

Boarding Agreement

This agreement is made and entered into between:

Owner of Horse (and Parent Name if under 18): _____

Hereinafter known as the “**Owner**”

Mailing Address _____

City _____ Prov.: _____ Postal Code: _____

Email Address: _____

Telephone: (H) _____ (W) _____

and

Rassicot Farm

Hereinafter known as the “**Farm**”,

Farm Address: 1260 Church Road, Wheatley River, PEI www.rassicot.farm

Mailing Address: 1063 Church Road, Wheatley River, PEI COA 1N0 Canada

Email: stephanie@rassicot.farm Phone: 902-628-7898 or 902-393-0051

and dated this _____ day of _____ 2020.

Terms of Agreement

1. Fees

In consideration of \$275.00 plus HST per horse per month (the Monthly Rate) or \$15.00 plus HST per day (the Daily Rate) paid by the Owner on or before the first day of each month, the Farm agrees to board said horse beginning on the _____ day of _____ 20__.

For a long-term boarder, the agreement shall terminate upon 30-days written notice by either party.

For short-term boarder, the agreement shall terminate on the _____ day of _____ 2020.

The first Monthly Rate (for a long-term boarder) or the Total for the Daily Rates (for a short-term boarder) are due in full upon the horse’s arrival at the Farm.

The list of **Additional Services and Fees** shall form part of this agreement for the purpose of billing the Owner for additional services rendered upon request, in cases of veterinary emergencies, or as a result of the Owner's negligence.

All fees are subject to change with 30 days notice given by the Farm.

A \$25 fee will apply to any NSF cheque.

2. Deposit

Upon signing of this Agreement, the Owner shall provide a 50% Deposit to hold a place for their horse until the start of the board agreement as noted in Section 1.

The Deposit shall be attributable to one of the following:

- a) the last month's board (for long-term boarders); or
- b) the Daily Fees incurred as a result of a late payment of more than nine (9) days (for long-term boarders); or
- c) the Total of the Daily Rates (for short-term boarders)

3. Late Payments of Monthly Board

On the first occasion where payment is late more than five (5) calendar days, Daily Fees will be incurred from the 2nd Day of the Month until the Monthly Rate is paid in full and the Monthly Board Rate shall be pro-rated accordingly. The balance owing shall be due on or before the 1st of the next month.

Example: April Board due on or before the 1st is unpaid until the 7th day.

The Owner will be billed for 5 days at \$15/day ($5 \times \$15 = \75) and 25/30th of the Monthly Rate ($\$275 \times 25/30 = \229.00) resulting in a total of \$304.00+HST for April.

Having paid \$275+HST on April 7th, the Owner shall be required to pay April's outstanding balance (\$29+HST) on or before May 1st.

On the second, and any subsequent occasion, where payment is late, Daily Fees will be incurred from the 1st Day of the Month until the Monthly Rate is paid in full and the Monthly Board Rate shall not be pro-rated. The balance owing shall be due on or before the 1st of the next month.

Example: August Board is due on or before the 1st is unpaid until the 7th day.

The Owner will be billed for 6 days at \$15/day ($6 \times \$15 = \90) and the full Monthly Rate (\$275) resulting in a total of \$365.00+HST for August.

Having paid \$275+HST on August 7th, the Owner shall be required to pay August's outstanding balance (\$90+HST) on or before September 1st.

4. Facilities & Services

The Farm agrees to provide normal and reasonable care to maintain the health and well-being of the horse including: water, forage, shelter, and periodic visual observations for illness or injury.

The facilities and services that are included in these fees are:

- Turnout in at least one (1) shared paddock or pasture
- Natural Treed and/or Man-Made Shelter
- Feeding of grain up to two (2) times per day (to be supplied by Owner)

- Day-Use of Barn Facilities from 07:00h to 22:00h daily unless otherwise posted or agreed
- Storage space for a saddle, bridle, brush box, small tote, and turnout blanket
- Shared-Use of 100x200 Outdoor Ring and Available Accessories
- Parking for one (1) Horse Trailer, inspected and registered to the Owner

The facilities and services that are not included in the Fees but may be available are:

- Blanketing, boots, fly masks, etc.
- Applications of fly sprays and/or sunscreens
- Overnight-use of stalls
- Holding for Vet and/or Farrier
- Administration of minor health cares
- Individual turnout
- Grooming, handling, exercising, and instruction
- Additional storage space
- Truck or trailering

The list of **Additional Services and Fees** shall form part of this agreement for the purpose of billing the Owner for additional services rendered upon request, in cases of veterinary emergencies, or as a result of the Owner's negligence.

The Owner acknowledges that from time to time, the Farm may host and/or rent part or all of the facilities for events which may temporarily inconvenience the Owner. Notices of events will be posted on the Farm premises and/or web pages/social media. The Owner shall not be entitled to any discounts or refunds of the Monthly Rate as a result of such events. The Farm will endeavour to make available alternative areas or special times for access and use by the Owner during these events.

5. Termination

Either party may terminate this agreement, for any reason or for no reason, with 30 days written notice or equivalent pay-in-lieu of notice to the Farm.

6. Standard of Care

At a very minimum, the Owner shall provide for use at the Farm: one (1) well-fitted flat (nylon or leather) halter in good repair and one (1) lead rope. Please Note: Halters and Lead Ropes for use by the Farm may be kept outdoors.

Additionally, the Owner acknowledges that they shall not hinder the Farm's ability to provide a standard of care deemed acceptable by the Farm. The acceptable standard of care shall be decided by, and in the sole discretion of the Farm. Notice of any recommendations or requirements will be provided to the Owner. Standards of Care may include but are not limited to ensuring the Horse maintains a healthy weight and quality of life. This may require the Owner to provide grain and/or supplements, veterinary or farrier assessment or treatment, health care treatment, professional training or handling, blanket(s) or other equipment deemed necessary for the well-being or safety of the Horse or handlers.

Should the Owner be deemed to hinder the Farm's ability for provide an acceptable standard of care, the Farm may terminate the agreement effective immediately upon notice to the Owner. In such cases, the Owner shall remove the Horse from the premises within seven (7) days.

7. Emergency Care

If medical treatment is needed, the Farm will attempt to contact the Owner, but in the event the Owner is not reached, the Farm shall have the authority to secure emergency veterinary and/or farrier care.

The Owner is responsible for providing and updating emergency contact information and notifying the Farm each time the Owner will be out of town or unavailable.

The Farm is hereby authorized, as the Agent for the Owner:

- a) To call _____ (veterinarian) at _____ (phone)
- b) To call another qualified veterinarian if the veterinarian mentioned under a) is not available, or if no veterinarian is specified.

If the life/comfort of the Owner's horse is at risk, and if urgent medical attention is required to stabilize its condition while it is in the care of Rassicot Farm, and if I cannot be reached, I authorize veterinary treatment up to an amount not exceeding \$_____ (initial in the right margin)

All fees charged by said veterinarian shall be the sole and exclusive responsibility of the Owner, billed directly to the Owner, with no liability on the Farm for such fees or services.

8. Farm Rules

The Owner agrees to abide by the Farm Rules and to conduct themselves in a safe and reasonable manner on the premises, including in and around the barn, paddocks, riding ring, and fields.

Farm Rules and regulations will be available on the Farm web site at www.rassicot.farm and printed by request.

Farm Rules are subject to change at the Farm Owner's discretion.

9. Documentation

The Owner is to provide a current personal insurance certificate or membership number or insurance information for third party liability. (ie: Island Horse Council membership)

The Owner shall sign a liability waiver upon arrival at the Farm and as may be requested from time to time over the life of the agreement. The Owner shall notify the Farm Owner in advance and ensure all visitors provide a signed copy of the liability waiver prior to or upon arrival at the Farm.

10. Herd Health

Unless otherwise agreed between the Owner and Farm, the Farm will administer a Farm Herd Health de-worming program four times per year and schedule annual vaccinations with the regular Farm Veterinarian each year. Additional veterinary services may be available at the time of the annual vaccination.

Fees for the Owner horse's de-worming and vaccinations are not included in the Monthly Rate and shall be the sole and exclusive responsibility of the Owner and will be billed directly to the Owner.

11. Risk of Loss

While the horse is boarded at the Farm, the Farm 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 the 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 Farm premises shall be at the sole risk of the Owner, who assumes all responsibility for the insuring of the horse(s), tack and equipment owned by him/her, while on the Stable premises.

Is your horse insured? _____

If yes: Insurance Provider _____

Policy Number: _____ Phone Number: _____

12. Guests, Spectators & Other Handlers/Riders (Visitors)

The Owner accepts full responsibility for ensuring the safety of any of his/her guests, spectators, and/or other handlers or riders (Visitors) that they may bring onto the Farm's premises.

The Owner acknowledges that it is his/her responsibility to notify the Farm Owner and ensure that all Visitors sign a waiver, prior to participating in any activities on the Farm's premises.

No Visitor may enter a paddock or pasture where any horses other than the Owner's horse (alone) are present without the express permission of the Farm Owner.

The Owner may not, except to their own children or parents, teach lessons without first providing proof of insurance coverage for the intended activities.

13. Right of Lien & Dispute Resolution

The Farm has the right of lien as set forth in the law of the Province of PEI, for the amount due for Board and any additional agreed upon services and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

Any dispute arising from this agreement shall be settled through Binding Arbitration in the Province of PEI. The costs of Arbitration proceedings shall be shared equally between the parties unless otherwise ordered as part of the Arbitration decision.

Signed this ____ day of _____ 20__ in _____ in the province of _____.

Owner of Horse: _____

Witness: _____

Signed this ____ day of _____ 2020 in _____ in the province of PEI.

Rassicot Farm: _____

Stephanie Gallant