



Northern Tempo Equestrian Boarding Agreement

In consideration of the mutual covenants, obligations, and agreements set out in this Horse Boarding Agreement (hereinafter referred to as the “**Agreement**”), the sufficiency of which is hereby expressly acknowledged, this Agreement is made and entered into on this ____ day of _____, 2022, by and between **Northern Tempo Equestrian Centre** (hereinafter referred to as “**NT**”) as represented by Ron and/or Inge Sumanik with an address of 104 Bea Firth Road (LOT 1366) Yukon and:

Owner

Mailing Address

Email Address

Home Phone

Work Phone

Cell phone

Hereinafter referred to as “the **Owner**”.

Owner’s medical conditions/allergies (if any):

In Case of Emergency contact:

Contact Name

Relationship

phone #1

phone #2

Equine Association Yukon Number: _____

1. Description of the Horse

Name	Age	Gender
Breed	Colour	Markings/Brands
Show Name	Registration Number	
Vet Name	Phone Number	
Farrier Name	Phone Number	

Hereinafter referred to as “the **Horse**”.

1.2 Proof of Ownership

The Owner warrants and covenants that he/she owns the Horse.

1.3 Horse Health

Does the Horse have a history of colic? _____

Does the Horse have any allergies? _____

Does the Horse have any known vices (i.e. kicking, biting, cribbing, wood chewing)? _____

Please describe the basic nutritional requirements of the Horse (easy keeper, hard keeper, elderly, etc.)

Does the Horse have any other health issues that we should be aware of? _____

3. Boarding

3.1 Boarding Fees and Term

a) Annual board: at a rate of \$550.00 (+GST) per month OR \$1485 (+GST) per quarter paid through automatic withdrawal at the beginning of each quarter.

Annual board commences on the _____ day of _____, 2022.

If Owner is boarding two or more horses and is the primary rider of both horses board is \$450 for the second horse.

Board of a second horse commences on the _____ day of _____, 2022

b) Short-term board: at a rate of \$550 (+GST) per month. Short term boarders (<9 months) can use auto-withdrawal or monthly payments. Short term board spots are limited and preference will be given to Owners participating in regular lessons and/or training.

Short-term board commences on the _____ day of _____, 2022 and ends on the _____ day of _____, 2022.

If Owner is boarding two or more horses and is the primary rider of both horses board is \$450 for the second horse.

Board of a second horse commences on the _____ day of _____, 2022 and ends on the _____ day of _____, 2022.

c) Horses significantly increase intake of hay when the temperature drops below -20C. NT will charge a \$50 hay surcharge for months where the temperature is colder than -20C for significant periods of time.

Hereafter referred to the "Boarding Fees".

_____ The Owner shall pay the Boarding Fees in advance of the commencement of boarding under this Agreement and thereafter by the FIRST DAY of each calendar month.

_____ Payment will be made by subscription (automatic withdrawal) on the first of each ____ month or ____ quarterly.

Pro-rating of Boarding Fees: upon arrival of the Horse on a day other than the first of the month, the first payment will be prorated.

NT reserves the right to change the Boarding Fees from time to time upon 30 days' written notice to the Owner.

All charges for additional services or veterinary/farrier care paid by NT on behalf of the Owner are due and payable within 14 days of the invoice date.

Overdue accounts: A late fee of 2% per month (24% per year) may be charged for late payments and NSF or other returned cheques.

3.2 Description of Board

3.2.1 Outdoor Board

Outdoor board consists of turnout in an appropriately sized paddock or small field, determined by NT as appropriate for the Horse's temperament, age, gender, and nutritional needs. The Horse may be turned out with other horses of compatible temperaments, gender and needs. Should the needs of The Horse change, the Horse may be moved to a paddock that is more suitable. The Horse will not be moved prior to contacting Owner unless it is an emergency. Limited individual paddocks are available.

Paddocks are scraped clean at least 2 times a year. Shelters and fencing are suitable for the horses in the paddock and are maintained to a standard. The Owner is responsible to check paddock to ensure it meets the requirements of the Horse. Owners are encouraged to keep shelter clean throughout the year.

4. Care and Feed

4.1 Care

NT agrees to provide normal and reasonable basic care to maintain the health and well-being of the Horse. Owner is responsible for exercise, training, blanketing and feeding beyond the basic care provided by Northern Tempo staff and owners.

4.2 Feed Quality

The Owner is responsible for checking the feed being used and satisfying himself/herself that the feed is acceptable for the Horse prior to signing this Agreement. The Owner acknowledges and agrees that the feed provided may change due to changes in suppliers or quality reflecting seasonal growing conditions. NT will make a best effort to provide high quality feed.

Presently, NT sources hay through a local dealer who ships it from northern Alberta and British Columbia. In addition, NT feeds some local hay and hay grown at the premises.

4.3 Hay and Water

Generally, horses will have 24/7 access to hay in a slow feeding net. If the Horse is not able to maintain healthy weight with this feeding system the Horse will receive the appropriate amount of hay two times a day based on the Horse's energy needs and weight.

Owners may be invoiced for a hay surcharge during colder months and for hard keepers, charge will reflect extra hay consumed.

Horses have shared water systems in each paddock.

4.4 Supplemental Feeding

Owners of horses boarded on an annual basis can feed the Horse a prescribed amount of supplement, flax or sunflower seeds and oats provided by NT. Additional supplements may be supplied and fed by the Owner. In special circumstances NT will feed pre-prepared feed and supplements daily for an additional charge. No refund will be provided if Owner does not use the supplied supplement and feed.

5. Facilities

5.1 Facility Hours

Year round hours: 7:00am to 10:00pm.

5.2 Facilities Usage

The Owner has full use of the facilities including the following:

- Use of the barn aisles and grooming stalls for grooming/tacking up the Horse
- Use of the indoor, outdoor and dressage arenas, including the viewing room
- Use of a locker to store tack
- Use of the wash stall (3 season)
- Use of the washroom
- Use of fields below the paddocks for seasonal riding (limited to perimeter during hay growing season)

The Owner agrees to fully participate and cooperate in keeping the facilities neat and tidy at all times. The Owner will be responsible for cleaning the area used by the owner before going home for the day. Ample tools, wheelbarrows, garbage cans and recycle bins are provided for this purpose.

NT asks that Owners respect the privacy of Inge and Ron's house and do not ride or walk horses in that area.

6. Personal Belongings

6.1 Storage of Belongings

The Owner will be entitled to use of a locker as they are available. Tack and/or equipment must not be left out in the aisle after the Owner has left for the day.

6.2 Respect for Personal Belongings

Boarders do not have the right to use NT tack or equipment or other tack/equipment/feed belonging to other boarders. Non-compliance with the provisions of this clause will not be tolerated.

7. Horse Health

7.1 Veterinary Records and Vaccines

Prior to arrival of the Horse at NT, the Owner shall provide NT with current vaccine and veterinary records for the Horse and shall provide proof of negative coggins test.

7.2 Worming Program

While the Horse is boarded at NT, the Owner must minimally follow the NT Worming Schedule: Spring (April) Quest, Summer (July) Strongid, late fall (October) Ivermectin.

7.3 Health

The Owner warrants that the Horse is free from infectious, contagious, or transmissible disease at the time the Horse is first boarded. The Owner assumes full responsibility for all damages resulting from this warranty being incorrect. The Owner shall immediately advise NT in person if the Owner is advised, or has reason to believe, the Horse is infectious, contagious, or has a transmissible disease at any time during the term of this Agreement. The Horse may be held in a separate pasture/stall for a period of time upon arrival at the NT premises, for acclimatization and observation. NT reserves the right to refuse to accept the Horse for further board within this period if the Horse presents symptoms of illness or disease.

7.4 Veterinary and Farrier Services

The Owner is responsible for, and shall arrange for, all veterinary services required for the health of the Horse at the Owner's expense. NT will often hold Veterinary clinics at the facility to share costs and ease planning. These opportunities will be posted.

Currently, NT uses the services of Alpine Veterinary Clinic and Justin Thompson as our farrier (subject to COVID-19 pandemic restrictions and travel advisories). The Owner may use whichever veterinarian and farrier he/she chooses or may use the regular veterinarian and farrier that NT engages.

If the Owner wishes to have an equine professional attend to the Horse without being present themselves, NT may charge the Owner a handling fee. Such fees will be invoiced to the Owner. The Owner may arrange for another individual to act on his/her behalf in this circumstance, however the Owner will advise NT of the identity of said individual in advance.

7.5 Emergency Care of the Horse

If medical treatment is needed, NT will attempt to contact the Owner. In the event the Owner is not reached, NT has the authority to secure emergency veterinary and/or farrier care. The Owner shall be responsible for all costs relating to this care and shall reimburse NT for any such costs. NT is further authorized as the Owner's agent to arrange billing to the Owner.

7.6 Humane Treatment

NT is dedicated to the humane and compassionate care of all animals and such treatment is a priority. Any instance of abusive treatment of any animal under the care of NT will not be tolerated and will result in the loss of all privileges and the termination of this Agreement.

8. NT Rules

The Owner hereby acknowledges receipt of the NT Rules, a current copy of which are attached to this Agreement as Schedule "B", which form part of this Agreement. The Owner agrees that the Owner and his/her guests will be bound and abide by the NT Rules, and accepts responsibility for the conduct of the Owner's guests. The Owner acknowledges that the NT Rules include but are not limited to those listed in Schedule "B". NT may revise the NT Rules from time to time and the Owner agrees that upon receipt of notice of any revision, the revised NT Rules shall have the same force and effect as the current NT Rules. Failure, as determined in NT's sole discretion, of the Owner or the Owner's guests to abide by the NT Rules may result in NT declaring the Owner in default hereunder and result in termination of this Agreement.

9. Owner's Guests

If the Owner invites any guests (also referred to in this Agreement as the Owner's invitees) to the NT premises, the Owner shall ensure that such guests are informed of and shall follow the NT Rules, sign the Assumption of Risks, Release of Liability Waiver (prior to riding or interacting with horses), and wear proper footwear (boots with a heel) and an approved horse riding helmet while mounted. The Owner is responsible for the safety and actions of his/her guests while at NT. The Owner agrees to never leave his/her guests unsupervised while at NT. If the Owner makes arrangements for a third party to ride and/or visit the Horse during the Owner's absence, prior notice must be given to NT and this provision shall apply as if the third party were an Owner's guest.

10. Liability

While the Horse is boarded at NT, NT shall not be liable for any sickness, disease, theft, death or injury which may be suffered by or because of the Horse or any other cause of action arising from or in connection to the boarding of the Horse, or for any other reason for which the Horse is in the possession of and on the premises of NT. All costs, no matter how catastrophic, connected with boarding are borne by the Owner. The Owner will be held responsible for any damages caused by the Horse, the Owner or the Owner's guests and invitees.

The Owner agrees, and fully understands, that NT does not carry any insurance on any horse not owned by NT, for boarding or any other purposes and that the Horse is not covered under any public liability, accidental injury, theft, or equine mortality insurance.

It is recommended by NT that the Owner obtain an insurance policy for horses or personal tack. The Horse and all tack and equipment of the Owner and lodged at the NT premises shall be at the sole risk of the Owner who assumes all responsibility for the insuring of the Horse, tack and equipment owned by the Owner.

11. Indemnity

The Owner agrees to hold NT, its employees and agents harmless from any claim resulting from damage, death or injury caused by the Owner, the Horse, or the Owner's licensees or invitees.

The Owner and each of the Owner's guests and invitees shall sign the separate Assumption Of Risks, Release Of Liability, Waiver Of Claims agreement prior to riding or interacting with the Horse or any horse at the NT premises. The current version of this agreement is attached as Schedule "A" to this Agreement.

12. Insurance

The Owner warrants that the Owner shall, during the term of this Agreement, carry and maintain in full force and effect, liability insurance protecting the Owner and NT from any and all claims arising out of or relating to this Agreement and shall provide evidence of such insurance coverage to NT upon NT's request.

The Owner warrants that the Owner is a member of Equine Association Yukon.

If the Horse is insured for mortality and/or major medical/surgical attach the insurance information in case of emergency.

13. Additional Covenants

The Owner and NT agree as follows:

- The Owner and any guests if under the age of 18 agree to wear correct fitting and proper headgear and footwear, and acknowledges that NT requires a CSA approved horse riding helmet to be worn at all times while mounted.
- The parent/guardian of the Owner, if the Owner is a minor, agrees to supervise the Owner while at the Farm. They also agree to sign all required documentation and agreements on behalf of the Owner (if a minor).
- Should the Owner desire NT to release the Horse to any third party, the Owner shall provide NT with written consent to such a release prior to NT giving possession of the Horse to a third party.
- The Owner agrees to make NT aware in advance if the Owner is temporarily removing the horse from the NT premises for any reason (lesson, clinic, show, equine professional appointment, etc.).

14. Termination of Agreement

Notwithstanding anything else in this Agreement, this Agreement may be terminated as follows:

- a) NT party may terminate this Agreement for failure of the Owner to meet any material terms of this Agreement, including but not limited to the NT Rules and failure to make any payment when due. In the case of a default by the Owner, NT shall have the right to recover legal fees and expenses on a solicitor and client basis, if any, incurred as a result of the default; and
- b) Either party may terminate this Agreement by written notice of a minimum of 30 days.

Any payment due to NT under this Agreement shall be due and payable immediately upon termination.

15. Notices

Any notice or communication required or permitted to be given under this Agreement will be in writing and will be considered to have been given if delivered by hand, transmitted by electronic transmission (email) or mailed by prepaid registered post in Canada to the address of each party first set out above. Notice or communication will be considered to have been received if delivered by hand, upon receipt of a responsible representative of the receiver; if sent by electronic transmission (email), upon the sender receiving confirmation of the transmission; and if mailed by prepaid registered post in Canada, upon the 5th business day following posting.

16. Severability

Each provision in this Agreement constitutes a separate covenant and is severable from all other such covenants and, if any of them are by held by a court to be invalid, this Agreement will be interpreted as if such invalid provisions were not contained herein.

17. Law

This Agreement shall be governed by the laws of the Yukon Territory.

18. Entire Agreement

This Boarding Agreement together with the Assumption Of Risks, Release Of Liability, Waiver Of Claims, Indemnity Agreement and the NT Rules represents the entire agreement between the parties and there are no further agreements or promises, verbal or implied, unless specifically stated herein. Any amendments to this Agreement must be in writing and duly signed by both parties to become effective. When NT and the Owner, and/or the Owner's parent/legal guardian (if the Owner is a minor), sign this Agreement, it will be binding on both parties. Signing this agreement acknowledges that each party has read the entire agreement in full, understands it, and agrees to its terms and conditions and each party acknowledges receipt of a copy for their records.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Northern Tempo Equestrian Centre

Owner

Signature

Print Name

Schedule B

Northern Tempo Equestrian Rules

- Please be kind: kind to self, other riders and horses.
- Absolutely no jumping without an instructor present.
- You are responsible for your dogs. Dogs and horses do not mix. Please do not leave your dogs off leash without direct supervision. Dogs must stay out of the riding areas when riders are mounted. Only Northern Tempo dogs in the barn.
- All riders under 18 must wear a helmet when mounted. All riders are encouraged to wear a helmet and if anyone is riding without a helmet they MUST sign a waiver indicating that they choose to ride without standard safety equipment.
- All riders and guests handling horses must maintain a current waiver.
- All riders jumping must wear helmet.
- It is expected that parents will drop their children off for lessons, however, all children under the age of 16 must be supervised by someone over the age of 18.
- Some of the horses are on very strict diets so please do not feed snacks or other food to horses unless given direction.
- Barn hours: 7:00 am to 10:00pm. Additional hours available upon special request.
- Smoking in designated area only.
- Pick up after your horse in arenas, in front of doors and in the barn. Sweep your grooming stall, the aisle and keep your locker area clean and tidy.
- Riders in lessons get priority in the arena; however, we can all share the arena. This only is challenging with large group lessons, beginner or jumping lessons.
- We follow standard arena rules.
- When you are lunging or doing ground work in the arenas please keep your horse under control. If there are riders in the arena please ask if you are able to lunge or do groundwork. No lunging or ground work in the outdoor dressage arena.
- No running or horseplay in the barn or when there are horses present.
- If you set out equipment in the arenas please return it. Northern Tempo Instructors may have equipment set out for several lessons and will work hard to make sure it is not in the way for general schooling patterns.
- Haul in riders must have a waiver and current coggins on file and use a punch card or monthly use payment.
- NT welcomes professional health practitioners and farriers to use the barn and outside area. Please notify Inge by text or email your scheduled appointments.
- Outside instructors/trainers must arrange lesson time(s) at least 48 hours in advance with Inge and either pay \$15 per hour cash or can use an instructor punch card.
- All instructors teaching or training on Northern Tempo grounds must hold insurance with Northern Tempo listed on their insurance and hold, or be working towards an EC coach license.