Amethyst Equine Connections Boarding Agreement

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This equine boarding AGREEMENT	entered into on the	day of,
20 between Amethyst Equine Co	onnections hereinafter	known as the "STABLE" and,
	(hereinafter know	n as the "OWNER") residing a
(address)		and owner of
HORSE(s) described in section		
1. OWNER contact information:		
Mobile phone:	_ Email address:	
Mailing address:		

These parties warrant that they have the right to enter into this agreement.

1. DESCRIPTION OF THE HORSE (S)

	Horse #1	Horse #2	Horse #3
Name:			
Age:			
Colour:			
Breed:			
Sex:			
Registration/Tattoo No.			
~Value			

Hereinafter known as the "HORSE(S)"

2. BOARDING AGREEMENT

In consideration of \$_____ per horse per month paid by the OWNER in advance on the first day of each month, the STABLE agrees to board said HORSE beginning the _____day of _____ 20____. A late fee of \$25.00/day is due for board not paid by the 5th

day of each month.

Payments can be made via:

- Electronic Money Transfer (EMT) sent to <u>amethystequineconnections@gmail.com</u>. (No password required for transfer)
- Cash
- Or by cheque upon approval only.

Before the arrival of the HORSE at the STABLE, the OWNER is to provide;

- a) A current AEF membership number or insurance information for third party liability.
- b) A signed risk waiver.

3. FEES OUTDOOR BOARD \$400.00 per month includes ALL of the following:

- Access to free choice water with an automatic waterer
- Free choice salt and mineral provided at all times
- Access to designated large pen and or field
- Large shelters.
- Access to the wash stall.
- Indoor and outdoor arenas will be available at all times during hours of operations, unless it is reserved, which will be clearly noted in the tack room on the white board. Reservations can be made at any time during hours of operation on a first come, first serve basis
- Heated washroom facilities.
- Regular Veterinarian and Ferrier attention to be arranged and paid for by the OWNER. If you are unable to be present for the Veterinarian and/or Farrier there will be a minimum \$10.00 catch/holding fee per horse.

INDOOR BOARD \$1000 per month includes ALL of the services provided for outdoor board PLUS:

- Daily mucking out of stall
- Fully rubber matted box stall size 10' X 10' with sliding door
- Bedding provided (product used determined by STABLE)
- Turn-out on a daily basis if desired. Fly spray if desired (OWNER to supply fly spray)
- Blanketing if desired (OWNER to supply blanket)
- Additional fee of \$100.00 per month if individual turnout is required

*These fees are subject to change with 30 days written notice given by the STABLE * A 45\$ fee will apply to any NSF cheque.

4. ADDITIONAL SERVICES & FEES

Additional services/options are in addition to the basic boarding fee. These include options such as, but not limited to, holding for routine care, shoeing, veterinary, exercising, grooming, etc. Such items may be arranged for and paid for separately.

- Catch or holding horse for Farrier or Vet: \$10.00 / 30 min (min. charge of \$10)
- Special handling: by quote
- Blanket changes: 10\$
- Trailer parking: 25\$ per month per trailer
- Trailering: 3\$ per loaded kilometre
- Large tack box rental: 20\$ per month
- Extra feed based on the HORSE's dietary requirements completed by an equine nutrition specialist. Or if supplements are required, these will be provided by the OWNER at their expense. Additional fees will be discussed and applied on an individual basis. Should changes be required to the ration originally agreed upon, the STABLE will discuss options with the OWNER prior to making any changes

• Wound care and medication (if available): by quote

All medications & medical supplies are in addition to the cost of the service and to be paid in full by the OWNER

*These fees are subject to change with 30 days written notice given by the STABLE * A \$45 fee will apply to any NSF cheque.

5. TURN OUT

The OWNER will be expressly responsible for all additional exercise above regular turnout. HORSE(S) will be turned out in a field with other horses, with field location determined by the STABLE unless individual turnout is agreed upon between OWNER and STABLE at an additional fee.

6. STANDARD OF CARE

The STABLE agrees to provide normal and reasonable care to maintain the health and well-being of the HORSE(S). The OWNER is to provide blankets, fly masks, and fly spray. De-worming will be done in the spring, and fall, or whenever deemed necessary by the STABLE. The OWNER is obligated to pay this expense, unless a faecal egg count has been performed and levels have come back in acceptable ranges provided by the OWNER.

7. TERMINATION

Termination of this AGREEMENT by either party must be given at least 30 days in advance by written notice or email notice. Either party may terminate the AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to the "Barn Rules". In the event of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Failure to make any payment by said due date shall place the OWNER in default hereunder. Acceptance by the STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default. AEC reserves the right to give 24 hours notice of termination of AGREEMENT; and to vacate the premises should AEC determine the business no longer suits the needs of the OWNER.

8. EMERGENCY CARE

If medical treatment is needed, the STABLE will attempt to contact the OWNER at the contact numbers provided by the OWNER. In the event that the STABLE is unable to contact the OWNER within a reasonable time, which time shall be judged and determined solely by the STABLE, the STABLE has the authority to secure emergency veterinary care and/or blacksmith care by any licensed providers of such care who are selected by the STABLE. The cost of such care secured shall be due and payable by the OWNER. If the OWNER has purchased mortality or surgical insurance for the HORSE(S), OWNER agrees to provide the STABLE with the information required by the insurance carrier for reporting a claim and the insurance carrier's telephone number for reporting claims. The STABLE agrees that if the OWNER cannot be contacted directly in the event of an emergency then the STABLE will notify the insurance carrier of the potential claim on behalf of the OWNER. The OWNER acknowledges responsibility for the accuracy of any information on the insurance coverage and insurance carrier contact information provided to the STABLE. Emergency contact if OWNER is unavailable:

The OWNER is responsible for providing emergency contact information each time the OWNER will be out of town. The STABLE is hereby authorised, as the Agent for the OWNER:

- a) To call (veterinarian) at (phone); or
- b) Call another gualified veterinarian if the Dr. mentioned under a) is not available, or if no vet is specified If the life/comfort of the HORSE is at risk, and if medical attention is required to stabilise its condition while it is in the care of the STABLE, and if the OWNER cannot be reached, the OWNER authorises veterinary treatment up to an amount not exceeding \$ (please initial) All fees charged by said veterinarian shall be the sole exclusive responsibility of the OWNER, with no liability on the STABLE for such fees.

9. STABLE RULES

The OWNER agrees to abide by the STABLE and arena safety rules, and to conduct themselves in a safe and reasonable manner in and around the barns. The rules and regulations will be posted outside the stable office and are subject to change. The OWNER accepts responsibility for the conduct of his guests and invitees according to these Rules.

10. INDEMNITY

OWNER agrees to hold the STABLE harmless of any claim resulting from damage or injury caused by the HORSE(S), OWNER or his guest and invites, to anyone, including, but not limited to, legal fees and/or expense incurred by the STABLE in defence of such claims. The OWNER accepts full responsibility for the safety of any of his/her visitors, and/or riders he or she may bring onto the STABLE premises. The OWNER acknowledges that it is his/her responsibility to ensure that all guests sign a waiver, which are available outside the stable office prior to participating in any activities on the STABLE premises.

11. RISK OF LOSS

During the time that the HORSE(S) is/are in the custody of the STABLE, the STABLE shall not be liable for any sickness, disease, theft, injury which may be suffered by the HORSE(S) or any other cause of action arising from or connecting to the boarding of the HORSE(S). This includes, but is not limited to, any personal injury or disability the HORSE(S) may receive while on the STABLE premises. 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 on the STABLE premises shall be kept 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.

12. INSURANCE

OWNER warrants that he/she 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 STABLE from any and all claim(s) arising out of or relating to this AGREEMENT, in the following amounts.

AEF membership number: _____; and/or

Name of Insurance Company: Insurance Company Contact Number:

Policy #:

13. RIGHT OF LIEN

OWNER is put on notice that the STABLE has and may assert and exercise a right of lien, as provided for by the laws of the Province of Alberta, for any amount due for the board and keep of HORSE(S), and also for any storage or other charges due hereunder, and further agrees that the STABLE shall have the right, without process of law, to attach a lien to your HORSE(S) after two (2) months of non-payment or partial payment and the STABLE can then sell HORSE(S) to recover its loss. For more information please see the Animal Keepers Act of Alberta.

14. USE OF FACILITIES

The OWNER acknowledges from time to time the STABLE will be hosting and renting the facilities for events which will use areas of the common facilities. The STABLE will do their best to make available alternate areas and times for the use of the OWNER during these events.

15. ASSIGNMENT

This AGREEMENT may not be assigned by the OWNER without the express written consent of the STABLE.

16. SPECIAL INSTRUCTIONS TO THE STABLE

17. GOVERNANCE	
This AGREEMENT is governed by the F the Province of Alberta	Province of Alberta and any dispute will be litigated in
In witness whereof, the parties have exe , 20	ecuted the AGREEMENT as of the day of
	Date
Signature of OWNER or legal guardian	
	Date
Signature of STABLE or Agent	
FACILITY AND BARN RULES AGR	EEMENT

GENERAL FACILITY RULES

• When in yard, barn or arenas, all horses must be supervised and have a halter, rope on bridle on for control.

- Please do not hand feed any horses, give treats to, or otherwise touch other people's horses without permission.
- Smoking is prohibited on the property, please be mindful of the language you use.
- No dogs allowed.
- Please respect the privacy of the yard areas around the houses. Do not enter the back yard.
- In the barnyard, dispose of your horse's manure in a pen or manure spreader or use the muck tubs provided.
- If a gate is closed keep it closed, if a gate is open keep it open; there is a reason it is the way it is.
- We all appreciate a clean facility, let's all work together to keep it that way.

BARN RULES

- Barn and Arena doors are to be kept closed.
- Please only tie horses in grooming stalls in barn or designated tie areas.
- Sweep up dirt/hair and your horse's manure BEFORE and AFTER riding, using shovels and tubs provided.
- Put equipment and belongings away during your ride. AEC is not responsible for lost or stolen articles.
- Anyone caught by security cameras as having not cleaned up will get a \$10/incident clean-up charge added.
- Extra Feed can be fed in the barn or outside and is to be stored in mouse proof containers in the feed room or at home.
- Garbage cans have been provided.
- Anyone wanting to use their own farrier may use the barn during non-lesson times, or outside anytime. No nails in manure tubs! Contact us for a barn farrier schedule.
- Last person out of the barn & arena, please turn off all inside lights.

ARENA RULES

- Everyone riding or working at AEC must read, understand & sign/submit a Release of Liability/Risk Waiver. No one is to ride in lessons or otherwise, this includes riding your horse, without first submitting a waiver or lesson/board agreement.
- Barn hours are 8am-10pm. See website calendar for closures for maintenance, clinics, shows or camps.
- Therapy sessions get priority for use of arena and barn; therefore, barn and arena are not open for use during those times.
- No lunging in the arena during lessons or when there are 3 or more riders in the arena. Only 1 horse at a time.
- General riding is allowed in the arenas during lessons. However, as a suggestion, familiarise yourself with the lesson schedule posted and try to arrange your riding at the least congested times.
- The lesson instructor has control of the arena during lessons. Please listen to their requests. Manure in the arenas breaks down and creates dust, so please pick up any manure in the arena when you are done riding using the fork and manure bucket provided.
- Heeled footwear and long pants are mandatory while riding. No sandals or bare feet when near any horse.

- ASTM Approved Riding Helmets are mandatory for riders under 18, and for all riders while in lessons, even 18+, helmets are STRONGLY recommended.
- No riders under the age of 18 may ride/handle a horse alone. Riders 14-17 must have a companion present. All riders under the age of 14 must be accompanied by a responsible adult when at AEC, unless in a lesson.
- No jumping (including free/chute jumping) unless you are in a lesson with or are supervised by an AEC instructor. No exceptions.
- Please adhere to the following arena etiquette: When you are entering the indoor arena, look first to see when it's safe and announce yourself by saying "Door!" before you open it. Check your girth and tack before mounting. If a lesson is in progress, familiarise yourself with the course being ridden so as not to get caught in an unsafe location. If horses are working both ways in the ring, pass left to left. Walking horses should be to the inside if busy. If a rider and/or horse should fall, STOP all movement immediately. Listen to the instructions of any instructor present. If no instructor is in the arena, make sure both horse and rider are okay before resuming your ride. In case of a power outage, stop immediately and dismount. The emergency lighting should go on. Don't resume your ride until the power has been restored if dark.
- AEC has a 3 strikes you're out policy, should this policy be enacted you will be asked to move your horse and leave within 24 hours.

I acknowledge that I have read and understand the Amethyst Equine Connections Inc. rules, and agree to abide by them. In addition, I understand and accept the consequences that will follow should I not respect said rules.

Name:_____ Date:

Signature

Amethyst Equine Connections is a **DRAMA FREE** facility. If you or your horse bring drama to our facility at any point in time you will be asked to leave. No exceptions.