## PLEASANT CREEK STABLES

## 2438 Hwy 5 W Hamilton, ON L0R 2B0

## Tammy MacGrandles (Barn Operator) Joanne Rapp (Emergency Contact)

519-732-3020 (Cell) 905-929-2245(cell)

519-759-8090 (work) 905-523-2245(Home)

**CLIENT BOARDING AGREEMENT**

This agreement is made between Tammy MacGrandles (Barn Operator) , and owner of said horse to be boarded

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_printed Name of owner)

**INDOOR BOARD $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OUTDOOR BOARD $\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**Services provided:**

1. Farm agrees to provide suitable facilities for said horse. The horses’ owner has inspected the facilities and has agreed to its suitability. Farm will assume no responsibility for any injuries or illness to said horse.
2. Owner will be notified by the farm of any veterinary issues prior to treatment. If the owner of said horse(s) or their listed emergency cannot be reached in a reasonable amount of time, for the safety of the horse, Tammy MacGrandles reserves the right to have the horse treated with the owner of the horse fully responsible for all incurred treatment costs.
3. Owner must provide two emergency contacts of whom can make any and all necessary decisions regarding said horse(s) listed below if we are unable to reach you.

**Emergency Contact if Owner Unavailable:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Daytime Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Night time Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Emergency Contact if Owner Unavailable:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Daytime Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Night time Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. Farm will give 30 days notice to any change in rates.
2. **Indoor board** includes a 11 x 12 matted stall with fresh shavings, hay and water daily
3. Grain can be fed 2 x per day as required ( any more frequent, must be agreed to by both parties)
4. Boarder will have use of outdoor riding area, indoor riding arena, Jump ring, round pen, wash rack, tack storage, stall cleaning utensils and parking as well as full use of the trails on the property.
5. **Boarders responsibilities:**
6. Give 30 days notice of said horses’ removal.
7. Boarder needs to provide their own grain if required, as well as grain storage container. Any and All required supplements must be clearly labeled and feeding schedule provided to Barn manager.
8. The owner of said horse will be responsible for all costs relating to their horse, including worming vaccinations, emergency & maintenance vet treatments, Ferrier, holistic, cleaning and & any extra special handling fees.
9. Upon entering the indoor/outdoor riding space when it is in use, please make sure to stay clear of any lessons, and if you plan on lunging your horse, you must ask the permission of the others riding prior to lunging, the round pen is available for lunging, if the arena has more than two riders no lunging is permitted.
10. Arrangements for farm staff handling said horse during Ferrier & veterinary appointments must be made at least 24 hours prior to appointment.
11. Owner or acting agent for boarded horse will be responsible for FULL payment by the Last day of each month. NO EXCEPTIONS - A $25 late fee will be added after 6 days late and an additional $25 per week will be added until board is paid in full.
12. All payments must be made in **cash** to: Tammy MacGrandles (Barn Operator) or via email transfer to pleasantcreekstables@gmail.com When paying in Cash, receipts will be issued.

**3.) Turn out**

The owner understands that the Stable cannot be held responsible for any accidents or injuries cause to the horse(s) when turned out with other horses or individually in a paddock.

The Owner accepts full responsibility to keep the horse(s) blankets and halter in a safe and good working condition with all repairs, completed on a timely basis and at the expense of the Owner. If in the case that the halter is lost, the Owner will be notified and requested to provide a replacement halter immediately. If within three (3) days of notification, the Owner has not supplied the Stable with a replacement halter, a halter will be purchased by the Stable and subsequently charged to the Owner

**4.) Health requirements**

1. Owner warrants that said horse is free from all contagious diseases, infections and infestations. And has not been exposed to any of the above for at least two weeks prior to arrival at Stable. Owner must provide a veterinarian certificate upon request of Tammy MacGrandles (Barn Operator).
2. Proof of vaccinations must be made to management if requested. We reserve the right to refuse entry of any horse not meeting required inspections and documentations or within 3 days of said horses’ arrival.

 **5.) Liability & Indemnification**

1. Liability release must be signed and kept on file for duration of stay of said horse.
2. You are provided with 24 hours to read and review both boarding agreement and waivers to ensure any, and all questions you may have can be answered prior to signing. –

 Initial here \_\_\_\_\_\_\_\_\_\_

1. All barn rules must be followed. Acknowledgment that owner or authorized agent has received a copy of Barn rules.

 Initial here.\_\_\_\_\_\_.

**6. Risk of Loss**

While the horse is boarded at the Stable, the Stable shall not be liable for any sickness, disease, theft, death or injury suffered by the horse(s) or any other cause of action arising from or connecting to the boarding of this (these) horse(s). The Owner assumes all risks. All costs no matter how catastrophic, connected with boarding are borne by the Owner.

The horse(s) and all tack and equipment of the Owner and lodged on the Stable premises shall be at the sole risk of the Owner, who assumes all responsibility for the ensuring of the horse(s), tack and equipment owned by him/her, while on the Stable premises.

Is your horse(s) insured? Yes\_\_\_\_\_ No\_\_\_\_\_\_

If yes; Name of Insurance Company-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Policy Number-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Emergency Phone number of Insurance Broker/ Company in the event of a possible claim- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7. Indemnity**

The Owner agrees to carry personal liability insurance coverage on said horse(s).

**8. Right of Lien**

The Owner understands the Innkeeper Act law, and hereby grants a lien to the farm for all unpaid charges as according to the laws of the 1990, RSO. 1990, Chapter I.7.

The farm has the right of lien for all unpaid charges and shall have the right, without the process of law, to retain said horse until the indebtedness is satisfactorily paid in full. If the outstanding amount due is not paid in full within 8 weeks of initial due date or agreed upon payment arrangement has not been made, the farm may sell said horse by way of auction and keep all monies from the sale of said horse. All paperwork must be surrendered to Tammy MacGrandles (Barn Operator) but not limited to registration papers. Owner of said horse is responsible for any and all costs associated with the selling of the said horse and additional costs incurred while said horse is/was in the care of the farms.

**9.**  **Termination**

Either party may terminate this agreement. In the event of a default the wronged party has the right to recover attorney fees and court costs, resulting from a failure of either party to meet a material term of this agreement. Thirty days notice is required to terminate contract. All accounts must be made current prior to departure of said horse. There will be no refunds if horse departs early from facility nor credits given for days said horse was off said property.

**10. Governing Law**

The parties acknowledge that this agreement was made within the Province of Ontario and shall be construed and enforced under the law of the Province of Ontario.

This Equine Boarding Agreement is made this\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_ \_\_\_\_\_\_ between

\_\_\_\_Pleasant Creek Stables\_\_\_(referred to as “Stable” or “Farm”) located at **2438 Hwy 5 W**

Hamilton, ON L0R 2B0

 And \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(referred to as “Owner”) residing

at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_owner of the horse(s) described below. In consideration of $\_\_\_\_\_\_\_ per horse per month paid by the owner in advance on the last day of each month, the Stable agrees to board said horse beginning;\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
|  | **HORSE # 1** | **HORSE # 2** | **HORSE # 3** |
| **NAME:** |  |  |  |
| **AGE** |  |  |  |
| **COLOR** |  |  |  |
| **SEX** |  |  |  |
| **BREED** |  |  |  |
| **HEIGHT** |  |  |  |
| **REGISTRATION/TATTOO** |  |  |  |
|  |  |  |  |
|  | **HORSE # 4** | **HORSE # 5** | **HORSE # 6** |
| **NAME:** |  |  |  |
| **AGE** |  |  |  |
| **COLOR** |  |  |  |
| **SEX** |  |  |  |
| **BREED** |  |  |  |
| **HEIGHT** |  |  |  |
| **REGISTRATION/TATTOO** |  |  |  |

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

**Barn Operator Signature**

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

**Horse Owner ( Boarder)**