



EQUINE BOARDING CONTRACT

General Terms, Premises and Conditions

Poudre River Stables, LLC (hereinafter "Stable") agrees to provide boarding for the equine animal commonly known as _____ (hereinafter "Horse") and further identified in the accompanying Application, now made a part of this agreement, and owned by _____, (hereinafter "Owner"), subject to the following:

I. TERM:

The term of this agreement shall be month-to-month. The Stable requires 30 days advance notice in the event of termination of this agreement by Owner. First month's board and security deposit are required in advance. The Stable reserves the right to terminate this agreement without notice in the event of a breach of this agreement or violation of Stable policies by Owner.

II. BOARDING AND CARE:

The Stable is a self-care facility. As such, Owner is responsible for cleaning boarding facilities as well as Horse care and feeding.

III. RATES & FEES:

Monthly boarding rates are posted on the Stable's website or otherwise provided to Owner. Such rates are incorporated in to this agreement. Stable reserves the right to adjust rates without notice to Owner.

Stable does not provide monthly invoices or statements. Monthly board payments are due by the first day of the month. A fee equal to ten percent (10%) of the monthly board shall apply when a payment is not made by the tenth (10th) day of the month.

A thirty-five dollar (\$35) fee shall be charged for each returned check.

Special arrangements (if none, so state): _____

IV. HEALTH CARE AND THE AUTHORITY TO ACT:

Stable will make reasonable attempt to contact Owner at the phone number(s) listed on the Application whenever an issue of the Horse's health arises. In the event that Stable is unable to contact Owner when health issues arise, owner grants Stable authority to approve medical treatment and contract for veterinary services in an emergency. Owner agrees that the decision of what constitutes an emergency is in the sole discretion of Stable. If Stable is unable to contact Owner's preferred veterinarian, as listed on the Application, Owner hereby consents to the veterinarian of Stable's choice, with all fees billed to Owner. Stable shall not be responsible for any costs associated with medical treatment.

Owner agrees to Stable's health care policy, which includes but is not limited to, paste deworming and appropriate vaccinations. Owner agrees to adhere to the Core Vaccination Guidelines as expressed by the American Association of Equine Practitioners subject to written exceptions from a licensed veterinarian. Owner is responsible for all costs associated with health care.

Stable reserves the right to terminate this agreement in the event of Owner's failure to adhere to Stable health care policy or for failure to adequately care for the Horse as determined by Stable.

V. RELEASE OF LIABILITY FOR HORSE

Except for emergencies, only Owner, Owner's vet and farrier as listed on the Application and Stable's staff will knowingly be allowed to lead, transport, care for and/or ride the Horse anywhere on or off of Stable's property. Any other arrangements must be made in advance and in writing. (See procedures for guests as outlined below.)

Constant supervision of the horse is expressly not provided by Stable. Owner releases, waives and indemnifies Stable, its owners and staff, from any liability for any accident, disease or injury to the Horse, including but not limited to death due to any cause, illness, fire, theft, or any liability arising from third-party conduct or negligence. Stable shall be liable for and shall not be entitled to be indemnified from any damages resulting from fraud, bad faith, or gross negligence. Owner also releases, waives and indemnifies Stable, its owners and staff, from liability for any accident, damage or theft of vehicle, trailer and/or tack parked or stored at the property.

VI. RELEASE OF LIABILITY FOR OWNER-RIDER:

Owner agrees the use of Stable property is exclusively at his/her own risk. Stable strongly urges Owners and riders to first inspect the property on foot, to wear a certified helmet and proper footwear. Further, Owners agree to inform Stable staff of any problems or dangerous conditions in writing immediately. Owner hereby releases, waives and indemnifies from liability Stable, its owners, staff and agents, and to hold it and them harmless for any personal injury or property damage sustained while on Stable property whether caused by accident, oversight or any other cause.

WARNING: UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. (C.R.S. § 13-21-119)

VII. ADDITIONAL PROVISIONS AND AGREEMENTS:

- a. Owner is responsible for providing accurate information on the Application and for updating and maintaining current information with Stable.
- b. Owner agrees to treat others with courtesy, to abide by all Stable policies, rules, hours and conditions, and to follow all instructions that may be communicated from time to time, whether orally or in writing. Owner agrees to be responsible for all damage to Stable property done by Horse or as a result of Owner's conduct. Owner shall not be responsible for normal wear and tear. Further, Owner agrees and understands the importance of Stable rules and policies and will enforce these rules upon their guests.
- c. Guests having any direct or even incidental contact with the Horse (or the Horse of any other Owner) must first and without exception sign a release provided by Stable. In addition, guests under 18 years of age must have a release signed by a parent, and wear a safety helmet.
- d. Dogs are allowed at the Stable except for dangerous dogs or dogs with a history of aggression. Owner is responsible for maintaining full control at all times. Owner is responsible for any damages or injuries caused by Owner's dog(s). Owner is responsible for cleaning up their dog's waste. Stable, at its discretion, reserves the right to exclude all dogs or any particular dog from the property.
- e. There is no smoking or intoxicants of any kind allowed in public areas of Stable property, by anyone. There are no exceptions.
- f. Under no circumstances will Stable tolerate cruelty to any animal. Proper authorities will be

notified and Stable, at its discretion, reserves the right to terminate this agreement due to cruelty to any animal.

- g. Dangerous, reckless or inappropriate behavior by Owner or Horse or Guest, whether a threat to life or property or the peaceful enjoyment thereof, and as judged solely by Stable's owners, will not be tolerated.
- h. Violations of the above rules will be considered a breach of contract. Stable reserves the right to terminate this agreement in such circumstances and Owner agrees to remove Horse immediately after such notification.
- i. The written terms of this contract and accompanying documentation shall constitute the complete agreement of the parties. In the event of a dispute between the parties, this contract shall be construed and enforced pursuant to applicable law of the State of Colorado.

VIII. AGISTER'S LIEN:

Pursuant to C.R.S. § 38-20-102, Stable shall have an agister's lien for unpaid boarding fees and for any costs incurred for feeding, keeping, or providing medical care for Horse. Owner understands Horse may not be removed until all fees and costs are paid. Owner shall pay for any costs incurred by Stable in enforcing any lien, including but not limited to reasonable court costs and attorney fees as provided for by statute.

The parties have caused this agreement to be executed on the last date set forth below.

Owner of Horse _____ Date _____

Stable Owner _____ Date _____