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P.O. Box 691, George 6530 Livery Tel: 044 8713256 Office Tel: 044 8710121 admin@georgeridingclub.co.za

**George Riding Club**

**LIVERY AGREEMENT**

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated

the\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_\_ made by and between ***George Riding Club Livery Stables***, hereinafter referred to as “LIVERY”, providing services as an independent contractor, located at ***George Riding Club,*** ***Glenwood Ave, George*** and

(Owner’s name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at

(Owner’s address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “OWNER”. These parties warrant that they have the right to enter into this AGREEMENT.

(NOTE: This contract may be attached to a loan agreement and the “owner” in this case is also the “borrower”)

1. FEES, TERMS AND LOCATION

In consideration of ***R\_2800.00\_*** per horse/pony per month paid by OWNER in advance on the First day of each month, STABLE agrees so board the herein described horse/pony on a month-to-month basis

commencing ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_***.

Partial months boarding shall be paid on a pro-rata basis based on the number of days boarded in a standard 30/31-day month.

Roughage and concentrates will be charge extra per month, depending on horse / pony consumption, this will be subject to market related prices at the time of purchase.

Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of R50. Fees received after the sixteenth will be subject to a late fee of R100.

1. DEPOSIT

A refundable deposit of R2000 is payable on signing of contract. Deposit will be refunded 14 days after horse leaves if no fees are outstanding.

1. GEORGE RIDING CLUB MEMBERSHIP

All livery clients shall be fully paid-up members of George Riding Club

1. DESCRIPTION OF HORSE/PONY

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Colour: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration/Tattoo: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sex: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Passport No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance Carrier, Policy and phone number (if applicable):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

1. FEED AND FACILITIES

LIVERY agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and wellbeing of the horse/pony.

Stable: According to size required for each horse i.e., Pony, Medium or large Stable, cleaned daily

Turn-out: provided daily, weather permitting, in large paddock only, with rest of herd.

Grooming: By grooms on a daily basis.

Feed: a balanced feed will is provided twice a day including a hay net at night and fresh water available in the stable and paddock.

Farrier: To be arranged by OWNER every 4-6 weeks payable by the OWNER.

OWNER must provide and replace, if need be, without fail, the following for use by said horse:

Halter,

Water bucket, hay net, feed bin and plastic tub for dishing up feed,

Blanket, rain sheet/blanket, light blanket, day sheet or Fleece blanket, full grooming kit in a bag

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Furthermore, it is expressly recognised and understood that the boarding of said horse/pony, as agreed herein, is not a personal services contract and accordingly, any services provided for hereunder may be performed by LIVERY or its employees, officers, agents and/or family members.

The OWNER shall be solely responsible for the exercise of the horse, it is expressly understood by OWNER that the horse/pony will be turned out unless a schooling/ exercise program as stipulated below, is agreed on.

1. VACCINATIONS

Upon arrival of horse to LIVERY proof of current, AHS, Equine Flu and Tetanus vaccinations is required.

The LIVERY will manage and arrange vet to administer AHS and Tetanus once a year, Equine Flu every six months, and worming at least every 3-4 months subject to change in grazing and subsequent worm count, unless OWNER prefers to make own arrangements.

The OWNER will be held responsible for the vet cost, vaccine and other costs e.g., travelling

regarding the vaccinations.

1. RISK OF LOSS

During the time that the horse/pony is in the custody of LIVERY, LIVERY shall NOT be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse/pony. This includes, but is not limited to, any personal injury or disability the horse may receive while on LIVERY’s premises. OWNER fully understands and hereby acknowledges that LIVERY does NOT carry any insurance on any horse/pony not owned by LIVERY, including, but not limited to such insurance for boarding or any other purposes, for which the horse/pony is covered under any public liability, accidental injury, theft or equine mortality insurance, and that ALL risks relating to boarding of horse/pony, or for any other reason, for which the horse/pony is in possession of LIVERY, are to be borne by OWNER.

The LIVERY shall not be liable for any loss, damage to, or theft of any tack or equipment or property of the OWNER, stored or left in the STABLE’s Tack Room or anywhere else on the premises of the LIVERY.

The OWNER accepts full responsibility for his/her guests and/or invitees, and the LIVERY shall therefore not be held responsible for any damage to, injury or death of any person related to or under the OWNER’s supervision on the premises of the LIVERY, resulting from any situation or incident regarding any horse, regardless the ownership, the LIVERY and its employees or any other person on the premises of the LIVERY.

1. HOLD HARMLESS

OWNER agrees to hold LIVERY harmless from any claim resulting from damage, injury or death caused by said horse/pony, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by LIVERY in defence of such claims.

1. LIABILITY INSURANCE

OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and LIVERY from any and all claim(s) arising out of or relating to this AGREEMENT.

1. EMERGENCY CARE

LIVERY agrees to attempt to contact OWNER, at the following emergency telephone number

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), should LIVERY feel that medical treatment is needed for said horse/pony, provided however, that in the event the LIVERY is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by LIVERY, LIVERY is then hereby authorized to secure emergency veterinary care and/or farrier care, and by any licensed providers of such care who are selected by LIVERY, as LIVERY determines is required for the health and well-being of said horse/pony. The cost of such care secured shall be due and payable by OWNER within fifteen days from date the OWNER receives notice thereof, provided however, that LIVERY is authorized to arrange direct billing by said care provider to the OWNER.

1. STABLE RULES

OWNER hereby acknowledges receipt and understanding of the current LIVERY Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules and accepts responsibility for the conduct of his/her guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

(See attachment 1)

LIVERY may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in LIVERY’s sole discretion, of OWNER or OWNER’s guests and invitees to abide by LIVERY Rules may result in LIVERY declaring OWNER in default hereunder and result in termination of this AGREEMENT.

1. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 9. STABLE Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred because of said default. Any payment due LIVERY under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due dates shall place OWNER in default hereunder. Acceptance by LIVERY of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

1. ASSIGNMENT

This AGREEMENT may NOT be assigned by OWNER without the express written consent of LIVERY.

1. NOTICE OF TERMINATION

OWNER agrees that thirty (30) day notice shall be given to LIVERY as to the termination of this AGREEMENT.

1. RIGHT OF LIEN

OWNER is put to notice that LIVERY has and may assert and exercise a right of lien for any amount due for the board and keep of said horse/pony, and also for any storage or other charges due hereunder, and further agrees LIVERY shall have the right , without process of law, to attach a lien to your horse/pony and or equipment after two (2) months of non-payment or partial payment and LIVERY can then sell horse/pony to recover its loss.

1. SPECIAL INSTRUCTIONS TO LIVERY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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THIS AGREEMENT IS SUBJECT TO THE LAWS OF SOUTH AFRICA

Executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the date first set forth above

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Province: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Nr: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STABLE RULES**

***General Rules***

1. SAFETY FIRST!!!!

2. HORSES ARE NOT PETS!!!!

3. ABSOLUTELY NO SMOKING while in or around the stables, tack room or feed room or while riding or handling any horse whatsoever.

4. All stable boarders, horse owners, visitors, invitees, and horse caregivers who ride, lead, feed or groom a horse must sign a Release and Hold Harmless/Indemnity form – no exceptions!

5. Livery has a zero-tolerance policy for abuse of any animal or person.

6. Always keep all gates closed unless otherwise informed

7. If you are the last person at the stables at night, please make sure the barn lights are switched off, outside lights are switched on, and the tack room locked.

8. Owners, boarders, and riders must please report any damage to stables, gates, fences, lunge ring and arena.

9. Children are the responsibility of his/her parents and must always be supervised

10. Children are not allowed to run, make unnecessary noise, or disturb or spook the horses.

11. If you ride, you must also groom it afterwards to remove all saddle and bridle marks. Any person leaving any horse/pony dirty after riding or exercising it, will be fined R50.00

***In and around the stables***

1. You must always keep your horse under control. No loose grazing will be allowed around the stable area.
2. Please pick up and put away tack and other equipment when you are done using them.
3. Please do not use or handle other boarders’ tack, equipment or horses without their permission and confirmation to stable. Please do not give treats to any other horse but your own except carrots.
4. You are responsible for storing and securing your own equipment. If you are concerned about theft, please take your equipment home when not in use.
5. When you are done grooming or washing your horse, please remove all manure, hoof pickings and hair and dispose in proper manner.
6. Please do not tie your horse unless he/she is trained to be tied and always with a quick-release knot. Never leave your horse unattended whilst tied. Please do not tie your horse on fences or wooden rails
7. Please do not feed your horse extra feed outside of feeding times as it may upset his/her feeding routine.
8. Please keep the tack room and all other areas clean and neat.

***Riding Safety***

1. All riders must wear a properly fitted riding helmet with a chinstrap securely fastened at all times when riding. Children must also wear a helmet whilst handling any horse.
2. All riders must always wear proper attire, including closed-toe footwear. No sandals allowed
3. Any rider that practice jumping, must always have another adult present.
4. If any rider falls, all other riders must immediately halt their horses and dismount, immobilize the rider, assist the fallen rider in catching his/her horse, and then inform the responsible necessary aid
5. No person or rider will be allowed to go on an out ride alone.

***Going away***

1. If you will be away for any length of time, please inform the stables of your intention and alternative contact details.
2. If someone else is appointed by you to ride or care for your horse whilst away, please inform the stable in writing.

***Accidents and injuries***

1. If you or your horse are involved in or witness an accident or injury, please report to stable immediately so that proper care can be administered.

I have read and accept the above rules

Name (print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_