

# QUARDREAM EQUESTRIAN CENTRE

## SCHEDULE "A" BOARD TERMS AND CONDITIONS

**ALL BOARDERS MUST HAVE PROOF OF INSURANCE.** Unless otherwise agreed upon, Board at QuarDream Equestrian Centre is by **Quarterly Contract**. At the end of the 3-month period, your contract comes up for renewal. **(NOTE: Board fees subject to change at this time. A Damage Deposit may be required. Contract Termination may also take place at this time).**

QuarDream Equestrian Centre reserves the right to require **additional Board Fees OR a Damage Deposit for Stallions and unruly horses**. Any horse falling into this category will be boarded for a **trial period PRIOR to any set Board Contract**. QuarDream Equestrian Centre also reserves the right to **RETURN ANY UNRULY HORSE at the Customer's Expense**. **ANY stall, equipment or property damage concurred by a stallion or unruly horse will be repaired or replaced at the Customer's expense.**

In the event a Customer has had their Contract terminated, or has been asked to leave the facility, QuarDream Equestrian Centre reserves right to decide on the length of time the Customer will be granted to vacate the premises.

All Board is due **on or by the first of every month**. Payment can be made by either cash or cheque. Payments may be made monthly or quarterly (in advance). **All board paid in advance is subject to a 2% Early Payment Discount**. If you choose to pay quarterly (in advance), you may do so by cash or post-dated cheques.

A **Late Fee of \$10.00** will apply after the first week Board Payment is late. If you know your Board Payment is going to be late, please discuss this immediately with the barn manager. An additional \$10.00 will be charged for every week following. **(NOTE: Continuous Late Payments may result in Contract Termination).**

A **\$25.00 NSF Cheque Fee** will apply on **ALL Returned Cheques**. Please notify the barn manager immediately if a cheque must be held for sufficient funds. The cheque may be held for a maximum of two (2) weeks. After such time, your Board will be in arrears. Late Fee charges will apply. Certified cheques or cash payment will be necessary for ALL Payments to QuarDream as a result of two (2) returned cheques. **(NOTE: NSF Cheques may result in Contract Termination).**

**NOTE: ALL of the abovementioned fees are subject to change upon thirty (30) days prior notice.**

## ADDITIONAL FEE(S) TERMS AND CONDITIONS

Conditioning and/or Training Fees (at an agreed additional monthly rate) will come due with Board Payment(s). All Veterinary care, dental care, farrier work, worming costs, massage therapy fees, and all other additional fees should be paid **within ten (10) days of the Billing Date**. **Interest charges at a rate of 2% will be charged on ALL balances unpaid and overdue for thirty (30) days**. If the customer fails to pay any amount due hereunder for more than thirty (30) days, QuarDream Equestrian Centre may immediately accelerate all other amounts due upon written notice to the Customer. **(NOTE: ANY Unpaid Bills may result in Contract Termination).**

**NOTE: The above mentioned Interest Charges are subject to change upon thirty (30) days prior notice.**

**IN THE EVENT OF A HORES SHOW OR FACILITY RENTAL AT QUARDREAM EQUESTRIAN CENTRE, ANY AND ALL STALLS MAY BE TEMPORARILY UNAVAILABLE.**

## ARRIVAL

The Signed Contract is not effective until approved and executed by QuarDream Equestrian Centre, which **RESERVES THE RIGHT TO REJECT ANY HORSE** at their **sole discretion**, and to **RETURN ANY UNRULY HORSE at the Customer's Expense**. All service programs are subject to availability and QuarDream Equestrian Centre reserves the right to discontinue ANY service program.

The Customer warrants that **the arriving horse is free of all communicable diseases upon delivery to QuarDream Equestrian Centre**. On or prior to arrival, the Customer shall provide a **record of current vaccinations** for Equine Influenza, Tetanus, Eastern/Western Rabies, Potomac Fever and Rhino. The Customer shall also **provide a copy of Insurance Coverage**. **ALL HORSES MUST BE WORMED 48 HOURS BEFORE IT'S ARRIVAL**. If the horse arrives **without records of vaccinations and insurance**, QuarDream Equestrian Centre reserves the right to **NOT ACCEPT the horse** until all of the above-mentioned requirements are met. If the horse arrives **without deworming within the 48 hours**, the horse will be wormed on arrival at the Customer's expense and placed in a stall for 48 hours.

**QUAR DREAM HOLDINGS RESERVES THE RIGHT TO QUARANTINE ANY HORSE UPON ARRIVAL.**

## LIENS

Customer agrees that **ALL OUTSTANDING BALANCES** due for Board, conditioning, training, Veterinary care, dental care, farrier work, massage therapy fees, costs concurred from any stall, equipment or property damage, and all other fees, charges and expenses, pursuant to this agreement shall be paid **PRIOR** to QuarDream Equestrian Centre's release of the Customer's horse. This will also apply in the event of a Contract Termination, or if the Customer has been asked to leave the facility. In the event of non-payment of a Customer's account, unless satisfactory arrangements are in place to settle the account, the Customer grants QuarDream Equestrian Centre the right to sell the said horse(s) in order to recover the indebtedness. Surplus funds will be forwarded to the Customer less the indebtedness and sale costs. If the proceeds are insufficient, the Customer is responsible to pay the balance owing.

## TERMINATION

QuarDream and Customers shall have the option to terminate any agreement in its sole discretion, effective on fifteen (15) days written notice ("Termination Date").

If QuarDream exercises this termination right, in the case of a Boarding Agreement, the Customer shall remove their horse and any associated paraphernalia, subject to QuarDream's right to lien, on the Termination Date, and all Rent shall be apportioned and paid to the Termination Date, and the agreement will be fully and completely ended as of the Termination Date. If QuarDream exercises this termination right, in the case of a Lease Agreement, the Customer shall remove no property, save and except property which was wholly purchased by the Customer and brought to QuarDream by the Customer, any which property shall be removed from the property on the Termination Date, and no money shall be owing to the Customer, and the agreement will be fully and completely ended as of the Termination Date.

If the Customer exercises this termination right, Customers shall make arrangements with QuarDream Equestrian Centre for the removal of their property, and the release of their horse at least **forty-eight (48) hours** in advance. **ALL BILLS MUST BE PAID IN FULL PRIOR TO RELEASE**. The Customer has no right to an apportionment of rent paid. The Customer is solely responsible for determining whether or not the horse is in sufficient condition (healthwise or otherwise) to be moved and for obtaining any necessary blood tests, vaccinations and health certificates, whether through the veterinarians used by QuarDream or otherwise.

## INDEMNITY & RELEASE

**Limited Liability:** QuarDream, its agents, officers, employees and other Persons for whom QuarDream is legally responsible shall not be legally liable for:

1. Damage to or destruction or loss of (i) any property of the Customer entrusted to the care or control of QuarDream; or any of them, or (ii) the Premises or any property in or upon the Premises; or

2. Any bodily injury (including death), personal injury, damages for personal discomfort or illness or consequential injury or damage sustained by the Customer or any of its agents, officers, employees, customers, invitees or licensees or any other Person who may be in or upon the Premises or any other part of the lands, buildings, or property of QuarDream Equestrian Centre;

whether or not caused by (i) QuarDream, its agents, officers, employees or other Persons for whom QuarDream is legally responsible, (ii) the operation, faulty operation, interruption or breakdown of any of the Building Systems or services to be provided by QuarDream or (iii) any act or omission of any other Customer or Guest unless any of the foregoing results from the acts or negligence of QuarDream Equestrian Centre or anyone for whom it is in law responsible.

**Indemnity by Customer:** The Customer shall indemnify and save harmless QuarDream Equestrian Centre against any and all claims, actions, damages, losses, liabilities and expenses (including, without limitation, those in connection with personal injury, damage to property or bodily injury, including death) arising from or out of the use by the Customer of the services provided by QuarDream or the occupancy or use of the premises or any other part of the lands and buildings of QuarDream or occasioned wholly or in part by any act or omission of the Customer, its officers, employees, agents, contractors, invitees, licensees or by any Person permitted by the Customer to be on the premises or due to or arising out of any breach by the Customer of this Agreement.

**Costs:** The Customer shall pay to QuarDream all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by QuarDream in enforcing the terms of this Agreement, or with respect to any matter or thing which is the obligation of the Customer under this Lease, or in respect of which the Customer has agreed to insure or to indemnify QuarDream Equestrian Centre.

**Survival of Obligations:** The indemnity and limitation of liability provisions of this agreement and QuarDream's rights in respect of any failure by the Customer to perform any of its obligations under this agreement shall remain in full force and effect notwithstanding the expiration or early termination of the agreement.