

Diversity Horsemanship

Boarding Service Agreement

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20____, by and between Diversity Horsemanship, (hereinafter the "Stable"), and _____ (hereinafter the "Owner").

PREAMBLE: Diversity Horsemanship is the operator of the riding and boarding stable located at 76048 PR 322 Rd 1E. The Owner is the boarder of the horse known as : _____ (horse's stable name)

Registered name: _____ Age: ____ Sex: _____

Height: _____ Breed: _____ Colour: _____

Markings, brands, tattoos, and distinguishing features:

Date of last farrier, and what was done: _____

Date last dewormed, type of medication if known: _____

Date of last vaccination, what vaccines were given: _____

Vet's name: _____ Phone number: _____

Farrier's name: _____ Phone number: _____

Special care requirements: _____

Health concerns:

Special handling requirements (e.g. dominant with other horses, chews blankets, or behaviour issues for handling): _____

In consideration of the following premises and mutual covenants, the parties hereto agree as follows:

AGREEMENT TO BOARD: Diversity Horsemanship is in agreement to permit the Owner to board the horse in the manner and under the terms stated in this agreement.

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TERMS AND CONDITIONS:

BOARD RATE: Owner agrees to pay the current monthly board rate charged by Diversity Horsemanship and set out below. This rate may be changed upon one month's written notice to the Owner.

Please indicate which service(s) you are requesting with a "check mark" beside your choice(s):

Stall Rest (horse that needs to stay in all or most of the time): \$630.00 (if available)

Outdoor Board: \$456.75

Blanketing- Not offered as a regular service. If you cannot make it out to blanket/un-blanket, you may request it. **Put on blanket \$10.50, take off blanket \$5.25 (per time).**

Injury care/ bandaging/ treatment/ Other extra care, etc.: \$10.50 and upwards- per treatment, depending on the nature of the task (i.e.- the more time consuming or difficult the care task, the higher the price, after half an hour cost is minimum \$21.00 per half hour).

**All rates include 5% GST.

PayPal use will be subject to an additional 3 % charge.

- (a) The Board fee shall be paid in advance and is due on or before the **1st of each month** during this agreement.
- (b) The preferred method of payment is E- Transfer, sent to chelsea@diversityhorsemanship.com. Payments may be made in the form of a cheque made payable to "Diversity Horsemanship", by exact cash, or via PayPal. For PayPal, an email invoice can be requested, allowing payment to be made online from any location via bank account, debit card, or credit card. PayPal Fee Additional 3%
- (c) Any payments 30 days past due will be subject to a late payment fee of 10%, calculated on a daily basis.
- (d) No monthly invoices will be posted for the regular board amount, if the service is not changing, the amount will be the same each month. Receipts will be given upon request. Additional services (e.g. farrier) will be invoiced.
- (e) Any invoices for additional services are due within 5 days of the billing date. Any bill that has not been paid within 30 days of the billing date will be deemed to be in default.
- (f) The Owner shall request any changes to board services or extra care in writing (email is preferable). Diversity Horsemanship reserves the right to refuse such requests depending on availability, etc.

HERD HEALTH: Diversity Horsemanship shall have all reasonable authority and discretion with respect to the care, management, maintenance, and supervision of each horse.

This program includes, but is not limited to:

- (a) Deworming all horses on site as per the recommendations of Diversity Horsemanship's veterinarian, or as required. This includes fecal egg testing and fecal egg count reduction tests as per Diversity Horsemanship's request. Please

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note that the costs for deworming and fecal testing are not included in the board price, additional fees will apply.

- (b) Immunization requirements of all horses on site (based on the vaccines deemed required by Diversity Horsemanship's veterinarian. For e.g., in 2020 the required vaccines were 6 way (EEE, WEE, Rhino, Tetanus, Influenza, West Nile), and Rabies). (c) Veterinary care as required. (d) Farrier care as required. (e) A recent negative coggins test will be required to board after June 1st 2018, unless horse is only coming for a stay during the non- biting fly season. Updates on annual coggins requirements will be sent out to all boarders each year.

The Owner is obligated to pay for the expense of such services, including a reasonable handling charge. Farrier Handling Fees are as follows: \$10.50 without hold; \$15.75 trim with hold; \$26.25 one set of shoes with hold; \$36.75 holding for 2 sets of shoes. Vet handling is \$10.50 for shorter tasks, and \$21 per half hour.

If the Owner is able to come to assist the farrier/ vet entirely, no handling fee will be charged.

The Owner has the option of using any veterinarian for their horse(s) with the understanding that by signing this agreement, the Owner authorizes Diversity Horsemanship to obtain a full veterinary report regarding any treatment or diagnosis of the horse(s) which may impact the health of the herd. The attending veterinarian should make this report immediately available to Diversity Horsemanship (if required).

In the event an infectious disease at the Stable affects the herd, the recommendations of Diversity Horsemanship's veterinarian and health advisor shall take precedence over the owner's veterinarian.

Diversity Horsemanship reserves the right to inspect all horses upon arrival, and may refuse any horse deemed unhealthy, or without immunization records/ proof of immunization.

DANGEROUS CONDITION/ ILLNESS: Diversity Horsemanship reserves the right to refuse to accept for boarding or to keep any horse, if Diversity Horsemanship determines the horse may be dangerous to life or property. The Owner agrees to immediately remove any and all horses upon notice of such condition. Diversity Horsemanship reserves the right to refuse to board any horse if determined the horse is ill, or a risk in any way to Diversity Horsemanship, other horses, or to the safety of humans.

SERVICES: Diversity Horsemanship shall provide the following services to Boarders:

- 1) The use of the indoor arena, seasonal use of outdoor arena (weather permitting), and riding trails.
- 2) Daily visual health checks several times throughout the day for boarded horses.
- 3) Outdoor paddock, pen or pasture board for horses.
- 4) All horses receive hay, minerals, salt blocks, and water.
- 5) Pens/ paddocks/ fields cleaned regularly as weather and conditions permit.
- 6) Questions answered and assistance provided when horse owners need help with their horse.

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- 7) Concerns/ questions addressed promptly and in a professional manner. Please place your concern respectfully (preferably in writing and via email), and Diversity Horsemanship guarantees they will address your concern as soon as possible.
- 8) Opportunities to participate in lessons, group activities, group rides, clinics, seminars, fun shows, going out to local shows, birthday parties, summer camps, access to horse training/ exercising (all of these are external to board- not included in the cost- but boarders have first access to all activities).
- 9) Email notifications of the weekly arena schedule, and about upcoming events or changes.

Diversity Horsemanship reserves the right to move a horse to a different paddock, pasture, pen, or stall if it is necessary.

RULES AND REGULATIONS: The Owner agrees to abide by and conform to all rules and regulations as determined and posted from time to time by Diversity Horsemanship, including:

- 1) The Owner accepts all responsibility for safety of any of his/her visitors they may bring to the stable premises, and shall ensure that all visitors abide by the stable rules and regulations.
- 2) No one may ride a boarded horse other than the owner of the horse or the registered part boarder, unless in a lesson or supervised by a Diversity Horsemanship Instructor. Every rider under the age of 18 is required to wear an approved riding helmet (provided by the Stable if they do not have their own), no bicycle or other type of helmet other than an approved horseback riding helmet is acceptable. For those over the age of 18 wearing a helmet is strongly recommended, and if riding over jumps is mandatory for all ages.
- 3) Minors must be supervised at all times.
- 4) The Owner and guests must follow any direction from stable management and staff at all times and treat everyone with respect.
- 5) The Owner shall not feed, handle, or otherwise interfere with the horses of other boarders (unless given permission by the other boarder his/herself).
- 6) All Owners shall clean up after themselves, and their horses, while on the Stable property. This includes cleaning horse manure from the driveway.
- 7) Owners shall not take hay or bedding for themselves without first asking and receiving permission from Diversity Horsemanship.
- 8) Owners and users of the facility must turn off lights in barn and arena when they are finished.
- 9) No smoking in or around the barn or arena. No smoking near the hay shed or on the trail. Smoking permitted only in the main parking lot (on the south side of the arena), as far away from barn and arena as possible.
- 10) To enter the arena, yell "DOOR" loud enough to be heard by those riding, and wait for a reply before opening the door and entering.
- 11) Boarders may ride during all lessons, EXCEPT JUMPING. However they may ride during the flatwork portion of the jumping lesson.
- 12) LESSONS HAVE THE RIGHT OF WAY. Always yield to the lesson.

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- 13) Keep all arena doors/ gates shut while riding or lunging.
- 14) Keep your distance- while riding or handling your horse on the ground- keep at least one horse space between your horse and others.
- 15) Contact Chelsea immediately in the event of an emergency or urgent/ serious issue at 204-801-3489. For less urgent, email Chelsea at Chelsea@diversityhorsemanship.com or phone/text msg.
- 16) No dogs allowed on the property.
- 17) Practise safety at all times. If you are newer to horses, or newer to boarding a horse at a facility, please ask Chelsea any questions regarding horse care or safety.
- 18) All people being around the horses whether riding or just on the ground, need to sign a Diversity Horsemanship Release Form. These can be found in a clipboard in the barn near the white board. Please ensure your guests sign a Release Form.

RISK OF LOSS OR INJURY: Diversity Horsemanship shall not be liable for any accident, injury, disease, sickness, theft, or death of any horse while in its custody. Owner agrees to release and hold harmless for any and all losses resulting from accident, injury, disease, theft, vandalism, lightning, flood, or other act of God/ nature, whether foreseeable or not.

The Owner agrees to be solely responsible for the behaviour of the horse or horses being boarded and specifically agrees to indemnify and hold harmless Diversity Horsemanship for any and all damages resulting in any way from the boarding of the Owner's horse or horses. The Owner agrees to reimburse Diversity Horsemanship for reasonable attorney fees and costs that arise from defending a lawsuit related to injuries or damage caused by, or related to, the horse or horses being boarded. All costs, no matter how catastrophic, connected with boarding are borne by the Owner.

INSURANCE: It is recommended that each Owner who is boarding with Diversity Horsemanship carry liability insurance on their horse or horses. If the horse is presently insured, Owner will provide that information upon commencement of the boarding agreement. If the Owner insures the horse at a later date, Owner will notify Diversity Horsemanship at that time. All other horses will be assumed to be uninsured. Proof of insurance must be provided on a yearly basis. Manitoba Horse Council Insurance is another recommended option. There are different options, but third party liability coverage is one of the benefits of the Manitoba Horse Council.

EMERGENCY HORSE CARE: Should veterinary treatment be required, Diversity Horsemanship will attempt to contact the Owner. If the Owner is inaccessible and has given another emergency contact/ decision- maker, they will be contacted next. In the event that the Owner or other decision- maker cannot be reached, Diversity Horsemanship has the authority to secure emergency veterinary and/ or farrier care. The Owner is responsible to pay all costs related to this care. Diversity Horsemanship is authorized as the Owner's agent to arrange billing to the Owner.

If Owner has a monetary limit which is a cut-off point for emergency veterinary procedures, please indicate that here: \$ _____ - is the cut- off for costs associated with emergency veterinary procedures.

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Diversity Horsemanship shall assume that the Owner desires surgical care if recommended by a veterinarian in the event of colic or other life threatening illness, unless Diversity Horsemanship is directed otherwise

here: _____

The Owner agrees to notify Diversity Horsemanship of any changes of address, emergency telephone numbers, itineraries, or other information reasonably necessary to contact owner in event of an emergency.

Emergency contact if owner unavailable:

Name: _____ Phone #s: _____

Decision maker? Yes/no: _____

Other emergency contact if applicable: _____

TEMPORARY ABSENCE: The Owner shall inform Diversity Horsemanship in writing when removing their horse from the property on a temporary basis for a maximum of 30 days or less.

The Owner will pay all costs associated with board as stated in this agreement.

TERMINATION: This contract shall remain in force unless it is terminated by either party upon one month's written notice. The terms and provisions herein above stated shall apply until each horse leaves the care of Diversity Horsemanship. Owner agrees to promptly remove any horse or horses upon the termination of this agreement. A party in material breach of this contract shall reimburse the non-breaching party for reasonable attorney fees and costs directly resulting from the breach.

ASSIGNMENT: The Agreement cannot be assigned by Owner without the express written consent of Diversity Horsemanship.

SECURITY INTEREST: Owner agrees to the terms and conditions of "The Stable Keeper's Act" which can be found following this Agreement, and can also be found posted in the barn at Diversity Horsemanship's boarding facility.

I, _____ the Owner of the boarded horse(s) named in this Agreement, have read, understood, and agree to comply with the contents of this agreement, including the Stable Keeper's act.

Owner name (please print): _____

Owner signature: _____ Date: _____

Diversity Horsemanship Representative (please print name): _____

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Diversity Representative Signature: _____ Date: _____

Witness name: _____

Signature: _____ Date: _____

For temporary or short term boarders: Departure Date (or approximate date): _____

BOARDER CONTACT INFO

Owner's Name: _____

Horse's Name: _____

Address: _____

Postal Code: _____

Home Phone: _____

Work Phone: _____ Cell Phone: _____

Email: _____

Emergency Contact for Owner: _____ Phone: _____

People with Permission to Authorize treatment or changes to services (if any): _____

For Part Boarders, Please write your information on the last page of this board contract.

****Important Rules for All Boarders ****

1) Only boarders can ride their own horses. Unfortunately this means that no guests can come and ride your horse, whether they are family or friend, experienced or not.

2) If you want to have a guest come to ride your horse, the insurance will cover it if certain Diversity Horsemanship Instructors are supervising. This is the ONLY manner in which anyone else- other than the owner of the horse, part boarder, or Diversity Horsemanship hired or contracted trainer- would be permitted to ride your boarded horse. ANY other riders are not insurable and therefore NOT

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PERMITTED without the supervision of Diversity Horsemanship. This means you can check with Chelsea in advance, and we can agree on a time when she is working and can be in the arena to oversee the safety. This does not have to be a lesson, but if you wanted to make it a lesson it could be arranged.

3) If you would like a non-owner to be permitted access to ride your horse, apply to Chelsea for a "Part Board Agreement". It does not matter to me what you and the part boarders work out for your division of the payment or responsibilities, so long as all parties are following proper safety procedures, and rules set out by Diversity Horsemanship, and have filled out the new paperwork that will have to go along with this. **THE PART BOARDERS MUST ALSO READ AND SIGN THE ENTIRE BOARD CONTRACT.** All horses will part boarders will be subject to the part boarder fee.

4) No coaching or instructing of other boarders is insured or allowed on the property (other than by a Diversity Horsemanship instructor) unless they have presented their own coaching liability insurance policy to Chelsea and have applied for permission to coach. If any accident or incident occurs, if one boarder or part boarder was giving advice to another boarder and was found to be at fault, or a contributing factor to the incident, Diversity Horsemanship is NOT RESPONSIBLE. The person giving the instructions would be held accountable for the incident/accident as they would be breaking the rules set out by Diversity Horsemanship and our insurance regulations. **DO NOT GIVE INSTRUCTION TO OTHERS OR YOU WILL BE RESPONSIBLE FOR ANY DAMAGE THAT OCCURS.** If there is a situation where another person with their horse is a safety concern to themselves or others, notify Chelsea and she will speak to them and get them help for the issue.

5) Insurance requires that all doors or gates to the riding arena must be closed while anyone is riding or lunging. PLEASE KEEP ALL DOORS CLOSED SECURELY TO ARENA WHILE RIDING or LUNGING.

6) No riding over jumps is permitted without a Diversity Horsemanship Instructor present. Use of poles is permitted, however not with jump standards up. If using the poles, a helmet is required. Lunging the horse over raised poles or jumps is allowed without an instructor present.

7) No Riding Double (2 people riding on the same horse). Even having a small child ride on the horse with you is not safe, and therefore not permitted.

8) Please do not leave your halter and/or lead rope in a place where a horse or rider walking or riding by it might catch a foot, part of their saddle, etc. When not in use please place halters on hooks (do not leave on tie rings) or somewhere that horses and people will not get caught on them.

9) Please be mindful of your safety and the safety of others in all actions that you carry out while at Diversity Horsemanship.

All boarders and part boarders, to show you have read and understood the entire board contract and the Amendment to it, and agree to abide by all Diversity Horsemanship's rules and regulations, please print your name and then write your signature beside it:

Boarder/ Part Boarder Printed Name: _____ Signature: _____

Parent/Guardian's Printed Name

Parent Guardian's Signature: _____

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THE STABLE KEEPERS ACT

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Manitoba, enacts as follows:

Definition of "stable keeper"

1 In this Act, "**stable keeper**" means the keeper of a livery stable, or of a boarding or sale stable.

Keepers of stables may have liens on animals

2 Every stable keeper has a lien on the animals and effects hereinafter mentioned for the value or price of any food, care, attendance, or accommodation, furnished for any animal; and in addition to all remedies provided by law has the same rights and privileges for exercising and enforcing the lien, in so far as they are applicable, as boarding house keepers and hotel keepers have or possess by virtue of *The Hotel Keepers Act*, so far as not inconsistent with, or provided for by, this Act.

Keepers of stables may detain animals

3 Any stable keeper in the province may detain in his custody and possession, before it has been removed out of his custody and possession, but not afterwards, any animal, vehicle, harness, furnishings, or other gear appertaining thereto, or any personal effects, of any person who is indebted to him for stabling, boarding, or caring for, the animal; and the right of detention by any keeper of a livery stable of any animal has priority over, and is not subject to, any existing lien, security interest, as defined in *The Personal Property Security Act*, bill of sale, or other charge or encumbrance of whatever nature or kind, affecting the animal.

[S.M. 1993, c. 14, s. 89.](#)

Animals, etc. detained may be sold after one month

4 Every stable keeper is obliged to keep in his possession, and is responsible for, any animals and effects detained by him for the full period of the detention, unless they are sooner released; and if the owner does not reclaim and release the animals and effects so detained within one month from the commencement of the detention, the person detaining them may cause them to be sold by public auction; and, after paying himself and the costs of sale, he shall pay over to the owner of the animals and effects the balance, if any, of the price thereof.

Disposal of balance if not paid to owner

5 Where the owner cannot be found, the balance shall be handed over to the Registrar of the Court of Queen's Bench, to be kept by him for the owner for one year; after which time, if the

owner does not appear or claim the amount so kept, it shall be paid over to the Minister of Finance, and form part of the Consolidated Fund.

Copy of Act to be posted

6 Every stable keeper shall have a copy of this Act conspicuously posted up in the office, and in at least two other conspicuous places in his stable.



****PLEASE SIGN THAT YOU HAVE READ AND UNDERSTOOD THE ABOVE STABLE KEEPERS ACT:**

THIS SECTION IS FOR PART BOARDING ONLY

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Part Boarder Information:

Part Boarders Sign Below to show they have read all of board contract and agree to abide by all rules.

Part Boarder Name: _____

Phone Number: _____ **Email:** _____

Signature: _____

Parent / Guardian Name: _____ **Signature:** _____

Horse's Owner sign below to Permit Part Boarder to have Part Board of your horse:

Horse's Owner's Name: _____

Signature: _____ **Date Signed:** _____

Witness:

Second Part Boarder – Please indicate with an arrow and write on reverse or include another sheet

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