



HORSE BOARDING AGREEMENT

Executed at _____ on the _____ day of _____, 20____. Between The Barefoot Ranch Horse Rescue and Sanctuary and _____.

Owner's Name: _____ Address: _____

City: _____ Province: _____ Postal Code: _____

Phone #: _____ Email: _____

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated and made by and between The Barefoot Ranch Inc., hereinafter referred to as "TBFR", providing services as an independent contractor, located at Teulon, Manitoba, and _____, 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, TBFR 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 TBFR 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 TBFR, TBFR 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 TBFR's premises. OWNER fully understands and hereby acknowledges that TBFR does not carry any insurance on any horse(s) not owned by TBFR, 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 TBFR, are to be borne by OWNER.

5. **HOLD HARMLESS:** OWNER agrees to hold TBFR 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 TBFR.

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 TBFR from any and all claim(s) arising out of or relating to this AGREEMENT.



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

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 TBFR 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 TBFR 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 TBFR 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 TBFR can then sell horse(s) to recover its loss in accordance with the Livery Stable Keepers Act, R.S.A. 2000, c. L-14.

11. TBFR reserves any and all rights available to it under the Livery Stable Keepers Act and any other applicable legislation.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF MANITOBA: This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba. The parties further agree that the courts of Manitoba 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.

Signed _____ By: _____ Date: _____
Boarder Print Name

Signed _____ By: _____ Date: _____
TBFR Representative Print Name

Schedule - "A" Horse and Owner/Rider Information

First Horse: Name_____

Description: Age_____ Color_____ Markings_____

Tattoos/Brands: _____

Second Horse: Name_____

Description: Age_____ Color_____ Markings_____

Tattoos/Brands: _____

Third Horse: Name_____

Description: Age_____ Color_____ Markings_____

Tattoos/Brands: _____

Fourth Horse: Name_____

Description: Age_____ Color_____ Markings_____

Tattoos/Brands: _____

Veterinarian: _____ Phone#_____

Farrier: _____ Phone#_____