

# Walnut Ridge Farm Equine Care

## BOARDING AGREEMENT

**BETWEEN:**

**Estelle Clunies and Martin Clunies** operating as **Walnut Ridge Farm** (the "Operators") and \_\_\_\_\_ ( "the Owner or Trainer" )

For boarding horse(s) as described on each **Horse Profile** to be boarded at Walnut Ridge Farm.

Both parties understand and agree to the Terms and Conditions provided with this agreement. This agreement is valid for **all** horses boarded by the owner or trainer at **Walnut Ridge Farm during this calendar year.**

**1. FEES AND TERM**

\$ \_\_\_\_\_ per day (the "Boarding Fee") plus H.S.T., which is payable by the undersigned on the **last day of each month, or the day of departure** of the horse, whichever occurs first. **Fees may be adjusted with 30 days notice to the undersigned during the calendar year.**

**2. SERVICES**

In addition to the normal and reasonable care required to maintain the health and well being of the Horse, the Operators agree to provide the following services:

- a) Box stall;
- b) Daily turnout (weather permitting);
- c) Sufficient grain, hay and water to maintain body condition and meet individual needs.

Contact	Name	Mobile	Home or Barn	Fax	Email
Trainer					
Owner					

**Billing Name:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

\_\_\_\_\_

**Billing Signature**

**Date:** \_\_\_\_\_



**Operators**

Credit Reference	Name	Telephone	Checked By	Date
Vet				
Training Centre				

# Walnut Ridge Farm Equine Care

## Terms and Conditions for Boarding Agreement

### 1. EMERGENCY CARE

The Operators agree to attempt to contact the Trainer and/or Owner should the Operators believe that medical treatment is needed for the Horse. If the Operators are unable to contact the Trainer and/or owner, the Operators are then authorized to secure emergency veterinary and blacksmith services required for the health and well being of the Horse. All costs of such care secured shall be paid by the Trainer and/or Owner within fifteen (15) days from invoicing.

### 2. ROUTINE CARE

Routine veterinary care and/or farrier services and/or other special care may be arranged by the Operators at the specific request of the Trainer and/or Owner. All costs of such care secured shall be paid **directly** by the Trainer and/or Owner.

### 3. MEDICAL

The Trainer and/or Owner warrants and will provide proof on request that the horse(s) are currently inoculated against rabies, tetanus, influenza, rhino and West Nile. The Trainer and/or Owner shall provide the Operators with a negative Coggins test for the Horse on request.

### 4. RISK OF LOSS AND INJURY

The Operators shall not be liable for any damage which may accrue from any cause arising out of or as a result of the boarding of the Horse including, but not limited to, loss by fire, theft, running away, death, injury to person(s), Horse or property, except through gross negligence of the Operators, his/her agents, servants and employees. The Trainer and/or Owner shall indemnify and hold harmless the Operators from any claims, actions, expenses, legal costs or damages arising against the Operators by reason of any of the above-noted circumstances, including any damages arising from the negligence of the Operators. The Horse shall be lodged at the Boarding Stable at the sole risk of the Trainer and/or Owner, who assume all responsibility for the insuring of the Horse, as well as tack and any equipment owned by him or her.

### 5. LIABILITY - INSURANCE

The Trainer and/or Owner shall, throughout the term, and any renewal term of this agreement, provide and keep in force, third party liability insurance with respect to the boarded horses, in the amount of not less than two million dollars (\$2,000,000) per occurrence, with respect to bodily injury and property damage.

### 6. RIGHT OF LIEN

The Trainer and/or Owner understands that the Operators have a lien on the Horse and a right to sell the Horse to secure payment for services provided by the Operators pursuant to the *Innkeepers Act of Ontario*, R.S.O. 1990, c. I. 7, as amended.

### 7. DEFAULT

In the case of any failure by one party to meet any material terms of this Boarding Agreement, the other party shall have the right to recover all expenses including legal fees and Court costs incurred as a result of said default.

### 8. ASSIGNMENT

The Trainer and/or Owner cannot assign this Boarding Agreement unless the Operators agree in writing.

### 10. GOVERNING LAW

This Agreement is subject to the laws of the Province of Ontario. The parties agree that any legal proceedings relating to this Boarding Agreement will be commenced in Ontario. This agreement may be executed in several counterparts each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. The parties hereto agree that this agreement may be executed and transmitted by facsimile or email and that the reproduction of signatures by facsimile or scanner or such similar device will be treated as binding as if originals, and the owner agrees and undertakes to provide the operator(s) with a copy of the agreement bearing original signatures forthwith upon demand.