

STONETREE FARMS

HUNTERS AND JUMPERS

6 9 6 4 3 6 / 3 7 N O T T A W A S A G A S I D E R O A D ,
R R # 4 , S T A Y N E R , O N L O M 1 5 0 P H O N E : 7 0 5 - 4 4 4 - 5 0 7 0

BOARDING AGREEMENT

This Agreement is made between Stonetree Farms (operated by 2139551 Ontario Inc.), ("Stonetree")

and _____ ("Owner)

Address: _____

Phone: _____

Email: _____

referred to as the "Owner" of the Horse described in section 2. If the Owner is a minor, then Owner shall include the parent and/or legal guardian of such minor.

1. FEES

The Owner agrees to pay \$950.00 per month, plus GST, for the comprehensive board package in advance of the first (1st) day of each month, subject to change from time to time on 30 days prior notice from Stonetree, and subject to a late payment charge of \$10.00 per day. **First and last months' board is payable prior to boarding the Horse.** Additional costs, as outlined in this agreement shall be invoiced separately on a monthly basis. \$50.00 plus late payment charges will be charged for each NSF or returned cheque. In addition to all other remedies available to it, Stonetree has a lien under the *Innkeeper Act*, Ontario for amounts due for the board and keep of the Horse, and the right to collect any deficiencies remaining after exercising its lien rights.

2. OWNER'S HORSE

HORSE'S NAME	AGE	BREED
DESCRIPTION	SEX	COLOUR

The Owner represents and warrants that (i) the horse described above (the "Horse") is free from infectious, contagious or transmittable disease, and (ii) the Horse exhibits no vices, including without limitation, kicking, cribbing, or weaving, except for the following: _____

_____. Stonetree reserves the right to require a health, deworming and immunization record, and/or a negative Coggins test less than 12 months old at any time before or after commencement of boarding, and reserves the right to terminate the boarding arrangement on 3 days notice if the Horse is not in proper health, or if the Horse's vices are not acceptable to Stonetree, and no accommodation satisfactory to Stonetree can be achieved, whereupon the Owner shall remove the Horse from Stonetree's facility immediately.

3. COMPREHENSIVE BOARD PACKAGE

The comprehensive board package includes the following services:

- Stall as assigned
- Daily stall mucking
- Bedding of stall
- Hay as provided by Stonetree
- Two (2) grain and/or supplement feeds per day
- Daily turnout, weather permitting, in a paddock as assigned
- Feeding of special supplements, if provided by the Owner
- Boots for turn out if needed (Owner to provide)
- Blanketing in stable (Owner to provide)
- Blanketing for turnout, if deemed appropriate (Owner to provide)
- 1 locker in tack room and use of viewing room as designated
- Shared use of common facilities (subject to availability)
- Night Check
- 24 hour on site staff

2 lessons and/or professional training sessions for the Horse with Stonetree Instructor per week (group, semi-private, or private, in Stonetree's discretion, based on need and availability) are included. Missed lessons may be rescheduled during the same week, time and availability permitting, but will not carry over to following weeks. Additional services may be available from Stonetree on a fee per service basis as outlined in Stonetree's pricing package, from time to time. The Owner acknowledges from time to time Stonetree will be hosting and renting the facilities for equestrian events and competitions which will include use of common areas. In such event, Stonetree will endeavour to make available alternative areas and times for the use of the Owner during these events and notices will be posted on Stonetree's premises as necessary.

4. INSURANCE

The Owner will provide proof of comprehensive liability insurance covering bodily injury and property damage for the Horse and any of its activities, in the amount of at least \$1,000,000, prior to bringing the Horse onto Stonetree's premises. The Owner acknowledges and accepts that Stonetree does not carry insurance on any horse not owned by it, and that the Horse is not covered under any public liability, accidental injury, theft, equine mortality or other insurance maintained by Stonetree

5. STANDARD OF CARE

Stonetree will provide normal and reasonable care to maintain the health and well-being of the Horse. Unless specifically provided otherwise in this agreement, the Horse may be turned out individually or with other horses, in Stonetree's discretion. Stonetree will provide de-worming at regular intervals, veterinary and farrier services required for the health and well-being of the Horse and consistent with recognized standards, at the Owner's expense, payable upon receipt of the invoice. In the event of an emergency, Stonetree will make reasonable efforts to contact the Owner; however, if Stonetree is unable to reach the Owner immediately, then Stonetree is hereby authorized to secure such emergency veterinary and/or farrier care as it deems advisable for the health and well-being of the Horse. Any additional feed, medications, supplements, vitamins or other items required for the Horse are to be described in written instructions provided by the Owner to Stonetree, and provided at the Owner's expense.

6. RISK OF LOSS, INDEMNITY AND RELEASE

Stonetree will have no liability for, and the Owner, for him/her/itself, and for his/her or its heirs, executors, legal personal representatives, successors and assigns, and for and on behalf of any minor children of the undersigned or others of for whom the undersigned is responsible or who may be on Stonetree's premises from time to time at the request of or by permission of the undersigned, acknowledges that horseback riding, handling and grooming of horses and other stable activities are inherently dangerous, and hereby fully assumes that risk, and agrees to and does hereby absolutely and finally release and agree to indemnify Stonetree and its successors, assigns, officers, directors, shareholders, agents and employees of and from, and agrees to assume and bear the risk of and in respect of, any and all liability, claims, costs, damages, expenses arising in any way from any sickness, disease, astray, theft, death, loss, damage or injury which may be suffered by the Horse or Owner or personal property of the Owner, or otherwise arising out of or connected in any way with the boarding or care of the Horse or otherwise while at Stonetree's facility and/or under Stonetree's care and control, and any and all claims and liability therefor or arising therefrom. The Owner accepts full responsibility for the safety of any of his/her visitors and or riders they may bring on Stonetree's premises. The Owner agrees to wear and cause any minor children of the undersigned or others of for whom the undersigned is responsible or who may be on Stonetree's premises from time to time at the request of or by permission of the undersigned to wear correct and proper headgear and footwear, and acknowledges that Stonetree recommends approved headgear be worn at all times. The Owner agrees to abide by and conform to all rules and regulations as determined from time to time by Stonetree, including without limitation those posted from time to time. The Owner must provide his/her prior written consent to Stonetree prior to release of the Horse to any third party.

7. GENERAL PROVISIONS

The Owner may not license, sublet or permit the use of stalls or leasing or part-boarding of the Horse to a third party without the prior consent of Stonetree. Any default under this agreement will entitle Stonetree to immediately terminate the boarding arrangement, whereupon the Owner shall remove the Horse from Stonetree's facility immediately. The boarding arrangement may be terminated by either party by prior written notice of at least thirty (30) days, but such termination will not reduce Stonetree's rights under this agreement. This agreement is non-assignable and non-transferable, and represents the entire agreement between the parties. There are no further agreements or promises, verbal or implied unless specifically stated herein. This agreement shall be governed by the laws of the Province of Ontario.

Signed on _____, 20_____

Witness

Owner (or Parent/Legal Guardian)

Please print name

Stonetree Farms
(2139551 Ontario Inc.)

By: _____
Lorella Zanchetta - ASO

Deposit in the amount of the first and last month's board fee of \$ _____ received on _____, 20 _____ by _____.

Stonetree Farms
(2139551 Ontario Inc.)

By: _____
- ASO