

AU-AGReqc02

Equine boarding agreement: DIY livery yards

These terms apply to our agreement:

The date is: [date]

I / we, the Stable / [name]
:

My address is: [address]

My contact telephone no is: [number]

The "Stable" address is: [address / the same]

You, the horse owner are: [name]

Your address is: [address]

Your contact telephone no is: [number]

The basic boarding fee is \$[amount] per month

"Facilities" means the facilities described in Schedule 2.

The "Services" are: whatever services we offer to you from time to time. Schedule 1 to this agreement is

.

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

The farrier we prefer to use is: [name, address and tel]

Horse details are:

Registered name: [Name]

ID card issuer: []

ID card number: [Number]

Height and colour: [Height] [Colour]

Approx date of birth: [dob]

Feed regimen required: []

Date teeth last filed: [date]

Special vet requirements:

Other information or requirements:

Terms of the Agreement

By signing a copy of these terms,

1. The boarding

- 1.1. This agreement is for the horse detailed above.
- 1.2. We will change our prices from time to time. When we do so, new prices apply from the

2. Your warranties

You warrant that:

- 2.1. your horse is free of disease;
- 2.2. your horse has no known vice;
- 2.3. your horse has no behaviour problem that you have not
;
- 2.4. you have an adequate level of knowledge of horses to be able to own,

3. Your use of 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:

- 3.1. comply with the Stable procedure we have set out in Schedule 3 for safe and efficient running of the Stable.

- 3.2. comply with our reasonable suggestions in respect of
;
- 3.3. accept full responsibility for the personal safety of yourself and any
person ;
- 3.4. keep tack, feed and any other possessions we may allow you to bring
on the , ;
- 3.5. look after all walls, fences, gates, locks, and
;
- 3.6. 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
.
,
;
- 3.7. have your horse vaccinated at appropriate intervals against equine flu
and tetanus. **If you are unable to show proof of** ,
;

and you must not:

- 3.8. come onto the Stable whilst under the influence of drugs or alcohol and
you agree that our staff will
;
- 3.9. bring a dog or other animal ;
- 3.10. do, or allow anyone else to do, anything which might invalidate any
insurance policy covering the
;
- 3.11. leave any rubbish on the Stable;
- 3.12. bring onto or allow to remain on the Stable any animal infected
;
- 3.13. bring onto or store on the Stable any goods whatever except tack,
rugs, ;
- 3.14. contaminate or obstruct any waterway running through or
;
- 3.15. waste water.

4. Use of Facilities

- 4.1. The fee we
- 4.2. You may use
- 4.3. You may pay for exclusive use of [, ,].
- 4.4. You may also use a Facility free “as available”, so that you may not use
- 4.5. Whether paid or free, your use the Facilities entirely at your own risk.
- 4.6. If you move jumps or other equipment for your use,
- 4.7. You may not engage a professional teacher to provide ;
- 4.8. Use of

5. Use of services

You may use a reasonable amount of ,

6. Care of your horse

You undertake:

- 6.1. to deal with your horse ;
- 6.2. not to leave ;
- 6.3. to tie up ;
- 6.4. to provide necessary veterinary, farriery and dental care for your Horse. It is not part of the service we , .

7. Limit of our responsibility

7.1. You are responsible for the care of your Horse, which must include:

7.2. If at any time, you fail to provide horse care services which are your responsibility under this agreement,

7.3. If you fail to provide an acceptable level of care, and we believe it is in

7.4. If at any time, you ask

7.4.1 you must give us the name,

7.4.2 you remain responsible not only

7.5. We are never responsible for the careless

;

7.6. We do not lend

8. Veterinary and medical call out

8.1. If in our absolute discretion, it is necessary to call a vet to attend on your horse, then we may do

8.2. In the event of injury to you or any person brought onto the Stable by

9. Failure to pay our fees

9.1. All boarding bills are payable 4

9.2. Extra items include not only the items specified in Schedule 1 but also items

9.3. You may not ride your

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

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

/

/

10. Horse Owner's responsibility and indemnity

10.1. If damage is caused by you or any

,

10.2. If you are not able to make good within seven days, or whatever shorter period is

,

10.3. You agree to indemnify us against all costs claims and expenses

11. Termination

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

,

11.2. The termination of

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

11.4. You agree that we may take and sell for

12. 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

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

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

13. Disclaimers and limitation of liability

13.1. You alone are

13.2. If at any time, you fail to provide horse care services which are your responsibility under this agreement,

13.3. Each horse has a different personality and behaves in its own way towards people and other horses.

13.4. If you fail to provide an acceptable level of care, and we believe it is in

13.5. We are never responsible for the careless

13.6. Our Services are provided "as is".

13.6.1 useful to you;

13.6.2 of satisfactory quality;

13.6.3 fit for a particular purpose;

13.6.4 available or

13.7. We accept no responsibility

13.8. you agree that in any circumstances when we may become liable

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13.9. Except in the case of death or personal injury, our total liability under this

[\$ 2 , 000].

13.10. We are under no obligation to insure anything

13.11. We shall not be

:

13.11.1 indirect or consequential loss; or

13.11.2 economic loss or other loss of turnover,

13.12. This agreement does

13.13. If you become aware of any breach of any term of this agreement by

[
].

14. Safety

We are not your carers. We are not responsible for your failure to take care of yourself or the

:

14.1. supervise any child you bring onto the Stable;

14.2. wear a safety

;

14.3. wear appropriate shoes

;

14.4. drive your car or

;

14.5. avoid sudden movements and loud noise among horses;

14.6. do not approach any

;

14.7. manage your horse carefully while in your control.

Signed by the parties:

Schedule 1: Services and prices

Note: this is an example only. You will have

DIY Boarding

horses **\$[45] per week**

Ponies **\$[40] per week**

Includes weekly 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

horses **\$ [75] per week**

Ponies **\$ [65] per week**

Includes weekly provision of;

:

standard portion of hard feed;

and service on agreed days of:

feeding and watering twice each day;

turnout (except in very wet weather);

Additional items

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

Worming, inc supply of dose	\$10
Clipping - trace or similar	\$20
Clipping - full	\$35
Additional shavings, per bale	\$5
Additional hay, per bale	\$4
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

Schedule 2 The Facilities

[, . :]

The indoor riding school

The outdoor arena

The cross country course

Dressage arena

Show jumps anywhere]

Schedule 3 - 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

[, , 24] .

6. Use of other Facilities

7. Security

8. Routes and pathways

Horses may not be taken down the narrow way between blocks B and C.

Explanatory notes:

Equine boarding agreement: DIY livery yards

Paragraph specific notes:

Notes on specific paragraphs

1. The Boarding

The basic contract. No comment.

2. Your warranties

We want to protect you against other people's problems. The last point is difficult to prove or define, but in case of accident it would help to protect you against a claim

3. Your use of Stable

This is a menu for you to choose, delete, or add, as you think best. If you can think of anything

Third party insurance is very useful to you. If someone else causes an accident, you may well be included as a prospective defendant on the basis of occupier's liability. Proper insurance by the "guilty" party will

Vaccination is essential. It is obviously sensible to keep diseases off the Yard. It may also be important to be able to "pass on" an legal claim against you for

4. Use of Facilities

Again we have provided a

5. Use of water and electricity

Self explanatory

6. Care of your horse

You should edit this paragraph to

7. Limit of our responsibility

Self explanatory protection for you.

8. Veterinary call out

This para may seem very strong, but in the event of an epidemic or a notifiable disease, the Yard

9. Failure to pay our fees

This is always a difficult issue since the yard owner is obviously responsible for the welfare of every horse on the yard, whether or not the owner pays. This agreement assumes payments are in advance, so that the period of any customer default is as short as possible. Subject to that, the

10. Horse Owner's responsibility and indemnity

Damage to property would be a breach of this agreement without this provision, but this makes it quite clear and enables you to get the

11. Termination

Another perennial problem is clients who leave half their gear

12. When we ride your horse

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

13. Disclaimers and limitation of liability

Self explanatory protection for you.

14. Safety

No doubt you will have safety notices around the yard.

It is beyond doubt that certified riding helmet can

At first glance it seems sensible to demand that everyone should wear a helmet when riding on

We have therefore used

Please note however, that you would certainly

The Schedules

We have no comments on these.

End of notes