

# **AGREEMENT TO TAKE AN EQUINE FOR BOARDING**

## **BETWEEN THE UNDERSIGNED:**

Ms Bénédicte LAVAUD, acting in her capacity as manager of the equestrian establishment ÉCURIES DU MOULIN MOREAU, Chemin des Durancières - 17630 La Flotte - Tel: +33 546093234

## **ON THE ONE HAND:**

and

residing at

here in after referred to as "**the owner**", or its representative

## **ON THE OTHER HAND:**

IT WAS AGREED AS FOLLOWS:

The owner puts the horse's

SIRE number:

in the facilities of the Equestrian Establishment, for an indefinite period. Either party may terminate the contract at any time without having to justify its termination. In this case, a period of notice equal to one month from the first presentation of the registered letter indicating the termination of the contract must be respected.

## **OWNER'S WARRANTY**

The owner guarantees that his horse is neither vicious nor dangerous, free of contagious diseases and up to date with his Tetanus, Influenza (flu) and Rhinopneumonia vaccines.

He/she shall hand over to the centre of the Equestrian Establishment on that day the booklet of the above-mentioned horse or, failing that, a photocopy of the booklet with the page of up-to-date vaccinations.

## **OBLIGATION OF THE EQUESTRIAN ESTABLISHMENT**

The equestrian establishment undertakes to care for, house and feed the horse as a "good father", it being agreed that all veterinary, pharmacy, farriery and other costs arising from this undertaking remain the responsibility of the owner and are to be paid directly to the intervener.

The owner mandates the Écuries du Moulin Moreau to request on his behalf, any veterinarian of his choice to treat the horse if necessary and agrees in advance to pay the fees of the practitioner required on his behalf.

The horse is housed either: **outside**

- Hay only
- Hay and cereals

### **In a box, on a litter box:**

- Straw
- Shavings (with a supplement on the initial boarding price)

The horse may be taken out to pasture when weather or health permits from Monday to Saturday. (Unless otherwise stated on the door by the owner)

- in the paddock alone
- in the paddock with 2 horses of the same owner
- in the meadow with other horses on request of the owner

He will be provided with traditional food:

- flaked twice a day (morning and evening)
- hay twice a day (morning in the paddock and evening in the box)

Any other food or feed supplements will be provided by the owner and the doses specified on the ration plate.

PRICE OF BOARD

The owner will pay a monthly pension, including tax, according to the conditions of the accommodation

This price is fixed in accordance with the rates in force at the time of signing the contract; in the event of a price change, the establishment must inform the owner at least one month before the change takes effect. The amount of the board will be paid on the 5th of each month either by cheque, credit card or bank transfer. If the owner intends to share the cost of board with a third party, he/she alone shall be liable for the sums due to the Equestrian Establishment under this contract and its accessories.

ADDITIONAL SERVICES

Appointments with the farrier and the veterinarian, veterinary care, changes of cover are not included in the boarding fee.

INSURANCE

The Equestrian Establishment shall be responsible for insuring the civil liability risks arising from the custody of the horse. In this respect, the owner guarantees that the value of the horse does not exceed 4,000 Euros, which is the limit of compensation set, per horse, by the establishment's insurer.

If not, the owner claims that he has insured himself for the excess value. The owner assumes the risk of "mortality" of his horse.

If he/she wishes to remain his/her own insurer for this risk, he/she shall declare this to the Equestrian Establishment

This declaration is attached to this contract.

**He declares that he holds a civil liability insurance policy "Owner".**

It is understood that the owner waives all recourse against the Equestrian Centre in the event of an accident to the horse that does not expressly engage the professional responsibility of the Centre.

The owner has taken note of the facilities and accepts them in their current state.

As the owners' tack is stored in a room provided free of charge, the owner waives any recourse against the Equestrian Centre in the event of theft or damage to their tack.

USE OF THE HORSE

The owner retains the use of his horse for himself or for any person authorized by him. However, if the horse is ridden as a cover, the normal cost of participation in the cover shall be paid to the Establishment.

The owner's absences will be reported to the manager and the owner will have to duly mandate the licensed person who will be in charge of looking after the horse by written letter and if it is a minor, he/she will have to provide a letter from the parents authorizing the licensed minor to look after and ride the horse in the equestrian centre.

The list of persons authorized to ride the horse is attached to this contract. These persons must be up to date with their annual membership of the establishment and hold a federal licence or personal accident insurance covering the risks associated with horse riding.

Only external teachers appointed by the club are authorized to work in the stables.

TEMPORARY ABSENCES

In the event of the horse's absence, no deduction will be made from the board, but the corresponding ration will remain at the owner's disposal.

The present article "absences" does not apply in the context of the notice of definitive departure of the horse. In the event of an absence of more than 4 weeks, the owner will have to pay the boarding if he intends to reserve his stall.

OBLIGATIONS OF THE OWNER

The owner acknowledges that he/she has read and accepts the provisions of the Equestrian Facility's internal regulations. If the owner fails to fulfil his/her obligations under the present contract or the provisions of the internal regulations, the Equestrian Centre may demand the departure of the horse, fifteen days after a formal notice by registered letter has remained without effect.

Done in duplicate on ....., at .....

The owner,

The Equestrian Establishment