



Catherine Phillips

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BOARDING AGREEMENT FOR DR. JOU’S REPRO CLIENTS

Dr. Daniel Jou 519-277-0627 jou.veterinary@gmail.com www.jou-equine-veterinary.com

This Boarding Agreement is made and entered into on _____ (d/m/y) by and between Catherine Phillips, hereinafter designated as “Manager” of farm property (located at 4275 Weimar Line, Wellesley, Ontario), and _____ hereinafter designated “Owner” and if Owner is a minor, Owner’s Parent/Guardian(s) _____. Manager agrees to accept the below identified Owner’s horse(s) for boarding:

Registered Name / Barn Name

Colour / Markings

- 1. _____
- 2. _____

****Upon arrival, horse(s) must wear a tear-away or leather halter. No lead ropes are to be left with horse(s).****

For and in consideration of the agreements hereinafter set forth, Owner and Manager mutually agree to follow:

1. Owner agrees that Manager, the farm property, Manager’s representatives, and/or employees are not liable for death, sickness, and/or accident, including consequential damages, caused to horse, except if caused by the willful and wanton gross negligence of Manager. In addition, Owner agrees to hold Manager, Manager's representatives, and employees completely harmless and not liable for any injury whatsoever caused to Owner, and/or any loss or damage to personal property.
2. Owner agrees to abide by posted Farm Rules and Regulations (i.e. no dog(s) allowed, no smoking, etc.) and wear proper safety equipment while handling own horse. Boarding services will be terminated if Owner does not adhere to the posted Farm Rules and Regulations. In such case, Owner is responsible for removing horse within two (2) days and for all fees incurred during horse’s stay.
3. It is the Owner’s responsibility to carry full and complete insurance coverage on Owner and/or anyone handling Owner’s horse, Owner’s horse, and all personal property.
4. If Owner brings or invites guest(s) to farm property, Owner is responsible for the safety and well-being of guest(s). Guest(s) should be informed by Owner of the Farm Rules and Regulations and asked to follow them while on farm property.
5. Owner shall pay Manager for boarding services:
 - ❖ **Mare with foal at side = \$30.00 CDN + HST/day**
 - ❖ **Mare without foal at side = \$25.00 CDN + HST/day**
 Boarding services include: Mare with or without foal provided daily board and handling for ultrasounds, AI, flushing, etc. with Dr. Daniel Jou.
6. Accounts are due upon receipt. Any overdue accounts will be charged at a rate of 2% per month or 24% per annum. Any accounts forwarded for collection with another agency or firm will be charged for legal and court costs incurred, plus the overdue amount and interest.
7. Horse must be approved for arrival by Dr. Daniel Jou. Horse must be up to date on core vaccinations (including Rabies, Tetanus, etc.), and dewormed within 30 days or upon arrival. Horse must be free from infectious, contagious, or transmissible disease. Manager reserves the right to refuse horse if not in proper health. **Initials:** _____
8. Manager reserves the right to notify the Owner within two (2) days of horse’s arrival if horse, in Manager’s opinion, is deemed dangerous, sick, or undesirable for the boarding stable. In such case, Owner is responsible for removing horse within two (2) days and for all fees incurred during horse’s stay. As well, if horse is already on farm property and

boarded, in Manager's opinion, is deemed dangerous, sick, or undesirable for the boarding stable, Manager reserves the right to notify the Owner to remove horse within two (2) days of written notice.

9. Regular veterinarian and farrier attention will be arranged by Owner and shall be invoiced by veterinarian or farrier directly to Owner. In the event of sickness and/or accident to the horse, after reasonable efforts have failed to contact the Owner, Manager has permission to contact a veterinarian for treatment. In the event of death of the horse, Owner is entirely responsible for cost and removal of the dead animal, according to the appropriate laws of the Province.

10. Commencement of this Boarding Agreement shall begin on or about _____ (d/m/y) and will conclude upon the termination date and/or upon review of this agreement. Boarding services will be terminated upon notified departure date, if horse dies, or is sold after this date _____ (d/m/y). In such case, Manager shall be paid for all fees incurred up to termination date.

11. This Boarding Agreement is non-assignable and non-transferable.

12. Should either party breach this Boarding Agreement, the breaching party shall pay for the others' court costs and attorneys' fees related to such breach.

13. This Boarding Agreement is made and entered into in the Province of Ontario and shall be enforced and interpreted under the laws of this Province. Should any clause be in conflict with provincial law, that individual clause is null and void.

14. Additional Agreement(s):

_____ Initials: _____

15. This Boarding Agreement represents the entire agreement between the parties. No other agreement or promises, verbal, or implied, are included unless specifically stated in this written agreement. Additional agreements should be separately initialed.

By signing below, the Owner agrees with and fully understands the above numbered agreements.

When Manager and Owner, Owner's Spouse/Partner, and Owner's Parent/Guardian(s), if Owner is a minor, sign this Boarding Agreement, it will be binding on all parties, subject to the above terms and conditions.

Manager's (or Authorized Representative's) Signature

Owner's (or Owner's Spouse/Partner) Signature
If Owner is a minor:

Parent/Guardian(s)'s relationship to Owner

Address & Telephone Number of Owner
(Must be updated and initialed in the event of a change.)

Owner's Parent/Guardian(s)'s Signature