until all Fees owing to Barn have been paid in full.



- **Right of Lien**

Owner is put on notice that Barn has and may assert and exercise the right of lien, as provided for by the laws of the Province of Alberta, for any Fees and also for any storage or other charges due under this agreement. Owner further agrees Barn shall have the right to enforce said lien according to the laws of the Province of Alberta.

- **Special Instructions to Barn**

—————  —————
ATLANTIC EQUESTRIAN



This Agreement is subject to the laws of the Province of Alberta.

Executed on the date of: _____

Atlantic Equestrian

Barn Signature

I hereby certify that I have read and understand the terms and conditions of the board contract as printed hereon.

Owners Signature

Owners Name:	
Address:	
Day Phone:	
Evening Phone:	
E-mail:	
Emergency Contact:	
Emergency Phone:	