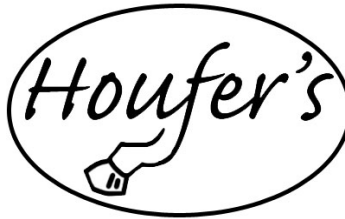


Sheri Houston  
Home: 519-637-0244  
Cell: 519-851-5071



Mary Ferguson  
Home: 519-633-8465  
Cell: 519-808-1089

41065 Ferguson Line, R.R.#6, St. Thomas, Ontario. N5P 3T1

### BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ made by and between **HOUFER'S** hereinafter referred to as "**STABLE**", providing services as an independent, located at 41065 Ferguson Line, St. Thomas, Ontario. \_\_\_\_\_, hereinafter referred to as "**OWNER**". These parties warrant that they have the right to enter into this agreement.

#### 1. FEES, TERMS & LOCATION

In consideration of \$\_\_\_\_\_ per horse, 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 \_\_\_\_\_, 20\_\_\_\_. Partial months boarding shall be paid on a pro rated basis based on the number of days boarded in a standard 30 day month. (Calculated at \$10.00/day)

Late Fees: Boarding fees paid between the sixth and the fifteenth day of the current month due will be subject to a late fee of \$20.00. Fees received after the sixteenth of a month will be subject to a late fee of \$30.00.

#### 2. DESCRIPTION OF HORSES (if more than 2, please supply additional info on separate page)

Name:	Name:
Age:	Age:
Colour:	Colour:
Registration/Tattoo:	Registration/Tattoo:
Sex:	Sex:
Breed:	Breed:
Insurance Carrier, Policy & Phone Number	Insurance Carrier, Policy & Phone Number
Temperament/Disposition	Temperament/Disposition

### 3. FEED & 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).

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### 4. VACCINATIONS

Upon arrival of horse to **Stable** proof of current tetanus, rabies and influenza vaccinations is required. (with West Nile vaccine being standard and strongly recommended)

### 5. 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. 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 the **Stable** 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 reason, for which the horse(s) is/are in the possession of the **Stable** are to be borne by **Owner**.

### 6. HOLD HARMLESS

**Owner** agrees to hold **Stable** harmless 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.

### 7. 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 in full force and effect, liability insurance protecting **Owner** and **Stable** from any and all claims(s) arising out of or relating to this Agreement.

### 8. EMERGENCY CARE

**Stable** agrees to attempt to contact **Owner**, at the following emergency telephone number (\_\_\_\_\_), should **Stable** feel 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 to secure emergency veterinary care and/or blacksmith/farrier care, and by any licensed providers of such care who are selected by **Stable** as **Stable** determines is required for the health and well being of said horse(s). The cost of such care secured shall be due and

payable by **Owner** within fifteen days from the date **Owner** receives notice thereof, provided however, that **Stable** is authorized to arrange direct billing by said care provider to the **Owner**.

**9. STABLE RULES**

**Owner** hereby acknowledges receipt and understanding of the current **Stable** rules, which are incorporated by reference in full, as in fully set forth herein. **Owner** agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of guests and invitees according to these Rules. **Owner** acknowledges the rules include but are not limited to:

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**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, ad 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 the Agreement.

**10. 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. 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 tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place **Owner** in default hereunder. Acceptance by **Stable** of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

**11. ASSIGNMENT**

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

**12. NOTICE OF TERMINATION**

**Owner** agrees that thirty (30) days notice shall be given to **Stable** as to the termination of this Agreement.

**13. RIGHT TO LIEN**

**Owner** is put on notice that Stable has and may assert and exercise a right of lien, as provided for by the laws of the Province for any amount due for the board and keep of horses(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 to recover its loss.

**15. SPECIAL INSTRUCTIONS TO THE STABLE AS REQUESTED BY THE OWNER**

(above and beyond requests may deem additional fees, to be negotiated)

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

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

By: \_\_\_\_\_  
       Houfer's

By: \_\_\_\_\_  
       Owner

<b>Owner's Name:</b>	<b>Day Phone:</b>
<b>Address:</b>	<b>Evening Phone:</b>
<b>City:</b>	<b>Cell (Other) Phone:</b>
<b>Province:</b>	
<b>Postal Code:</b>	
<b>Emergency Contact Name:</b>	<b>Emergency Contact Number:</b>
<b>Preferred Vet Services</b> (Name & Phone No.)	<b>Check here to use Houfer's Services</b>
<b>Preferred Farrier Services</b> (Name & Phone No.)	<b>Check here to use Houfer's Services</b>