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647 Old Garden River Rd Sault Ste. Marie, ON P6A 0C9 705-253-7871 ssmhpc@gmail.com

## **Strathclair Farm Boarding Agreement**

Please note that this Boarding Agreement arises from insurance needs on the part of Sault Ste. Marie Horse and Pony Club Inc. (SSMHPC) as well as to ensure the Owner and their Horse has a safe and enjoyable stay at Strathclair Farm.

Our facility is a unique riding establishment which is operated on a cooperative, non-profit basis. In order to be able to provide suitable facilities in which the safety and enjoyment for both horse and rider is paramount, and an environment in which horse and rider can learn and grow, it is necessary that we set forth the following minimum standards. All members leasing a stall at Strathclair Farm, hereinafter referred to as "Strathclair" or the "Club", must adhere to these minimum standards. Strathclair promotes the proper care of horses and the sport of riding on a recreational and competitive basis.

Please take your time and read through this document thoroughly. If you have any questions, do not hesitate to ask the Director of Stabling. Once you have read the document, filled in the required information, and signed and initialed in the appropriate places, please give the signature pages to the Director of Stabling for filing.

Completion of this boarding agreement is a requirement of boarding at Strathclair Farm.

Thank you for your cooperation!

***SSMHPC Board of Directors***

*Last Updated November 2020*

*Strathclair Farm*

*647 Old Garden River Rd., Sault Ste. Marie, ON P6A 0C9 (705)253-7871 Email:ssmhpc@gmail.com*

## HORSE BOARDING AGREEMENT

This Horse Boarding Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Sault Ste. Marie Horse and Pony Club Inc. (hereinafter referred to as "the Club") located at Strathclair Farm, and:

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Owner (or Lessee if the horse is leased)

Year of birth (minors only)

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Minors – Parent/Guardian's Name

*(Hereinafter referred to as "the Owner" of the Horse described in Item 2 – Description of the Horse.)*

### 1. INDEMNITY

1.1 Liability Insurance: The Owner agrees to carry personal liability insurance on the Horse while they board the Horse at the Club. It is recommended that the Owner purchase a membership with the Ontario Equestrian Federation (OEF), for their insurance benefits.

1.2 Equine Mortality & Medical/Surgical Coverage: If Owner chooses to purchase mortality and/or medical/surgical insurance coverage on the Horse, please provide the Club with the insurance information below in case of an emergency. This choice remains up to the Owner and is not a requirement for residency at the Club.

### 2. DESCRIPTION OF THE HORSE

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Name

Age

Sex

*(Hereinafter referred to as "the Horse".)*

### 3. BOARDING TERMS

The Horse board will be as indicated on the Boarding Application submitted to the Board of Directors. To ensure the Club can successfully operate given annual operational costs, from time to time, the monthly board rate will change. The Club will provide notice of board rate changes at least sixty (60) days prior to the board rate change coming into effect. Effective September 1, 2020 and every year thereafter, there will be an increase to the monthly board of 2% at minimum. Additional monthly rate changes beyond the 2% may come into effect dependent on the financial status of the SSMHPC.

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### 3.1 Leasing

Should the Owner desire to lease their Horse to any third party, the Owner agrees to request approval from the Board giving at least 1 month's notice prior to start of lease and a copy of the lease agreement. Once approved by the Board, the Owner agrees to give his/her written consent, in person, to such a release prior to giving the Lessee possession of the Horse. No Owner shall PROFIT from boarding or leasing their horse(s) while on property. The maximum number of lessees the owner may have per horse is 2.

### 3.2 Subletting (Subletting to be removed from Boarding Agreement effective January 1, 2021)

Should the Owner desire to sublet their stall, the Owner agrees to request approval from the Board giving at least 1 month's notice prior to start of subletting their stall. Once approved by the Board, the Owner agrees to sublet their stall for NO MORE then 120 days per calendar year.

### 3.3 Damage Deposit

A damage deposit of \$150.00 will be submitted with this boarding contract to Strathclair Farm to secure a spot on the wait list. The damage deposit will be held by Strathclair Farm during the duration of boarding term. If the Owner or Horse is responsible for ANY damage to Strathclair Farm property he/she will attempt to fix the damage to the best of their ability in a timely manner. If the Owner fails to comply, the farm holds the right to put the deposit towards fixing the damage. The Owner must then replenish the \$150 deposit within thirty (30) days. (For return of damage deposit after termination of agreement please refer to 17).

### 3.4 First & Last Board

Payment is to be received in advance of the start of the Boarding Agreement. A late fee of \$2 per day will be charged for payments received after the 1st of each month. NSF or other returned cheques will result in a \$25.00 charge per occurrence plus late payment charges.

3.5 Wait list: A wait list will be managed by the Director of Stabling. The list will be compiled on a first pay-first serve basis. If a stall is offered and the owner wishes to pass, they will remain in the same position on the list. The Board of Directors has the right to refuse anyone on the list at any given time.

3.6 Stall Transfer List: If a boarder wishes to switch stalls, they will provide the Director of Stabling in writing a request to do so. The list will be kept in order of requests received. When a stall becomes available the person at the top of the list will be contacted to move first. Once a move is made, the Owner/Horse will drop off the list automatically.

### 3.7 Mandatory Participation:

As Strathclair Farm operates on a cooperative/non-profit basis, the following require mandatory participation:

- **Farm Upkeep:** ongoing Barn upkeep & maintenance - stalls, sweeping/shoveling, tack & feed rooms, hay loft, shovel/sand entrances), garbage removal from A Barn, B Barn and C Barn (boarder area); contribute to keeping Farm tidy, pitch in where/when needed.
- **Work Bees:** ONE (1) “able body” adult PER stall must be present at each work bee for at least three (3) hours. Work bee dates will be posted at least thirty (30) days prior. Failure to show up to a work bee will result in a fifty (\$50) fine.
- **Pasta Dinner Fundraiser:** Each boarder must sell at least four (4) tickets PER stall. Each boarder will also donate one raffle prize PER stall. Failure to do so will result in a fine.

#### 4. ADDITIONAL SERVICES/LESSONS (Please refer to Additional Services/Lessons Appendix A)

Requests for additional services are to be made through the Director of Stabling.

#### 5. PREVIOUSLY EXISTING/PREDISPOSED CONDITIONS

I have let Strathclair know of any pre-existing conditions or predispositions to conditions (such as founder/laminitis, Cushing’s Syndrome or other metabolic conditions, stomach or intestinal ulceration, or heaves (COPD, etc.) that the Horse has and may adversely affect the health of the Horse while being boarded at the Club.

#### 6. STRATHCLAIR FARM

Strathclair is a riding establishment. As such, all Boarders are encouraged to participate in the lesson programs offered, throughout the year, in addition to any clinics, competitions and camps that may be offered from time to time. Since it is our desire to be able to offer the use of the facilities to the greatest number of people, the following are absolute requirements for horses:

- Stallions, foals or pregnant mares are not permitted to be boarded at the Club
- Horses must be over the age of 2 and able to be safely led, fed, and be on a progressive training program

**Please be advised that all areas of Strathclair Farm should be considered “High Traffic Areas”. As such, we ask you and any of your guests to limit the speed to 15km/h in the lane way, parking lots and all other areas.**

**Please DRIVE SLOWLY AND CAREFULLY.**

All other rules and etiquette, including but not limited to the use of profanity, are in effect notwithstanding their inclusion in this agreement. In addition, barn rules are posted in each barn. There is a volunteer Board of Directors, hereinafter referred to as “the Board”, whose mandate is to make the best possible decisions

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regarding the use, safety, repair and operation of the Club. They will rule upon disputes in regard to this or any other agreement in place at the Club and their decision is considered final. The Board reserves the right to update this, and any other agreements, rules, policies and procedures as deemed necessary and the newest version will supersede all previous versions, agreements, rules, policies, procedures.

## **7. DESCRIPTION OF BOARD (No hay, feed or bedding provided by Strathclair.)**

### 7.1 Probation Term:

The Owner is on a probationary time period of 6 months. At any time, the Board of Directors may terminate this agreement and ask the boarder to leave immediately without warnings.

### 7.2 Responsibilities:

The Owner is responsible for the daily care of the Horse which includes:

- Mucking and cleaning of stall daily
- Provide adequate and fresh water inside and outside daily (Refer to 8.6)
- Have at least 2 weeks worth of hay on site at all times
- Provide adequate feed to horses which is set up for Staff to give daily (Refer to 8)

### 7.3 Turnout:

The Club shall provide staff to do the AM Feed and Turnout and PM Feed & Turn-in for 7 days per week. Please see information in Section 8: Feed Program. The Horse may be turned out daily and the Owner must cooperate in the maintenance of their assigned turnout(s), as well as sharing of outside hay & water. In inclement weather, Boarders can request that their horse be left inside. The Horse will be turned out with other horses of matching temperament/disposition and feed requirements. Turnout arrangements will first be made between boarders. If boarders cannot come to agreements on turnout arrangements, then the Director of Stabling will step in to help decide who goes where. If the Director of Stabling is unsuccessful in rectifying turnout issues, then the issue will be dealt with by the Board of Directors. Turnout placement will then be decided based on the following factors;

- Number of horses in a group to size of paddock/field
- Owner seniority
- Vices (horses with vices such as “not being able to go with mares, aggressive behaviors, etc”) will influence the priority on paddock/field placement

Private turnout is **ONLY** available as space permits. **If space is available**, the Owner can request in writing to the Board of Directors if they do not wish to have their horse turned out with others. This request must be approved by the Board of Directors. The Owner will be responsible for any extra labour costs for ½ day turnout and must prepay in advance.

**There is no guarantee or Owner right for private turnout space at the Club.**

Summer/Winter turnout will be arranged at a meeting held by the Board of Directors each spring/fall. Owner is required to move their horse(s) into their winter paddock as of October 1.

**7.4 Owner will provide:**

- 1) 2 standard water buckets (or 1 large) for inside stall; 1 water trough (heated for winter) per paddock
- 2) 1 feed bin
- 3) Feed containers with tight fitting lids for daily grain rations
- 4) Proper bedding and feed supplies for horse
- 5) Storage containers for grain, treats, etc. must be rodent proof and should be lockable
- 6) Tack box - size not to exceed 4'w x 6' h x 2'd
- 7) Manure/pitch forks
- 8) Other barn supplies as needed

**7.5 The Owner will be provided with:**

- 1 stall
- Storage only for bagged shavings, feed and hay

**8. FEED PROGRAM**

**8.1 All horses must be well mannered and safe enough for Staff to handle.**

If not, then the Owner is responsible for upgrading the Horse's manners within a limited time frame and provides all services (at the Owner's costs) until the Horse is approved for re-admittance to the Feed Program.

**8.2 A.M. Feeds** and Turn out will start at 8:00 am (October 1 - March 31) and 7:00 am (April 1 to September 30)

**8.3 P.M. Feeds** for all Barns will begin at 3:30 pm in winter (November 1- March 31)

**8.4 P.M Feeds** for all Barns will begin at 4:00 pm in spring and summer (April 1- October 31).

**8.5 Services**

- Each Owner is allowed to request two (2) services at A.M. and P.M. feeds. (examples of requests include stable off, rainsheet on, wraps off; boots on) Please note: halters and fly masks on or off do not count as a request. If you need additional services, please consult with the Director of Staffing and a price will be set for an extra fee.
- All feeds are to be set and ready to be given. Staff are not to have to do any prep or add supplements to feed. If feeding beet pulp – it is boarders' responsibility to have ready to feed. No more than 2 feed bins per feed; adding water to feed at time of feed is the only exception.

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### 8.6 Outside Water and Hay:

Is the responsibility of the Owner. For the Horse's well being, Staff will check water levels and if necessary, do a courtesy fill up, after which the Owner will be charged per occurrence. Outside water and hay is a shared chore with other Owners and as such require a cooperative approach. Should any Owner fail to comply with reasonable requests, their Horse(s) will be left inside until there is a resolution and the Owner will be issued a warning.

## **9. FACILITIES (No Smoking on premises as per Corporation of the City of Sault Ste. Marie Bylaw 2003-7)**

There is also no alcohol permitted on the property.

### 9.1 Club Hours            Year-round: 7:00AM until 10:30 PM

If the Owner needs to be at Strathclair outside of regular hours (i.e. sick/injured horse, preparing for show/clinic) they must let the Director of Stabling know in advance. If the Owner is on the premises after hours, they must make sure that all doors are closed and latched as required and lights turned off before leaving.

*Please Note:* The Club hours are not meant to be restrictive, but rather as a measure of safety and security for all the horses and equipment kept in the barn and on the premises.

### 9.2 Doors, Gates, Lights and Water    Please remember to:

- Keep doors closed in winter to retain heat in the barns.
- Keep bottom doors closed in summer to keep out 'extra' animals from the barns.
- Turn lights off when finished using an area – this includes the indoor arena.
- Close all gates to paddocks/turnouts after going through them.
- Close outdoor arena gates when finished riding.
- Keep water taps in closed position as soon as you are done using the water.
- Keep designated lights on by water taps in winter to keep from freezing.

### 9.3 Facilities Usage

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

- Use of barn aisles for grooming/tacking up the Horse.
- Use of the indoor and outdoor arenas outside of scheduled lesson times.
- Use of Boarder's Tack & Feed Areas for storage of gear, feed, and hay as assigned by the Director of Stabling.
- Use of the land for trail riding; care must be taken by Owner/guests of Owner to close all gates properly.

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- Do not ride on property not leased by Strathclair without consent of property owner. Do not ride on the soccer or baseball fields adjacent to Strathclair.

The facilities are always to be kept neat and tidy. If the Owner makes a mess in the aisle-way(s), arenas or yard, it must be cleaned up as soon as possible. All organic type wastes (ie. manure, hay, feed, bedding, dirt, hair, hoof, etc.) is to be disposed of directly on the manure pile; anything else, put in the garbage barrels.

#### 9.4 Facility Damage or Improvements

- Each Owner is responsible for any and all damages done by the Horse to Strathclair's property, i.e. stalls, paddocks, arenas, etc.
- Any and all PERMANENT improvements made to stalls, turn-out pastures, etc. remain the property of the Club and must have the approval of the Board of Directors.
- Each Owner must maintain and repair their assigned stall.
- Each Owner must co-operate in the maintenance of their assigned turnout(s); failure to do so will result in the Horse being left in for safety reasons.

#### 9.5 Indoor/outdoor arenas

- All horse droppings are to be cleaned from the indoor and outdoor arenas.
- The outdoor ring will be closed before heavy frost sets in and opened in the spring at the Board of Directors discretion.
- No horse shall be turned loose in the outdoor ring.
- If a horse is to be turned loose in the indoor arena, constant supervision is required, and footing must be straightened out afterward.
- Strathclair has organized lessons operating throughout the week. These lesson times are for scheduled riders and are posted in each barn and in the arena. This also applies to make up lessons.
- Free riding times are any other times when the indoor arena and outdoor ring are not in use for a Strathclair organized event (i.e. schooling shows, clinics, camps, etc).
- When unscheduled private lessons are going on – all are welcome to ride.
- Lunging in the indoor arena while others are riding is not recommended, however it is sometimes necessary. If you wish to lunge while others are riding, please obtain permission from those riding and complete lunging within 10 minutes.

#### 9.6 Extra Facility Usage

- Walk-In Tack Room: Located at the back of B barn (room for one boarder)
- B Barn Shavings Locker: Located outside B Barn (room for two boarders)

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Extra space will be offered to boarders by seniority. Boarders cannot occupy more than ONE of the extra facility spaces at a time. Once vacant, the extra room will be offered to the next person on the seniority list.

## **10. PERSONAL BELONGINGS**

10.1 Storage of Belongings: The Owner is able to keep their tack, equipment and feed in the Boarder's Tack and Feed rooms. This area must be kept in a neat and orderly manner. Horse blankets (max 3 on the stall front at one time), halters and lead ropes are to be neatly folded if stored on stall fronts. Items intended for turnout should be clearly labeled with the Horse's name.

10.2 Respect of Personal Belongings: Boarders do not have the right to use other boarder's tack, equipment or feed without express permission of the Owner. Stealing from Strathclair or from other boarders will not be tolerated; anyone found stealing will have their Boarding Agreement terminated immediately and will be reported to the Board of Directors.

10.3 Risk of Loss: All tack and equipment (horse trailers included) of the Owner kept on Strathclair's premises shall be at the sole risk of the Owner; who assumes all responsibility for insuring tack and equipment while on Strathclair's premises. Strathclair carries no liability or property insurance for tack or equipment owned by Boarders and stored on the Club's premises.

## **11. HORSE HEALTH**

11.1 Veterinary Records & Vaccines: One (1) week prior to the arrival of the Horse to the Club, the Owner must present to the Director of Stabling, current veterinary records for the Horse proving that the Horse is up to date with all local vaccines required for residency at the Club as well as a record of de-worming events.

11.2 Proof of Ownership: The Owner warrants that he/she owns the Horse, that there are no liens against the Horse, expressed or implied by law. If the Horse is leased, the Owner shall be able to provide proof of lease.

11.3 Health on Arrival: The Owner warrants that the Horse is free from infectious, contagious, or transmissible disease. The Horse may be held in a separate turnout for a period of time upon arrival at the Club for the benefit of the horses already in residence at the Club as well as the Horse; the Club reserves the right to refuse the Horse within this period if it presents symptoms of illness or disease. All new horses are required to be dewormed upon arrival.

11.4 Vaccination & Worming Programs: The Club has a mandatory veterinary schedule that is reviewed annually by both the Algoma Veterinary Clinic staff and the Board. Boarders will receive the new schedule each spring.

**All veterinary bills are the responsibility of the Boarder and payable to the Algoma Veterinary Clinic.**

**11.5 Veterinary & Farrier Services:** The Owner agrees to arrange for all veterinary and farrier services required for the health and well-being of the Horse; all veterinary and farrier services are at the expense and the responsibility of the Owner. If at any point the Club feels that the Horse is not receiving proper care for his health and well-being, every effort will first be made to encourage the Owner to perform such tasks. However, if this is unsuccessful, the Club will arrange for the proper veterinary/farrier services for the Horse; the expenses for such tasks will be invoiced to the Owner separately, payable by the Owner within 30 days of the invoice date. If the Owner wishes to have a veterinarian and/or farrier attend to the Horse without being present themselves, when available, the Club will charge the Owner a handling fee for the event; such fees will be invoiced to the Owner.

## **12. EMERGENCY CARE OF THE HORSE**

In the event of an emergency, the Club will make every attempt to contact the Owner first; if the Owner cannot be reached, the Club has the authority to secure emergency veterinarian and/or farrier care. The Owner is responsible to pay for all costs relating to this care. If at anytime the Owner or Emergency Contact cannot be reached, and due to extreme pain or discomfort due to injury or illness and the attending veterinarian recommends the Horse be euthanized and will state this in a written report: I would like the Club to proceed \_\_\_ or not proceed \_\_\_ with the procedure. I would like to pursue all medical procedures possible and am willing to pay all costs associated up to \$\_\_\_\_\_. However, I understand that this may still result in the same outcome, or natural death of my horse.

## **13. RISK OF LOSS**

While the Horse is boarded at the Club's premises, the Club shall not be liable for any sickness, disease, theft, death or injury suffered by the Horse or any other cause of action arising from or connecting to the boarding of the Horse. The Owner assumes all risks. All costs no matter how catastrophic, connected with boarding are borne by the Owner.

## **14. RIGHT OF LIEN**

The Owner or agent(s) for the Horse shall be jointly and severally liable for all sums due hereunder to the Club. The Owner is put on notice that the Club has the right of lien, as set forth under the Innkeepers Act of Ontario (see Appendix D) and any other applicable legislation in Ontario for the amount due for the board and keep of the Horse and shall have the right to retain the Horse until the amount due of such indebtedness is discharged. The Club shall be authorized to proceed by lien and lien foreclosure, sale,

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legal action or otherwise in order to collect the same, or any combination of the above. Upon sale of the Horse, the Owner and/or agent shall be responsible and liable for any deficiency in unpaid sums.

## 15. AGREEMENTS

The Owner and the Club agree as follows:

- a) The Owner agrees to abide by and conform to all Club Rules and Regulations as determined and posted from time to time by the Club and included herein.
- b) The Owner agrees to execute the Club's Agreement for Release and Waiver, and will ensure all visitors arranged by the Owner to ride the Horse at any time will have first executed the Club's Agreement for Release and Waiver, or had a parent/guardian do so, PRIOR TO RIDING.
- c) The Owner agrees that no guests shall ride the Horse more than two (2) times in a calendar year without paying a full riding membership fee.
- d) The Owner agrees to ensure that no guests shall handle and/or care for the Horse or any horses at the Club without paying for the appropriate membership.
- e) The Owner agrees to wear correct fitting and proper headgear and footwear, and acknowledges the Club requires CSA approved equestrian riding headgear be worn at all times while mounted. If the Owner is a minor (under the age of 18), the parent/guardian signing this Agreement acknowledges that it is Club policy for any person under the age of 18 to wear CSA approved headgear and riding boots with at least a ½ inch heel at all times while mounted on a horse – there are absolutely no exceptions to this policy. It is also recommended that riders wear a crash vest while jumping and trail riding. The Owner agrees to ensure that all guests of the Owner shall abide by these requirements and policies.
- f) The Owner always agrees to using proper tack while mounted with the minimum being a proper bridle.
- g) The Owner agrees to accept full responsibility for the safety of any of his/her visitors and/or riders they may bring to the Club premises.
- h) The Owner agrees to supervise any and all of his/her visitors and/or riders they may bring on the Club's premises and agrees to make understood to them all of the Club's Rules and Regulations. All minors are to be under the supervision of an adult while at the Club. All visitors to the Club, brought by the Owner, shall follow all of the Club Rules and Regulations.
- i) The Owner agrees to take full responsibility for any damage he/she and/or the Horse causes to any Club equipment, buildings, fencing, property, etc., except where reasonable use and/or normal wear and tear are the principle reasons for the damage.

- j) The Owner agrees to hold the Club, the Board, its agents and/or employees completely harmless and not liable for any death or injury whatsoever caused to the Owner, the Horse, and/or any loss or damage to any personal property, including negligence on the part of the Club.
- k) The Owner fully understands that the Club does not carry any insurance on any horse not owned by the Club for boarding or any other purposes, and that the Horse is not covered under any public liability, accidental injury, theft, or equine mortality insurance and that all risks connected with the boarding, or for any other reason for which the Horse is in the possession of and on the premises of the Farm, are to be borne by the Owner.
- l) During the time that the Horse is in residency at the Club, the Owner agrees to not hold the Farm liable for any sickness, disease, astray, theft, death, or injury which may be suffered by the Horse or any other cause of action whatsoever arising out of or connected in any way with boarding the Horse. This includes, but is not limited to, any personal injury or disability the Horse may receive on the Club premises.
- m) Should the Owner desire to lease their Horse to any third party, the Owner agrees to request approval from the Board giving at least 1 month's notice prior to start of lease and a copy of the lease agreement. Once approved by the Board, the Owner agrees to give his/her written consent, in person, to such a release prior to giving the Lessee possession of the Horse. No Owner shall PROFIT from boarding or leasing their Horse(s) while on property.
- n) The Owner acknowledges that, from time to time, the board or lesson rate will change. The Club will provide written notice of board or lesson rate changes at least sixty (60) days prior to the board or lesson rate change coming into effect.
- o) The Owner agrees to make the Club aware in advance if the Owner is temporarily removing the Horse from the premises for any reason (lesson, clinic, show, veterinary appointment, etc.).

## 16. MINORS

If the Owner of the Horse, or the principle rider of the Horse, is a minor (under the age of 18), they must be accompanied and supervised by an adult (preferably a parent/legal guardian) at all times while on the Club's premises (whether riding, grooming, or just visiting) – unless they are a part of a sanctioned Club program. The adult that is accompanying the minor must have read and understood and abide by the Sault Ste. Marie Horse and Pony Club Inc. *Rules and Regulations and Code of Conduct* (see *Appendix B and C*) to this Boarding Agreement (also posted in the barns) and must have also signed the Club's Agreement for Release and Waiver (Appendix E).

## 17. TERMINATION OF AGREEMENT

A notice period of sixty (60) days is required to terminate this Boarding Agreement by the Owner.

Example : You give notice August 1 with your board and letter of termination; you vacate premises September 30; your last month board will be used for your September board. There will be NO REFUNDS FOR LAST MONTH FOR ANY REASON). The Horse may not leave the Club until the account is paid in full. If the Owner chooses to remove the Horse from the Club in advance of month end, no refund will be given from the Club for remaining days in the month. The damage deposit will be returned to the Owner thirty (30) days after departure provided that all assigned equipment, stall, turnout areas are left in good condition and all fees owed have been paid.

Termination of Boarding Agreement by the Club: The goal of Strathclair is to submit to the Owner no more than two (2) warnings to the Owner prior to termination of board. However, the Club reserves the right to notify the Owner within fourteen (14) days at anytime if the Horse, in the Club's opinion, is deemed dangerous or undesirable for a boarding facility and in such case, the Owner is responsible for removing the Horse and the Owner's personal belongings within seven (7) days; and for all fees incurred during the Horse's stay at the Club. The Club also reserves the right to terminate the Boarding Agreement with the Owner at anytime if in the Club's opinion, the Owner has violated any of the Club's rules and regulations or terms of this Boarding Agreement. The Owner will have seven (7) days to remove the Horse and all personal belongings as supervised by the Board.

## 18. MEMBERSHIPS

- a) Memberships are restricted to the Owner or Lessee and their immediate families; Club employees; participants in the Community Riding Program or the Owner's Lessee as pre-approved by the Board.
- b) Any Owner/Lessee renting a stall must have a riding membership.
- c) Owners/riders/Lessees under the age of 18 as of January 1st are to have a parent or guardian that is at minimum an Associate Sponsor member of the Club.
- d) All individuals working around the farm with the horses (i.e. stall cleaning, feeding, etc.) must have an Associate membership.
- e) Membership forms are available in the club house. Fees and forms are to be submitted to the lesson coordinator (pink mailbox in clubhouse)

## 19. CODE OF CONDUCT & DISCIPLINARY ACTIONS

All members of the Club must sign a Code of Conduct form and agree to the acceptable behaviour conditions as outlined in but not limited to Appendix C. It is the Owner's responsibility to be aware of any and all rules and regulations for the Club.

**No member or Owner can approach any person handling a horse on the premises with a complaint.**

**Horses are sensitive animals and redirecting the handler's attention from the horse can lead to a potential accident. It is encouraged for issues to be respectfully resolved between the parties involved first. Barring a satisfactory outcome, any and all complaints should be done in a respectful manner and submitted in a written format to the Board of Directors.**

Disciplinary action will be up to two (2) written warnings from either the Director of Stabling; a Club Board Director, or the Board of Directors. Any subsequent violations will result in the Owner being asked to leave the Club as per terms outlined in Section 17. TERMINATION OF AGREEMENT. Certain disciplinary violations at the discretion of the Board of Directors may warrant the Club asking the Owner to leave the premises immediately.

## 20. ABUSIVE HANDLING OF HORSES

No abusive, cruel or dangerous riding or training will be tolerated at the Club by any Member, Owner, Lesson Student or Staff.

Abuse and cruelty are often presumed to be extreme cases of excessive whipping or beating a horse, persistent or excessive use of spurs, jabbing the bit into the horse's mouth or excessive use of chain shanks. Certainly, these practices are cruel and abusive but in reality, there are situations that, while less dramatic, are no less cruel.

At the Club, cruelty and abuse, with respect to riding and training, are defined as a rider or ground person causing pain and/or unnecessary discomfort to a horse. This may include, but is not limited to:

- a) Repeated and excessive kicking with the leg or hitting with the hand anywhere on the horse's body.
- b) Repeated and excessive pulling, jerking on the horse's mouth.
- c) Abusive use of reins, bits and other auxiliary equipment.
- d) Yelling or other inappropriate use of a loud voice.
- e) Excessive use of whip/rope/chain on horse while either in the saddle or on the ground.

Should such behaviour be witnessed, all members are asked to write down date, time and incident details for submission to the Board of Directors.

**21. SIGNATURES**

This Boarding Agreement represents the entire agreement between the parties and there are no further agreements or promises, verbal or implied, unless specifically stated herein. When the Club 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 subject to the above terms and conditions.

\*\*Please note that signing this Agreement indicates that you have read it in full, understand it, and agree to its terms. \*\*

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OWNER (or Parent/Legal Guardian of Owner) DATE

---

SSMHPC DIRECTOR OF STABLING DATE

**ADDITIONAL SERVICES/LESSONS APPENDIX A**

1. Additional Services:

- Holding of horse for veterinary scheduled days: \$14 per visit. At the sole discretion of the worker. All other services to be arranged with Owner and “fullcare” staff. Staff are to complete outside requests on their OWN time and not during paid hours.

2. Lessons: Weekly English and Western lessons are available at Strathclair by qualified and insured instructors. Please contact the Lesson Coordinator for more details.

**SAULT STE MARIE HORSE AND PONY CLUB INC  
RULES & REGULATIONS APPENDIX B**

1. NO SMOKING anywhere on the Club premises as per City of Sault Ste. Marie Bylaw 2003-7. There is also no alcohol permitted on the property.
2. All Rules and Regulations as per the Boarding Agreement.
3. Respect all Club employees, Directors and other Owners.
4. Only guests with Owners or Staff are allowed in either “A” and “B” Barns with the privately-owned horses.
5. If you turn it on, turn it off. If you open it, close it. If you break it, fix it properly or let the Director of Stabling know.

6. CLEAN UP AFTER YOURSELF AND YOUR HORSE BEFORE YOU LEAVE.

7. Put all gear (personal and Club owned) away after use.
8. Keep tack & feed rooms neat and orderly.
9. Pick up after your horse (i.e. walkways, arenas, etc.).
10. Do not use others' belongings or feed without their consent.
11. Refrain from using foul language. Excessive use of profanity is forbidden.
12. If you have an issue with another Owner, please talk to Owner or Board of Directors.
13. All horses must be de-wormed according to the Veterinary Schedule; turnout groups are to be completed on the same day, all horses on the farm within 2-3 days
14. Staff is available to hold horses for scheduled vet day for a fee. Please see Director of Staffing to arrange for this service. Otherwise it's the Owner's responsibility to be available to hold the Horse.
15. Hay is to be put up in mows between 9am – 4pm to minimize disruptions to daily barn routine.
16. No horses shall be allowed to have permanent studs or corks on the hind feet or shoes on the hind in group turnouts.
17. All horses/ponies should have designated safety halters on while turned out on Club property. Safe turnout halters include all leather, nylon with a leather crown, and halters with a breakaway fuse. It is recommended that halters with a throatlatch snap should not be used.
18. For your safety:
  - NO RIDING without a signed Riding Waiver and Riding Membership.
  - Minors must be supervised at all times.
  - NO ONE shall ride without a helmet, shoes with ½ heel, proper tack and adult supervision (minors).
  - No running or yelling in the barns or riding arenas.
  - No climbing on hay bales or Club equipment.
  - No playing in the haylofts.
  - Leading of horses must be done with a lead rope for safety reasons
  - Many fences are electric and will give you a shock.
  - Do not go into stalls or turnouts with unfamiliar horses.
  - Never leave a horse unattended in crossties, tied to stall, etc. or in arenas or barnyard.
  - Yell "DOOR" or "HEADS UP" prior to entering indoor arena.

See Board of Directors if you have any questions or to be placed on the Stall/Barn Transfer List or Feed Transfer List.





647 Old Garden River Rd Sault Ste. Marie, ON P6A 0C9 705-253-7871 ssmhpc@gmail.com

### Code of Conduct APPENDIX C

I fully understand that it is my responsibility to be aware of any and all posted rules and regulations for Strathclair Farm. This includes but is not limited to the basic responsibilities and expectations as outlined below. Any questions or issues related to this code of conduct will be resolved under the guidance of the Board of Directors.

1. I agree to conduct myself in a professional, responsible and safe manner at all times when using Strathclair Farm facilities and participating in Sault Ste. Marie Horse and Pony Club (SSMHPC) activities.

2. I understand that as a public facility, there is a high level of expectation for acceptable behavior. Therefore, I agree to maintain a demeanor of courtesy and respect when interacting with my peers, Strathclair Farm staff and students, and the public. I also agree to maintain this demeanor when handling my horse or any other on the grounds.

3. I commit that I will follow the appropriate chain of command in a swift and professional manner if I have a question or problem related to, but not limited to, animal care or personnel issues. For the Cooperative Boarding and Lesson Program, that chain begins with the SSMHPC Board of Directors.

4. I realize that it is NEVER appropriate to utter or post disparaging verbiage or pictures on Farm property.

5. I understand all participants deserve a comfortable barn environment, and I agree to refrain from behaviors that may make other participants uncomfortable (i.e. rudeness, screaming, belittling, blatant expressions of physical affection, and excess stereo volume).

6. I acknowledge that inappropriate behavior will be dealt with in an immediate manner. There can be up to two written warnings issued. Following a third violation of the code of conduct, or serious misconduct, the person will be asked to leave the Farm. All decisions are made at the discretion of the SSMHPC Board of Directors.

I, \_\_\_\_\_, have fully read and understand the Farm Code of Conduct. I agree to comply with these rules and responsibilities, as well as the Farm rules and regulations. I understand that if I choose to violate these basic expectations of professional behavior, I can receive written warnings for the first two (2) violations. Any subsequent violations or serious violations will result in the removal of my horse and myself from Strathclair Farm with minimal notice.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of SSMHPC Member

\_\_\_\_\_  
Signature of SSMHPC Director of Stabling

## **Innkeepers Act R.S.O. 1990, Chapter I.7 APPENDIX D**

### **Definitions**

1. In this Act,

“inn” includes a hotel, inn, tavern, public house or other place of refreshment, the keeper of which is by law responsible for the goods of his guests; (“auberge”)

“innkeeper” means the keeper of any such place. (“aubergiste”) R.S.O. 1990, c. I.7, s. 1.

### **Lien on goods for accommodation, etc.**

2. (1) An innkeeper has a lien on the goods of a guest for the value or price of any food or accommodation furnished to the guest or on the guest’s account. R.S.O. 1990, c. I.7, s. 2 (1).

### **Power to sell**

(2) In addition to all other remedies provided by law, an innkeeper has the right, in case the same remains unpaid for three months, to sell by public auction the goods of the guest, on giving one week’s notice of the intended sale by advertisement in a newspaper published in the municipality in which the inn is situate or, in case there is no newspaper published in the municipality, in a newspaper published nearest to the inn. R.S.O. 1990, c. I.7, s. 2 (2).

### **Particulars in notice**

(3) The advertisement shall state the name of the guest, the amount of indebtedness, the time and place of sale, and the name of the auctioneer, and shall give a description of the goods to be sold. R.S.O. 1990, c. I.7, s. 2 (3).

### **Proceeds of sale, application**

(4) The innkeeper may apply the proceeds of the sale in payment of the amount due and the costs of the advertising and sale, and shall pay over the surplus, if any, to the person entitled thereto on application being made therefor. R.S.O. 1990, c. I.7, s. 2 (4).

### **Lien on horses and carriages**

3. (1) The keeper of a livery stable or a boarding stable has a lien on every horse or other animal boarded at or carriage left in the livery stable or boarding stable for reasonable charges for boarding and caring for the horse, animal or carriage. R.S.O. 1990, c. I.7, s. 3 (1).

### **Lien on horses, etc., and power to sell**

(2) An innkeeper, livery-stable keeper or boarding-stable keeper who has a lien upon a horse, other animal or carriage for the value or price of any food or accommodation supplied, or for care or labour bestowed thereon, has, in addition to all other remedies provided by law, the right, in case the same remains unpaid for two weeks, to sell by public auction the horse, animal or carriage on giving two weeks notice of the intended sale by advertisement in a newspaper published in the municipality in which the inn, livery stable or boarding stable is situate or, in case there is no newspaper published in the municipality, in a newspaper published nearest to the inn, livery stable or boarding stable. R.S.O. 1990, c. I.7, s. 3 (2).

### **Advertisement of intended sale**

(3) The advertisement shall state the name, if known, of the person or persons who brought the horse, animal or carriage to the inn, livery stable or boarding stable, the amount of the indebtedness, and the name of the auctioneer, and shall give a description of the horse, animal or carriage. R.S.O. 1990, c. I.7, s. 3 (3).

### **Proceeds of sale, application**

(4) The innkeeper, livery-stable keeper or boarding-stable keeper may apply the proceeds of the sale in payment of the amount due, and the costs of the advertisement and sale, and shall pay over the surplus, if any, to the person entitled thereto on application being made therefor. R.S.O. 1990, c. I.7, s. 3 (4).

### **Limitation of innkeeper’s liability**

4. (1) No innkeeper is liable to make good to any guest any loss of or injury to goods brought to the inn, not being a horse or other live animal, or any gear appertaining thereto, or a carriage, to a greater amount than the sum of \$40 except,

### **except where default or neglect**

(a) where the goods have been stolen, lost or injured through the wilful act, default, or neglect of the innkeeper or the innkeeper’s employee;

### **or unless deposited with him for safekeeping**

(b) where the goods have been deposited expressly for safe custody with the innkeeper. R.S.O. 1990, c. I.7, s. 4 (1).

## **Innkeepers Act R.S.O. 1990, Chapter I.7 APPENDIX D**

### **Conditions of liability**

(2) In case of such deposit, it is lawful for the innkeeper, if the innkeeper thinks fit, to require, as a condition of liability, that the goods shall be deposited in a box or other receptacle, fastened and sealed by the person depositing the goods. R.S.O. 1990, c. I.7, s. 4 (2).

### **Consequences of failure to take charge of goods**

5. If an innkeeper refuses to receive for safe custody, as mentioned in clause 4 (1) (b), any goods of a guest or if the guest, through any default of the innkeeper, is unable to deposit such goods, the innkeeper is not entitled to the benefit of this Act in respect thereof. R.S.O. 1990, c. I.7, s. 5.

### **Copy of section 4 to be conspicuously exhibited**

6. Every innkeeper shall cause to be kept conspicuously posted up in the office and public rooms and in every bedroom in the inn a copy of section 4 printed in plain type, and the innkeeper is entitled to the benefit thereof in respect of such goods only as are brought to the inn while the copy is so posted up. R.S.O. 1990, c. I.7, s. 6.

### **Limitation upon lien of innkeeper, etc.**

7. (1) Subject to subsection (5), where the claim under the lien of an innkeeper upon the goods of a guest exceeds the amount due in respect of one week's board or lodging, the guest may, on payment or tender of that amount, obtain possession of the goods at any time before sale thereof whatever may be the amount due by the guest, unless a provincial judge upon application to him or her otherwise orders. R.S.O. 1990, c. I.7, s. 7 (1).

### **Jurisdiction of provincial judge**

(2) In case of a retention or seizure by an innkeeper, the guest or owner of the goods seized may apply to a provincial judge who may in a summary manner make such order as to the custody of the goods as seems fair under the circumstances, despite the lien created by this Act or otherwise. R.S.O. 1990, c. I.7, s. 7 (2).

### **Offence**

(3) Every person who contravenes subsection (1) or an order made under this section is guilty of an offence and on conviction is liable to a fine of not more than \$500 or to imprisonment for not more than thirty days, or to both. R.S.O. 1990, c. I.7, s. 7 (3).

### **Discretion of provincial judge**

(4) Despite any other provision of this Act, a provincial judge acting under subsections (1) to (3) shall exercise absolute discretion as to the disposal of any matter coming before him or her under the subsections. R.S.O. 1990, c. I.7, s. 7 (4).

### **Application for recovery where goods held by innkeeper**

(5) Where possession of the goods of a guest is claimed by an innkeeper under a lien, the guest or the owner of the goods is only entitled to obtain possession thereof under subsection (1) by an order of a provincial judge upon application made by the guest or owner for such order and after notice of the application has been given in writing to the innkeeper in accordance with the directions of the provincial judge. R.S.O. 1990, c. I.7, s. 7 (5).



# HENRY EQUESTRIAN INSURANCE BROKERS LTD.

P.O. Box 578, 28 Victoria Street, Aurora, Ontario L4G 3L6

Office: (905) 727-1144

Fax: (905) 727-4986

Email: [hep@hep.ca](mailto:hep@hep.ca)

Toll-Free: 1-800-36-36-HEP

or 1-800-565-4321

## ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS  
INCLUDING THE RIGHT TO SUE**

**PLEASE READ CAREFULLY !**

TO: Sault Ste. Marie Horse and Pony Club INC  
(referred to in this agreement as the "Provider")

AND TO: ALL PROPERTY OWNERS (PRIVATE, FEDERAL, PROVINCIAL, REGIONAL AND MUNICIPAL)

On my behalf, and on behalf of any minor children participating in these activities, for whom I am legally responsible, I agree to the following:

### ASSUMPTION OF RISKS

I am aware and understand that activities involving these horses involve many risks, dangers and hazards, including, but not limited to the following:

1. Horses, which are powerful and potentially dangerous animals, may change their behaviour at any time and may, without warning, jump, run wildly, buck, kick, bite or step on people or things;
2. Horses may collide with other horses or objects or trip, stumble or fall even if being led, ridden or attended to;
3. Negligence (which means, in general terms, a failure to exercise ordinary or proper care) of other riders or my or my child's own failure to ride safely, within my or my child's ability or within designated areas and trails;
4. Equipment may fail;
5. Weather conditions can change and can sometimes be dangerous;
6. The nature of the terrain can change and has certain risks associated with it including, but not limited to, exposed natural objects, trees, streams and creeks.
7. The activities can sometimes be in remote areas and injuries or illness may occur and it may be a considerable distance to doctors, hospitals, or any other type of assistance; and
8. Negligence on the part of A PROPERTY OWNER AND/OR THE PROVIDER OR THEIR STAFF. I am also aware that the risks, dangers and hazards referred to above exist throughout the trail, stable, practice and other areas and many are unmarked. I understand and acknowledge that no amount of caution, experience or instruction can eliminate all of the risks involved and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting therefrom.

INITIALS

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Provider providing me or my child with their horses or sleigh riding and other services and permitting my or my child's use of their equipment, and other facilities and the Property Owners providing me or my child with the use of their property (hereinafter collectively referred to as "the Services"), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I or my child have or may in the future have against a Property Owner or the Provider, and their directors, officers, employees, agents, representatives, and volunteers (all of whom are hereinafter collectively referred to as "THE RELEASEES") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I or my child may suffer, or that my or my child's, next of kin may suffer as a result of my or my child's use of the services or due to any cause whatsoever. INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWNED UNDER THE "OCCUPIERS LIABILITY ACT" ON THE PART OF THE RELEASEES.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party resulting from my or my child's use of the services;
3. This Agreement shall be effective and binding upon my or my child's heirs, next of kin, executors, administrators, assigns and representatives in the event of my or my child's death or incapacity;
4. This agreement shall be governed by and interpreted in accordance with the laws of the province of ONTARIO; AND
5. Any litigation involving the parties this Agreement shall be brought within the Province of ONTARIO.

INITIALS

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, FROM THIS DAY FORWARD, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY CHILD, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND/OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Name of Rider (a for	Date of Birth	Signature of Customer parent or guarding must sign children under the age of 19)	Date	Witness
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**THIS AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, DATED, AND WITNESSED BEFORE ANY ACTIVITY WITH HORSES MAY BE UNDERTAKEN.**

We can provide you with helmets and riding boots      Yes       No

I decline to wear a helmet      N/A  
INITIALS

I decline to wear riding boots      N/A  
INITIALS

## **Arena Riding Rules – Appendix F**

**Enter Arena:** The area in front of the gate and the arena track must be clear. Yell “DOOR” and wait for “FREE” response before entering.

**Mounting and Dismounting:** Mount and dismount in designated area or in the center of the arena, not on the track or in front of the entrance gate. Avoid horse accumulation in front of the gate.

**Left Shoulder to Left shoulder:** When approaching another rider head on, pass left shoulder to left shoulder. When in a situation you are unsure of, please call “rail” (outside) or “inside”, etc. so there is no misunderstanding.

**Slower Traffic Inside:** Slower traffic should ride on the inside, faster on the outside. The riders in the faster paces have right of way on the track. A circle must give way to the outside track.

**Down Transitions:** When stopping to make any kind of equipment or clothing adjustments, please move out of traffic and do so in the center of a 20m circle, out of the way.

**Cooling Down:** Stay on the inside track and do not block other riders. Don't ride side by side.

**Space Between Horses:** Do not get too close to other horses. Rule is one horse length (2.5 meter) apart. Horses that kick should have a red ribbon in their tail. Horses that bite should have a red ribbon in their mane.

**7 Riders Or More:** All riders ride the same direction. The oldest or more experienced rider announces change of direction every 10 minutes.

**Use of Jumps/Poles:** Jumps and poles should not get placed on the rail or on 20m circle line. Leave enough space so horses can pass each other. 2.5m between two horses! Clear all poles and jumps after use.

**Cue Quietly:** Whip and voice commands, kissing, and other sounds to cue your horse should be done quietly and away from other horses. Accidentally cueing another person's horse as you ride alongside them could cause problems.

**Clean:** Clean manure in the arena when you are finished riding your horse.

**Lunging:** Only one horse at a time can be lunged in the indoor arena. Lunging time is limited to 10 minutes if other horses are present. Riders/instructors using the arena at the same time must give permission but are not obligated to do so. If there are more than two horses in the ring, no lunging allowed. Immediately stop lunging if your horse misbehaves.

**Emergency Dismount:** If a rider falls off, there is a power failure, and/or a horse becomes loose, all riders must dismount. You must always have contact with your horse when it is in the arena.

**Always Ride Safe:** No dogs in the riding ring. Only riders and instructors are allowed in the riding ring. Please look where you are going and where other people are riding. Ride defensively! If you are unsure vocalize what you are doing. Ride in control. Helmets and riding boots with heel are mandatory.

**Occupancy:** No more than 10 riders at a time in the indoor arena. Please leave indoor arena when you are done cooling down your horse.