

**Stabling Agreement  
entered into between**

\_\_\_\_\_ <sup>1</sup>  
herein represented by \_\_\_\_\_ <sup>2</sup>  
(Hereinafter referred to as “the Yard”)

**And**

Name: \_\_\_\_\_ <sup>3</sup>  
resident at the following address: \_\_\_\_\_  
\_\_\_\_\_ <sup>4</sup>  
(Hereinafter referred to as “the Client”)

**1. Services**

The Client stables his / her horse, \_\_\_\_\_ <sup>5</sup>, being  
\_\_\_\_\_ <sup>6</sup> at The Yard as follows:

- a. The horse / s will be kept in a suitable stable, which has been inspected by the Client and found acceptable. The exact stable may change from time to time but the replacement stable will be of a comparable and similar standard;
- b. The horse / s will be provided with suitable food and water as determined in consultation between the Client and the Yard from time to time. The feeding of the horse / s will not include any supplementary or specialized food which may be feed to the horse provided it is purchased by the Client and specifically at the Client’s request and at his / her own risk;
- c. The horse will be turned out during the day<sup>7</sup>, subject to weather conditions. In the event of the Yard hosting a show the horse will not be turned out during the day. While the horse is turned out it will have access to suitable grazing or grass and water at all times. The Client acknowledges and accepts that the horse will / will not <sup>8</sup> be turned out together with other animals. In the event that the horse is turned out with other animals, the Client accepts that some minor injuries may result from “horseplay”;
- d. The horse will be groomed at suitable intervals, it being accepted that this may not be on a daily basis. The horse will have its feet cleaned at intervals that ensure that it is unlikely to develop hoof problems;
- e. The horse will be cared for and supervised in such a manner that any change in behaviour and or physical condition and well-being will be noticed daily;

<sup>1</sup> Add the name of your stable yard here. If you do not have a registered separate entity (company or CC) then it will be the name of a person trading as the name of the stable yard. E.g. Mary Black trading as Starlight Stables.

<sup>2</sup> The name of the responsible person must be added here.

<sup>3</sup> The client must be an adult - if the rider is a child the parent’s details must be reflected here.

<sup>4</sup> I would suggest that you request a physical address and not a PO Box, as should you have to litigate against the client you will need a physical address for delivery of notices etc.

<sup>5</sup> Add in full name of horse and where possible the passport number as well.

<sup>6</sup> Add a description of the animal e.g. a 16h1, 14 year old, chestnut, gelding, thoroughbred.

<sup>7</sup> If the horse is not going to be turned out you will need to delete this paragraph.

<sup>8</sup> Delete whichever is not applicable.

- f. This agreement does not include any exercising of the horse by The Yard;
- g. All small cuts, scratches etc will be treated on a daily basis.

## 2. Payment

- a. In exchange for the abovementioned services the Client will pay to the Yard a monthly stabling fee of R \_\_\_\_\_<sup>9</sup>, payable monthly in advance on or before the seventh day of each month.
- b. In the event that the stabling is paid late interest will be charge at the overdraft rate charged by \_\_\_\_\_<sup>10</sup> bank from time to time.
- c. Payment will be made either by bank transfer (proof to be supplied to the Yard), cash or cheque to the representative of the Yard.
- d. Detailed statements of account will be provided to the Client on a monthly basis.
- e. The stabling fee is **exclusive** of the following services:
  - i. All veterinarian costs, including all vaccinations (horse sickness, horse flu and tetanus) and deworming;
  - ii. All farrier costs;
  - iii. All dentist costs;
  - iv. All lessons or other exercising of the horse undertaken by the Yard;
  - v. All costs occasioned by shows, including costs of boxing and grooms;
  - vi. All additional services such as specialized lunging, grooming for shows, plaiting of manes and tails, bathing etc.
- f. All lessons and additional charges will be billed to the Client on a monthly basis. The same payment terms and conditions are applicable to these charges as apply to the payment of stabling charges.
- g. All payments in respect of outings, special courses, shows etc are payable in advance.

## 3. Medical treatment of horse.

- a. In the event of the horse becoming ill, the Client hereby agrees that \_\_\_\_\_<sup>11</sup>, hereinafter referred to as the responsible party, may deal with the horse as follows:
  - i. Assess the horse and telephonically advise the owner of the condition of the horse, in which event the Client will give instructions as to how the horse should be treated. In the event that the Client instructs the responsible party to treat the horse, neither the Yard nor the responsible party will be liable for any adverse effect on the horse;
- b. In the event that the Client cannot be contacted, the responsible party may use their discretion as to the treatment of the horse.
  - i. In the event that a veterinarian is called, all costs occasioned by such treatment will be for the account of the Client, and the Client hereby agrees to be responsible for such costs.
  - ii. In the event that it is deemed unnecessary to call a veterinarian, the responsible party may treat the horse at their discretion, including / excluding<sup>12</sup>the giving of injections.
  - iii. In the event that a veterinarian is not called at the discretion of the Yard, and the horse subsequently dies or suffers further damage, no liability will attach to the Yard or the responsible party.
  - iv. In the event that the horse has an adverse reaction to any treatment administered by the responsible party, no liability in respect thereof will attach to the Yard or the responsible party.

<sup>9</sup> Add the amount of stabling charged.

<sup>10</sup> I would suggest that you include the name of your bank - if your account is overdrawn your bank will charge you interest and this is what the late paying Client should compensate you.

<sup>11</sup> Add the name or names of the responsible persons.

<sup>12</sup> Delete whichever is not applicable.

- c. The Client hereby authorizes the responsible party to:
  - i. Give the horse its annual horse flu injection
  - ii. Have the horse flu injection done by a veterinarian
 (Client to indicate which option)
- d. The Client hereby authorizes the responsible party to:
  - i. Give the horse its annual horse sickness injection
  - ii. Have the horse sickness done by a veterinarian
 (Client to indicate which option)

The Client acknowledges that in the event that a veterinarian does not give certain inoculations, the horse may be excluded from certain shows and from traveling within certain areas.

- e. The Client agrees to be bound by the options selected and instructions given in terms of this document and no change will be effective unless reduced to writing and signed by both parties.
- f. The Client hereby irrevocably indemnifies the Yard and the responsible party against any claims whatsoever arising out of the treatment of the horse.
- g. The Yard and the responsible party undertake to apply the highest standards of care and professional knowledge to the horse and its treatment at all times. This agreement is not an attempt to contract out of gross negligence or willful misconduct.

#### 4. Breach

- a. In the event that the either party breach any of the terms and conditions of this agreement, the aggrieved party shall give written notification to the defaulting party to remedy the breach within three (3) working days of the receipt of the notification of the breach.
- b. In the event that the defaulting party fails to remedy the breach within the specified three (3) days or any further period agreed to by the parties, this agreement may be terminated by the aggrieved party.
- c. In such event, where the aggrieved party is the Yard, it may demand that the Client to remove the horse by a specified date, being not less than two weeks from the date upon which the period to rectify the default expired. In this instance the Yard is to be paid the full amount owing as at the date upon which the horse is removed from the Yard. Where the Client fails or refuses to make such payment the Yard may exercise its right to retain possession of the horse until such payment is made. The parties agree that the Yard may approach a competent court to order the sale of the horse to off set expenses incurred by the Yard but that such sale may not be effected without a court order. Where the sale proceeds are not sufficient to meet the expenses incurred by the Yard, the Yard may institute legal action against the Client for the recovery of additional costs, including attorney and own client costs.
- d. Where the defaulting party is the Yard, and the Yard fails to rectify the default within the prescribed period or any further period agreed to by the parties, the Client may forthwith remove the horse from the Yard. No additional charge will be payable, but the Client reserves their right to proceed against the Yard for any losses incurred by the Client.
- e. Nothing in this clause 4 precludes either party from approaching a competent court for the necessary relief.

**5. Effective Date and Termination**

- a. This agreement will come into effect on the first day that the horse arrives at the Yard.
- b. The agreement shall remain in force and effect until cancelled by either party giving one calendar month written notification of the termination of the agreement.
- c. In the event that the Client wishes to move the horse from the Yard, one months notice is required and regardless of whether the horse remains at the Yard during that month, the full months stabling is payable.

**6. Annual Review**

- a. The stabling fee and others fees will be reviewed and adjusted annually.
- b. In the event that the Client disagrees with the annual increase in fees, such disagreement is to be communicated to the Yard.
- c. In the event that the parties cannot amicably agree on the charges, either party may give the other one calendar months notice of termination with the present and unchanged fee being payable during the notice month.

**7. Instructions**

- a. The Client undertakes to discuss all requirements in respect of the care and treatment of their horse with the stable manager and no instructions are to be given to grooms.
- b. The attached annexure A is to be completed by the Client and handed to the Stable Manager.
- c. All changes to the instructions relating to the care of the horse are to be recorded on a new Annexure A, which is to be dated and attached to this agreement.
- d. The Client undertakes to update all information contained in Annexure A from time to time to ensure the best possible service by the Yard

**8. Duty of Care and Indemnity**

- a. The Yard, the owners and the employees undertake to apply the highest standards of care, treatment and professional knowledge to the horse at all times.
- b. The Client hereby indemnifies and holds harmless the Yard, the owners and the employees against any harm he / she may suffer or which may be suffered by any person accompanying the Client into the yard, or any damage to the horse or any property brought into the Yard by the Client either while on the premises and / or while the horse is being transported by the Yard.

**9. Tack**

The Client acknowledges that the Yard makes available storage facilities for tack however the Client stores such tack at the Yard at his/her own risk and the Yard accepts no liability in respect thereof.

**10. Jurisdiction**

- a. The Magistrates shall have non-exclusive jurisdiction to determine any dispute and these terms and conditions shall be construed in accordance with South African law.
- b. In the event of any difference, deadlock or dispute arising between the parties in respect of matters arising from the agreement, or any breach hereto or its validity or the legal interpretation to be applied, such dispute shall be referred to arbitration, such arbitration to be agreed by the parties,

**11. Notices**

All notices and other communications in these terms and conditions or the Agreement shall be in writing and shall be deemed to have been duly given: when delivered, if delivered by messenger during normal business hours of the recipient; when sent, if transmitted by telex or facsimile transmission (receipt confirmed) during normal business hours of recipient, or on the third business day following mailing, if mailed by certified or registered mail, postage prepaid, in each case addressed as follows

- (i) to the Yard at \_\_\_\_\_<sup>13</sup>  
for the attention of the Stable Manager; or
- (ii) to the Client at the address listed at the commencement of this agreement;  
and/or
- (iii) such other address for the service of notices and communications which either party may have notified to the other in writing.

Thus done and signed at ..... on this the .....day of ..... 200....

\_\_\_\_\_  
The Client

\_\_\_\_\_  
On behalf of The Yard

**Witnesses:**

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

<sup>13</sup> Add the physical address of the Yard or the physical address where the responsible person requires the notices to be delivered.

**Annexure A**

Name of Horse			
Registration number			
Name of Owner			
Name of Rider			
Next of kin			
Medical aid details - rider			
Specialty e.g. jumping, dressage etc.			
Grading, if applicable			
Membership of other organisations			
How often do you intend to ride?			
Do you wish to have lessons, if so with whom and how often?			
Farrier instructions	No shoes	Full set	Half set
Dentist instructions			
Name and telephone number of vet			
Medical Insurance details of horse, if applicable			
Special grooming instructions	Mane		
	Tail		
	Other		
Special instructions regarding feeding			
Other instructions			

\_\_\_\_\_

The Client

\_\_\_\_\_

On behalf of the Yard

Effective Date: \_\_\_\_\_