

BOARDING CONTRACT BOARDER



TODAYS DATE: _____

BOARDER INFORMATION

BOARDER _____

ADDRESS _____

CITY _____

POSTAL CODE _____

PHONE _____

EMAIL _____

EMERGENCY CONTACT _____

PHONE _____

OFFICE INFORMATION

EMAIL TO: office@pghorsesociety.com

PHONE: 250 563 2200 or Deb at 250 649 8410

BOARDED HORSE INFORMATION

NAME OF BOARDING HORSE: _____

BREED: _____

SEX: MARE / GELDING _____

HCBC# _____

AGE: _____

COLOR: _____

REGISTRATION# _____

VETERINARY: _____ PHONE NUMBER: _____

EMERGENCY CONTACT: _____ PHONE: _____

PLEASE LIST ANY NAMES THAT MAY BE ON THE GROUNDS (FAMILY MEMBERS ETC.) OR ANYONE THAT MAY BE INVOLVED IN THE CARE OF THE HORSE ALONG WITH HCBC NUMBERS: _____

BOARDING PERIOD

START DATE:

END DATE:

A – Boarding Fees ** Please select your boarding options below		Non-User Group Rate	Total
Base Fee: Includes Paddock with Shelter; Hay Stall; (Room for tack trunk – if available)		<input type="checkbox"/> \$290	
Add-On: Millennium Stall – October 1 to April 30		<input type="checkbox"/> \$ 65	
Add-On: Draft Stall – October 1 to April 30		<input type="checkbox"/> \$ 30	
Add On: Additional Hay Storage		<input type="checkbox"/> \$ 35	
Add One: Trailer Parking		<input type="checkbox"/> \$ 25	
DISCOUNT: Annual Boarding Agreement (12 Months)		10% Discount	
DISCOUNT: Seniors Discount (65+)		10% Discount	
DISCOUNT: Boarder provided shelter		20.00 Monthly Discount	
		Monthly Board Sub-total	
		Plus: Facility Improvement Fee – 2.5%	
		GST	
		TOTAL MONTHLY RATE PAYABLE	

DEPOSIT DESCRIPTION	REQUIRED AT TIME OF BOOKING
Damage/ Cleaning Deposit - \$100.00 Date Paid	
ASSIGNMENT DESCRIPTION	NUMBER ASSIGNMENT
Paddock Assignment Number	
Stall Assignment Number	
Hay Stall Assignment Number	
Tack Box Assignment Number	
HCBC # Expiry Date:	
PGHS Orientation Session Completion Date	

BOARDING CONTRACT



BOARDING AGREEMENT

BETWEEN

Hereinafter referred to as the "Boarder"

AND

The Prince George Horse Society

Hereinafter referred to as "PGHS", "the Facility" or "the Society"

Whereas

1. The Prince George Horse Society leases from the City of Prince George and operates an agricultural facility that has a complex of barns, hay storage areas, an indoor arena, and outdoor arena and an outdoor warm-up ring.
2. The boarder owns or uses a horse called _____ (hereinafter referred to as "the horse") with the legal description noted on page one (1) of this agreement.
3. The boarder has submitted an application to the Prince George Horse Society to board the said horse on a monthly basis.

Now therefore in consideration of the mutual covenants hereinafter contained, the parties agree to the following;

Term

The board commits to board the said horse on a monthly basis from _____ to _____.

Fees

The boarder agrees to pay a monthly fee of \$_____ to the Prince George Horse Society for the term of this agreement by the 1st of each month.

Interest of 2% will be charge per month on past due accounts. In the event hat payment is not received within thirty days from the date of invoice or the date on which payment for space became due, actions will be taken to collect arrears through *the BC Livestock Lien Act*.

Damage Deposit

A \$100.00 damage/cleaning deposit must be paid at the time of signing the boarding contract.

Upon conclusion or termination of the boarding contract, a joint inspection with the board and the PGHS facility manager will be coordinated to inspect all areas rented by the boarder. Any repairs, damage or

cleaning to the boarders assigned paddock, stall, hay shed, and tack box will be deducted from the damage deposit, based on actual labor and material costs incurred to make the necessary repairs. Any repair costs that exceed the damage deposit amount will be billed to the boarder for immediate payment. No interest will accumulate for this deposit.

Boarder Requirements

As a boarder of the Prince George Horse Society, the boarder is responsible for and agrees to the following conditions;

1. That the boarder will ensure that the boarders assigned stalls and paddocks are kept in a clean condition. Stalls and paddocks are to be cleaned daily. If a stall has not been cleaned daily, the facility manager will make one attempt to contact the boarder to have him/her attend the facility to clean his/her stall and/or paddock. If after this attempt, the boarder does not attend to clean his/her stall and/or paddock, PGHS will be assigned to clean the stall and/or paddock and the boarder will be assessed a \$50.00 cleaning fee that will be added to the boarder's monthly boarder fee. A second offense will result in a \$75.00 cleaning fee; third offense will result in a \$100.00 cleaning fee and each offense thereafter.
2. The boarder will ensure that the area outside of their haystall is cleaned on a weekly basis. If this is not done, cleaning fees will be assessed and added to the boarder's monthly boarding fee. Please remember you are responsible for cleaning up after your horse on the arena surface, in the tack-up/holding area and any other areas of the facility.
3. The boarder agrees that they are responsible for cleaning up all manure from their horse that is left in the indoor arena, outdoor arena and in all areas of the PGHS facility. Failure to do so will result in a 25.00 per incident charge that will be applied to the boarders monthly boarding invoice.
4. The boarder understands and agrees that their boarded horse(s) daily care, farrier requirements and veterinary services are the sole responsibility of the boarder. **Due to Covid-19 restrictions, all farrier, vet visits, chiropractic visits are restricted to Millennium Barn #2. If there is a reason why any of these visits require the use of the indoor arena, the manager must be contacted for authorization.**
5. The boarder will maintain a current Horse Council of BC membership during the term of this boarder agreement. The boarders shall prior to the commencement of the boarder contract, deliver a copy of their current Horse Council membership to the PGHS Facility Manager. It is the boarder's responsibility to ensure that the membership is kept current during the full term of the boarder agreement.
6. The boarder agrees that all persons named under this contract must attend a PGHS Orientation Session. Any youth (18 and Under) must attend the orientation session with their parent and/or guardian.
7. The boarder agrees to not consume liquor or smoke within the PGHS facility compound. A \$50.00 fine will be assessed and added to the monthly boarding invoice. More than three (3) violations will result in loss of boarding privileges at the PGHS facility.
8. The boarder agrees that he/she is responsible and fully liable in the event of any incident or injury to a person or their boarded horse, if their boarded horse is ridden or cared for any person, other than

the boarder, with the boarder's consent (expressed or implied). Boarders are encouraged to ensure that anyone riding or caring for their horse has current membership with the BC Horse Council.

9. The boarder understands and agrees that during the time that their horse(s) are boarded and are on the grounds of the Prince George Horse Society, the officers, employees, agents, volunteers, directors and representative figures of the City of Prince George and the Prince George Horse Society shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while at the Prince George Horse Society facility. The owner, and or agent responsible for the boarding agreement fully understands and hereby acknowledges that the Prince George Horse Society does not carry any insurance on any horse(s) not owned or lead by the Prince George Horse Society including but, not limited to, such insurance for boarding or any other purpose for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to the boarding of a horse(s), or for any other reason, for which the horse(s) is/are in the possession of the Prince George Horse Society *are to be borne by the owner*.
10. The boarder agrees to treat all other users of the Prince George Horse Society with courtesy and respect. The boarder will be required to review the PGHS's Code of Conduct and once read and understood, will affix their signature and an indication that they agree to uphold the conditions of the PGHS Code of Conduct.
11. The boarder at no time will undertake activities at the facility which conflicts with the activities and objectives of the Prince George Horse Society without the expressed written permission of the PGHS Facility Manager.
12. The boarder understands that he/she shall have access to the use of the facilities at such times as may be established from time to time by a written or digital schedule provided by the PGHS Facility Manager. Such access will be conditional upon the boarder adhering to and following all rules and regulations, which may now be in effect or hereafter.
13. The boarder agrees to obey all rules and regulations now in effect or hereinafter made by the PGHS and shall obey the generally accepted practices of horse care, management and operations.
14. The boarder, if assigned a tack box area, agrees that tack boxes are to be kept clean by the boarder. The maximum size of the tack box will not exceed 38"w x 32"d x 64"h. Space allocation for tack boxes are allocated by the PGHS Facility Manager and no relocation of tack boxes are permitted with the PGHS Facility Manager's authorization.
15. The boarder agrees to vacate and strip their assigned horse stall by midnight on the 30th of April and transfer their horse to its' assigned paddock. The boarder understands that he/she can transfer their horse to its assigned stall on the 1st of October of each year.

Boarder Assumption of Risk and Liability

By signing this agreement, the boarder is giving up certain legal rights, including the right to recover damages in case of injury, death or property damage, arise out of the boarder of the boarders guest's presence and/or participation in equine activities the Prince George Horse Society facility.

The boarder understands that the boarder will ride and handle, only their own horse(s) and will conduct themselves at their own risk while at the Prince George Horse Society facility.

The boarder takes full responsibility for themselves and for any guest that the boarder may bring onto the Prince George Horse Society facility and will not hold the Society, its' owners, agents, or employees responsible for accident or injury to themselves, their guests and/or agents.

The boarder understands that engaging in equine activities is an inherently dangerous activity and that by doing so, the boarder exposes themselves to dangers both known and unknown. Horses are large unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience the boarder has and no matter what the situation.

The boarder understands that it is the recommendation of the society to wear a riding helmet and utilize other safety gear appropriate to the boarder's level of experience with horses.

The boarder accepts full responsibility for accident or injury to boarder, family members, or guests while at the facility.

The boarder acknowledges that the Prince George Horse Society will not be held responsible for injury or death of Horse(s).

INITIAL: _____

Boarding Services

The following provides an outline of the services that included in the boarding agreement;

1. Use of the indoor and outdoor riding arenas during open riding times posted on the Prince George Horse Society website at www.pghorsesociety.com
2. Tack box storage will be available on a first come first serve basis. A monthly charge of \$25.00 plus GST will be added to the boarders monthly boarding invoice.
3. The Prince George Horse Society will provide two (2) bales of shavings for boarders who are new to the facility, then one (1) bale of shavings per week will be provided to the boarder, at no expense to the boarder. Additional bags of shavings may be purchased if available for \$10 per bag.
4. Security services are contracted by the Prince George Horse Society which provides routine nightly checks of the PGHS facility inclusive of the indoor and outdoor arenas; stalls and paddocks. In addition to security services, the Prince George Horse Society has security cameras monitoring the full facility 24 hours per day.
5. Horse Trailer parking is available at a rate of 25.00 + GST per month. Horse trailer parking is available on a first come first serve basis.
 - a. Boarders have priority over non-boarder for trailer parking.
 - b. All trailers must have current insurance to be parked on PGHS property.
 - c. Boarders must submit the make, model and license plate of their trailer to the Facility Manager.
6. Annual Boarding Fees
 - a. Annual boarding is for a term in 12 months, includes a paddock, shelter, hay storage, and room for a tack trunk (if available)
 - b. Base rate of \$290 less a 10% discount
 - c. Boarders who own their own shelter receive a \$20 discount per month.
7. Cancellation Fees for Annual Contracts
 - a. Cancel within six months of signing your annual contract and you will be charged the

- difference of \$25 + GST per month of actual boarding for an annual contract, plus 30% of the totaled difference amount.
- b. Cancel after six months of signing your annual contract and you will be charged the difference of \$25 + GST per month of actual boarding for an annual contract.
 - c. A one-time administration fee of \$15 + GST applies to all cancelled contracts.
8. Any cancelled contract including month-to-month and annual contracts requires 30 days written notice to the office to the email: office@pghorsesociety.com

Shelters

Shelters are standardly provided in each of the assigned paddocks at the Prince George Horse Society Facility.

Boarders who are assigned paddocks with shelters acknowledges that he/she must personally inspect the shelter and deem it suitable for his/her needs. Maintenance is deemed as, but not limited to, floors, paint and roof. All other repairs will be deemed the responsibility of the boarder as damage.

In the event, a boarder would like to construct a shelter in their assigned paddock, prior approval must be obtained from the PGHS Facility Manager before construction begins. Paddock shelters must meet the shelter standards as set out by the Prince George Horse Society.

All non-PGHS owned on-site shelters are the boarder's responsibility and if the shelter requires repairs and/or maintenance, the costs association must be assumed by the boarder. The PGHS can provide a quote for repairs and maintenance to the boarder upon their request.

Personal shelters and personal effects must be removed within 30 days of vacating the PGHS facility. After 30 days, the shelter and any personal effects becomes the property of the PGHS. The PGHS reserves the right to use the paddock when a shelter is left onsite within the aforementioned 30 days and is not responsible for any damage to the shelter in the interim period.

Boarders who get approval and construct their own shelter in their assigned paddock will be eligible for a \$20.00 per month discount on their month board.

Excepted Out Period

The Prince George Horse Society has within their lease agreement with the City of Prince George, a clause that requires the PGHS to give full access to portions of the PGHS facility for the purposes of the BC Northern Exhibition (BCNE). Please be aware this is a condition of having our wonderful facility in the City and one that we have no control over.

This event is held annually, and will limit facility access for a period of ten (10) day period, commencing the Monday immediately prior to the BC Northern Exhibition in the month of August.

During this period of time, the boarder;

- May have access to their permanent paddocks (but may be asked to use a different paddock during this time), hay stalls and tack box
- Will be required to utilize a temporary shavings bin and manure bin
- Will be required to remove their horse trailer from the site by 6:00 pm on the Sunday before the BCNE
- Will not have use of the community hay storage barn
- Will not have access to draft stalls being used as hay stalls (alternate arrangements to be made prior to BCNE date)

Boarders who wish to relocate their horse from the PGHS facility during this ten (10) day period are required to give notice by the 1st of August to the PGHS Facility Manager

Any complaints or concerns during this excepted out period are to be directed to the PGHS Facility Manager by contacting him/her by cell and/or email. Boarders are discouraged from addressing any issues as such matters are the responsibility of the PGHS Facility Manager to address.

Special Events

As the PGHS Facility is a highly sought out facility to host large equine sporting events and the revenue from these books are important to the financial sustainability of the facility, there will be periods of times where the facility is rented to user groups.

The PGHS Facility Manager will ensure to communicate with the boarder at least two weeks in advance of a major event.

During periods where the facility has been rented for an equine sporting event, it is important for boarders to understand that the facility is then governed under the full insurance of the user group. As such the user group has full and exclusive use of the indoor arena, outdoor riding rings and all stalls that have been booked by the user group.

Should there be any incidents that cause concern to the boarder during times where the facility is rented by a user group, boarders are not to engage in addressing any issues with the renting user group. Boarders are to contact the PGHS Facility Manager by calling his/her cell phone or sending an email. All matters with renting user groups will be address solely by the PGHS Facility Manger.

Dispute/Conflict Resolution Process

Everyone has rights and responsibilities. In keeping with these rights and responsibilities, it is important that every individual and user group associated with the use of the Prince George Horse Society understand that they are responsible for conducting themselves in a way that upholds an atmosphere of civility, diversity, equality and respect in their interactions with each other. It is an expectation of the PGHS that individuals and user groups associated with the use of the Prince George Horse Society facility will ensure to make the facility safe and support the dignity of individuals and groups to uphold these collective rights and responsibilities.

With all public facilities such as the Prince George Horse Society facility, there may be incidents or situation that will require an incident report to ensure the safety and well-being of our boarders and user groups. Examples of reportable incidents would be situations where there are witnessed breaches of facility policies and rules and regulations.

Boarders and user groups are to utilize the following dispute/conflict resolution process so to allow the PGHS Facility Manager to address these situations.

Boarders and user groups are discouraged from attempting to enforce or address incidents and/or situations themselves at it is not their role at the PGHS facility

1. All complaints and/or incidents are to be in writing, directed to the PGHS Facility Manager by emailing office@pghorsesociety.com
2. Anonymous complaints and verbal complaints to the PGHS Facility Manager, PGHS Staff and/or

PGHS Board of Directors will not be addressed.

3. The complaint/incident report shall contain the following;
 - Name and contact information of the complainant
 - Name of individuals involved in the incident
 - Date of the Incident
 - Location of the Incident
 - Time of the Incident
 - Witnesses – indicate names of individuals that witnessed the incident
 - A statement that outlines the details of the incident
4. Once a complaint and/or incident report is filed with the PGHS Facility Manager, the Facility Manager will formally address the complaint/incident. The Facility will contact and interview the complainant, witnesses and will then review the recorded camera system as a means of further collaboration of the filed complaint/incident.

Once all parties have been interviewed and the recorded camera system has been reviewed, the PGHS will meet with those individuals that have been named in the complaint. The PGHS Facility Manager will not disclose the names of the complainants.

After all of these steps are completed, the incident will then be presented to the PGHS Executive Committee who will determine the disciplinary steps to address the founded complaint.

5. To support an environment and atmosphere of civility, diversity, equality and respect, it is important that boarders and user groups who choose to not utilize the formal complaint and/or incident reporting process, recognize that the Prince George Horse Society will not tolerate an environment of toxicity and gossip as a result of non-reported incidents and situations.

Situations that are not report but, result in gossip and damaged relationships at the facility will also be addressed by the Facility Manager and dependent on the severity of the situation, the PGHS Executive Committee and the PGHS Board of Directors.

Furthermore, any boarder or user group that attempts to address an incident/situation in a way that is contrary to what has been outline above, may result in a complaint and/or incident filed against them as a result of their failure to adhere to the PGHS dispute/conflict resolution process.

General

The facility agrees to provide the space set out in this agreement.

The area of the Prince George horse Society or facility grounds means all those lands, premises, buildings and improvement in the City of Prince George, in the Province of British Columbia, known municipality as 4199 – 18th Avenue and legally known and described as;

PID: 014-258-081
Parcel 1, District Lots 2508 and 2611, Cariboo District, Plan 33840

And

PID: 025-188-411
Block C, District Lot 2508, Cariboo District

This contract cannot be assigned, or space sublet without the prior approval of the Prince George Horse Society. If approval is obtained, then the sub-letters will be required to sign a boarding contract and pay seasonal rates. The boarder accepts full financial responsibility as well as responsibility for any and all damages to PGHS infrastructure. Individuals who Sub lease from the boarder must attend an orientation session prior to boarding. All sub-lease contracts must be administered by the Prince George Horse Society and all fees will be payable to the PGHS.

This agreement may be cancelled by either party on 30 days written notice to the other party. In the case of an annual boarder, notice with cancellation fees. In the event that the boarder at the end of such notice fails to immediately remove the horse from the facility, the facility shall be entitled to charge and the boarder hereby agrees to pay an occupancy charge of \$30.00 per day, plus applicable taxes. The boarder may not remove the horse until all sums due under this agreement are paid in full. Upon failure to pay, sale proceedings pursuant to the *Livery Stable Keepers Act of British Columbia* may be initiated by the Prince George Horse Society. Notwithstanding the foregoing, the facility may without notice terminate this agreement for cause, including without limitation, failure or refusal to obey rules and regulations of the facility or non-observance of any of the covenants or provisions hereof.

Failure to comply with any parts of this agreement may lead to immediate loss of use and privileges at the Prince George Horse Society facility.

The Prince George Horse Society follows the Canadian Code of Practice for the Care and Handling of Equines (released July 2013); as such, each boarder is expected to follow this code. Copies are available for download from <https://www.nfacc.ca/codes-of-practice/equine>

Upon signing this agreement, the boarder has subscribed his/her name and the facility has executed this agreement by the hand of its duly authorized agent.

READ THIS AGREEMENT CAREFULLY. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF THIS AGREEMENT AND ITS TERMS.

The Prince George Horse Society and the Boarder have signed this agreement in the manner of the dates set forth below:

Dated this _____ day of _____, 22

PRINCE GEORGE HORSE SOCIETY

BOARDER

Facility Manager: _____

Boarder Name: _____

Facility Manager Signature

Boarder Signature