

# Walnut Ridge Farm Equine Care

Rev: Nov-11

## BOARDING AGREEMENT

**BETWEEN:**

**Estelle Clunies and Martin Clunies** operating as **Walnut Ridge Farm** (the “Operators”) and

\_\_\_\_\_ (“the Owner or Trainer” )

Both parties understand and agree to the Terms and Conditions provided and posted on the Walnut Ridge Farm website. This agreement is valid for all horses to be boarded by the owner or trainer at **Walnut Ridge Farm**.

**1. FEES AND TERM**

The Boarding Fee plus H.S.T is payable at the end of each month. Payment terms are subject to credit reference check. Fees may be adjusted with 30 days notice.

**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 for Turn Out/Lay Up/Stall Rest Care
- b) Daily turnout (weather permitting) for Turn Out/Lay Up Care
- c) Contact as required with surgeon and veterinarian for post-op or fracture cases
- d) Sufficient grain, hay and water to maintain body condition and meet individual body condition needs
- e) Group Pasture Turn-Out 24/7 available

Contact	Name	Mobile	Home	Fax	Email
<b>Trainer</b>					
<b>Owner</b>					

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

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

**Dated:** \_\_\_\_\_

Credit Reference	Name	Telephone	Date Checked
<b>Veterinarian</b>			

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## Terms and Conditions for Boarding Agreement

### 1. EMERGENCY CARE

The Operators agree to attempt to contact the designated veterinarian should the Operators believe that emergency treatment is needed for the Horse. If the Operators are unable to contact the designated veterinarian, the Operators are then authorized to secure emergency veterinary 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 farrier services may be arranged by the Operators at the request of the Trainer and/or Owner, Farrier fees, supplements, worming or additional horse care expenses will be billed monthly.

### 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. Broodmares are required to be vaccinated against Rhinopneumonitis in the 5<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> month of gestation.

### 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.

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