

AU-AGReqc01

Horse boarding agreement

These are the terms which apply to any agreement between us whereby we provide Boarding Stable for one or more horses or ponies. We refer to either “ , .

[I / we], the Boarding Stable [/ [name]]:

My address is: [address]

My contact telephone no is: [number]

The “Boarding Stable” address is: [address / the same]

You, the horse owner are: [name]

Your address is: [address]

Your contact telephone no is: [number]

The “Box” is located at: [location, e.g. “ 2 ”]

Boarding Stable fees are charged: [weekly / monthly]

The “Facilities” are: [list of facilities allowed to use, .
.:
The indoor riding school
The outdoor arena
The cross country course
Dressage arena
Show jumps anywhere]

The “Services” are: [whatever services we offer to you from time to time. Schedule one to this agreement is .]

The veterinary surgeon we prefer to use is: [name, address and telephone]

Terms of the Agreement

By signing a copy of these terms, .

1. The Boarding Stable

- 1.1. Subject to your compliance with this agreement, you may keep [\[one\]](#) / ;
- 1.2. We name our Boarding Stable services as: super, full, partial or DIY. The services provided under these , 1 ;
- 1.3. We will change our prices from time to time. When we do so, new prices apply from the ;
- 1.4. You can change from one service to another on 7 days notice, .

2. Your use of Boarding Stable

You must comply with the following requirements. You are also responsible for full compliance by any person who comes onto the stable in connection

/ .

You must:

- 2.1. Use the Box only to secure one horse;
- 2.2. Comply with the procedures we have set out for safe and efficient running of the Boarding Stable, a copy of which is attached . ;
- 2.3. Comply with our reasonable suggestions in respect of ;
- 2.4. Accept full responsibility for the personal safety of yourself and any person ;
- 2.5. Take out insurance against third party claims with a reputable company to cover all usual or reasonable risks and show to us proof that the insurance is in place at least 7 days before the first day of the period . , ;

- 2.6. Have your horse vaccinated at appropriate intervals against equine flu and tetanus. If you are unable to show proof of , ;
- 2.7. Make good any damage caused by you or your horse, to the Box, or any of our tools, equipment or Facilities, ;
- 2.8. Keep tack, feed and any other possessions we may allow you to bring on the , ;
- 2.9. Look after all walls, fences, gates, locks, and ;

And you must not:

- 2.10. Bring a dog or other animal ;
- 2.11. Do, or allow anyone else to do, anything which might invalidate any insurance policy covering the ;
- 2.12. Leave any rubbish on the Stable;
- 2.13. Bring onto or allow to remain on the Stable any animal infected ;
- 2.14. Bring onto or store on the Stable any goods whatever except tack, rugs, ;
- 2.15. Contaminate or obstruct any waterway running through or ;
- 2.16. Waste water.

3. Use of Facilities:

- 3.1. The fee we charge for Stable does not ;
- 3.2. You may use the Facilities by separate ;
- 3.3. You may pay for exclusive use of a Facility for a period by booking it [, ,];

3.4. You may also use a Facility free “as available”, so that you may not use it when booked by us for an event or when any other person has paid to use it.

;

3.5. Whether paid or free, your use the Facilities entirely at your own risk. You agree that you will inspect any Facility immediately before you use it and

;

3.6. If you move jumps or other equipment for your use, you agree to return it to where you found it unless

;

3.7. You may not engage a professional teacher to provide tuition on the Stable or in any Facility, neither may

,

;

3.8. Use of the cross country course

.

4. Use of services

You may use a reasonable amount of electricity and water, but we may charge you

.

5. Care of your horse

You undertake:

5.1. To deal with your horse at all times with consideration for the

;

5.2. Not to leave your horse tied up when

;

5.3. Not to tie up your horse outside its box on so long a line

;

5.4. To provide necessary veterinary, farriery and dental care for your horse. If we make any arrangement for these services on your behalf we act only as

.

.

6. Limit of our responsibility

- 6.1. If our arrangement is for our super Boarding Stable or full Boarding Stable, then we
;
- 6.2. If our arrangement is for our part Boarding Stable or DIY Boarding Stable, then you are responsible for the care of your Horse, which must include: twice daily attendance for full and adequate care for the health
, , , , ;
, , ;
- 6.3. You may delegate the care of your horse
;
- 6.4. If at any time, you fail to provide horse care services which are your responsibility under this agreement, or if we agree for a particular period or under a particular arrangement, to do so for you,
,
.
;
- 6.5. If you fail to provide an acceptable level of care, and we believe it is in the best interest of your horse that we should provide care or professional services of any type, then
;
- 6.6. We are never responsible for the careless or negligent or intentional act of any other
.

7. Veterinary call out

If in our absolute discretion, it is necessary to call a vet to attend on your Horse, then we may do so, even if you are not available to give your consent. If we regard the circumstances as an emergency,
.
.

8. Failure to pay our fees:

8.1. All Boarding Stables bills are payable 4 weekly, in advance.

;

8.2. You may not ride your horse while ever a bill is

7

;

8.3. When a bill becomes overdue by more than 7 days, you

;

8.4. If you have still failed to pay us, 28 days after advance payment has become due, we may

/

,

.

.

9. Horse Owner's indemnity

You agree to indemnify us against all costs claims and expenses

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10. Termination

10.1. Either you or we may terminate this licence upon one week's notice given at

,

.

,

;

10.2. The termination of

;

10.3. When this agreement terminates, for whatever reason, you will take

.

,

;

10.4. You agree that we may take and sell for

11. When we ride your horse

The following provisions apply when we or any person employed by us, or contracted by us ("Rider"), rides your horse

11.1. You accept that accidents happen from time to time and that it is impossible to foresee what might happen.

11.2. In any event when you fail to tell us of any known propensity of your

12. Insurance

You may insure your horse on the stable. We are

13. Compliance with the laws

The boarding stable owner warrants to compliance with all local,

14. Assignment

The boarding stable owner will not assign or transfer

.

15. Jurisdiction

The validity, construction and performance of this agreement shall be governed by [].

[] .

Signed by the parties:

Schedule of services and prices

Note: this is an example only. You will have

DIY Boarding Stable

horses \$[45] per week

Ponies \$[40] per week

Includes daily provision of:

loose box

turnout by you

one bale of shavings

two bales of hay

use of buckets and stable tools

use of tack room and rug room

use of Facilities

parking space for box or trailer

Partial Boarding Stable

horses \$ [75] per week

Ponies \$ [65] per week

Includes weekly provision of;

all things

:

standard portion of hard feed;

and service on agreed days of:

feeding and watering twice each day;

turnout (except in very wet weather);

Full Boarding Stable

horses \$ [95] per week

Ponies \$ [75] per week

Includes weekly provision of;

all things

:

services 7 days each week;

Super Boarding Stable

Ponies \$ **[120]** per week

full grooming care;
show preparation once each week;
boxing assistance once each week;

Exercise hacking out, per hour	\$12
Schooling, per hour	\$30
Attendance on farrier, per hour	\$12
Attendance on vet, senior person, per hour	\$20
, , ,	\$12

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Additional haylage, charged as used	
Additional hard feed, charged as used	
Exclusive use of indoor arena, per hour	\$20
Exclusive use of outdoor arena, per hour	\$12
	\$6

Stable procedures

1. Feed and care instructions

[,].

[].

2. Urgent instructions

01234 56789 .

5 . 00 , 8 . 00

3. Changes of feed

).

4. Parking

5. Use of covered arena

[, ,].

6. Use of other facilities

7. Security

8. Routes and pathways

9. Personal safety

Explanatory notes:

Horse boarding agreement

General notes:

1. This is an agreement which needs no witnesses to the signatures. It is not valid unless dated. You should prepare two copies and ,
2. This document covers many variations of Boarding Stable arrangement. The actual terms of which Boarding Stable version a customer has chosen is important and should be recorded in writing.
3. If a customer “does something stupid” and someone is injured as a result, it is likely that you will be absolved from blame if you have taken reasonable precautions against such an occurrence, such as specifying in this agreement how your customers should behave. If a customer ,
4. Under Australia’s Constitution, each state and territory is responsible for its

ACT

http://www.austlii.edu.au/au/legis/act/consol_act/awa1992128/

NT

http://www.austlii.edu.au/au/legis/nt/consol_act/awa128/

SA

<http://www.legislation.sa.gov.au/LZ/C/A/Animal%20Welfare%20Act%201985.aspx>

TAS

http://www.austlii.edu.au/au/legis/tas/consol_act/awa1993128/

VIC

http://www.austlii.edu.au/cgi-bin/sinodisp/au/legis/vic/consol_act/poctaa1986360/index.html?query=title%20%28

WA

http://www.dpi.qld.gov.au/4790_8557.htm

QLD

<http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/A/AnimalCaPrA01.pdf>

NSW

<http://www.dpi.nsw.gov.au/agriculture/livestock/animal-welfare/codes/aw-code-3>

Paragraph specific notes:

Note: numbering refers to paragraph numbers.

The Facilities list:

2.6 Third party insurance is very useful to you. If

,

“ ”

2.7 Vaccination is essential. It is obviously

“ ”

5 Many “DIY” boarding stables offer partial service or

6 This paragraph may seem very strong, but

,

,

8 A perennial problem for stable owner is what to do with a horse when an owner fails to pay. This agreement assumes ,

,
 ,
 -
 ,

 !

11 This is very strong provision in favour of the rider/employee.

,
 / ,
 - / .

Stable procedures: we suggest this page is used to set out the “ ”.
 “ ”
 “ ” .

End of notes