



HORSE BOARDING AGREEMENT

Executed at _____ on the date first set forth above.

By: HIGH COUNTRY EQUESTRIAN CENTER _____ Signature

By: _____ Owners Signature(s)

Owner's Name: _____ Address: _____

City: _____ Province: _____ Postal Code: _____

Phone #: Day _____ Evening _____ Emergency _____

Email: _____

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between High Country Equestrian Center, hereinafter referred to as "the BARN", providing services as an independent contractor, located at Bragg Creek, Alberta, and (Horse Owner's name) _____, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION: In consideration of \$ _____ per horse plus G.S.T. per month paid by OWNER in advance on the First day of each month, the BARN 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-rata basis based on the numbers of days boarded in a standard 30 day month.

2. DESCRIPTION OF HORSE(S): The horses covered by this agreement are described in Schedule - "A".

3. ROUTINE FARRIER AND VETERINARY CARE: OWNER has the responsibility for routine daily administration of any needed medications or treatments; for being present to catch and hold the horse for shoeing, trimming and any veterinary procedures; and for attending to the grooming and exercise requirements of the horse. Upon arrival of horse to the BARN proof of current 4 - Way shot (i.e. Eastern/Western Encephalomyelitis, Tetanus and Influenza) and Strangles vaccine is required as well as updated de-worming.

4. RISK OF LOSS: During the time that the horse(s) is/are in the custody of the BARN, the BARN shall not be liable for any sickness, disease, theft, death or injury which may be suffered by or because of the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on or off the BARN's premises. OWNER fully understands and hereby acknowledges that the BARN does not carry any insurance on any horse(s) not owned by the BARN, including, but not limited to, 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 other reason, for which the horse(s) is/are in the possession of the BARN, are to be borne by OWNER.



5. HOLD HARMLESS: OWNER agrees to hold the BARN harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone. Please note that it is a requirement for all OWNERS and GUESTS to sign the separate HOLD HARMLESS agreement, located in Schedule - "B", upon arrival to the BARN.

6. LIABILITY INSURANCE: It is recommended that the OWNER presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and the BARN from any and all claim(s) arising out of or relating to this AGREEMENT.

7. EMERGENCY CARE: The BARN agrees to attempt to contact OWNER, at the following emergency telephone number (_____), should the BARN feel that medical treatment is needed for said horse(s), provided however, that in the event the BARN is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by the BARN, the BARN is then hereby authorized to secure emergency veterinary care by any licensed providers of such care who are selected by the BARN, as the BARN 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.

8. ASSIGNMENT: This AGREEMENT may not be assigned by OWNER without the express written consent of the BARN.

9. NOTICE OF TERMINATION

Either party may terminate this AGREEMENT upon at least one full months written notification without due cause. Notice must be given on the 1st of the month, if notice is not given on the first of the month, notice will be taken on the 1st of the following month. In extreme circumstances BARN has the right to immediately terminate contract where OWNER or horse(s) actions are deemed unsafe.

10. RIGHT OF LIEN: OWNER is put on notice that the BARN has and may assert and exercise a right of lien, for any amount due for the value of the food, care, attendance or accommodation furnished for the horse(s), and also for any or other charges due hereunder, and further agrees the BARN shall have the right, without process of law, to attach a lien to your horse(s) after one (1) months of non-payment or partial payment and the BARN can then sell horse(s) to recover its loss in accordance with the Livery Stable Keepers Act, R.S.A. 2000, c. L-14. The BARN reserves any and all rights available to it under the Livery Stable Keepers Act and any other applicable legislation.

11. THIS AGREEMENT IS SUBJECT TO THE LAWS OF ALBERTA.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta. The parties further agree that the courts of Alberta shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceedings (together in this clause referred to as "Proceedings") arising out of or in connection with this agreement may be brought in such courts.



Schedule - "A" Horse and Owner/Rider Information

Owner Name: _____
Phone: Cell _____ Home _____ Email _____
Emergency #: _____
Insurance: AEF # _____ EC# _____ Other _____

First Horse: Name _____
Description: Age _____ Color _____ Markings _____
Tattoos/Brands: _____
Veterinarian: _____ Phone # _____
Farrier: _____ Phone # _____

Second Horse: Name _____
Description: Age _____ Color _____ Markings _____
Tattoos/Brands: _____
Veterinarian: _____ Phone # _____
Farrier: _____ Phone # _____

Any special circumstances that HCEC should be aware of regarding:

Horse: _____

Owner/Rider: _____

