

BOARDING AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING
RANCH DOES NOT GUARANTEE YOUR SAFETY OR
THAT OF YOUR BOARDED HORSE.

THIS AGREEMENT, dated the ____ day of _____, 20____, made between TUXON RANCH, LLC with its principal business located at 256 Rancho Milagro Way, Hesperus, CO 81326, hereinafter collectively called "RANCH"; and

Name: _____

Address: _____

Home Phone: _____ Cell Phone _____

E-mail: _____

hereinafter called "OWNER".

1. FEES, TERM & LOCATION.

In consideration of the first months board which is due on the first month/week at the rate of:

A. \$ _____ per horse per month

paid by OWNER in advance agrees to board the herein described horse at RANCH located at 256 Rancho Milagro Way, Hesperus, CO 81326 (the "Property") commencing on _____, monthly board shall be due on the 1st of each month.

OWNER agrees to pay all additional charges set forth in this Agreement upon demand. Late fees will be enforced for any delinquent charges. The board is due on the 1st of each month. You will be charged a Late Fee of \$25.00 per horse/ contract everyday after the 5th. Any board unpaid at 30 days will be charged another Late Fee of \$50.00 and will require payment one month in advance for any further services rendered. There will be a \$30.00 fee for any returned checks.

The RANCH fee schedule may change at any time. Should such change be required, RANCH shall give OWNER no less than 30 days written notice. The RANCH must reserve this right given the changing costs of running a RANCH, including but not limited to the cost of hay, electricity, water, labor, and the like.

On signing this Agreement, OWNER will pay to RANCH the sum of \$_____ as a **security deposit for each horse**. OWNER may not, without RANCH prior written consent, apply this security deposit to the last month's board or to any other sum due under this Agreement. Within 60 days after OWNER has vacated the premises, returned keys and provided RANCH with a current address, RANCH will return the deposit in full or give OWNER an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by RANCH, along with a check for any deposit balance. The OWNER is not entitled to any interest on the security

deposit for the time period during which it is held by the RANCH.

The term of this Agreement shall begin on _____ 20____ and continue on a month to month basis until terminated in accordance with the provision of this Agreement.

*The OWNER has seen **and accepted the property “as is”** and is satisfied with the conditions of said property and any insurance on their horse is the OWNER’S responsibility to purchase from an appropriate company of their choosing. The OWNER also acknowledges and accepts the fact that a representative of the RANCH is **not on site at all times**. The RANCH hours of operation are from _____ a.m. to _____ p.m. 7 days per week.*

2. DESCRIPTION OF HORSE.

- 1) Name _____
- 2) Age _____
- 3) Color _____ Sex _____
- 4) Breed _____
- 5) Vices: _____
- 6) Allergies: _____

Horse #2

- 1) Name _____
- 2) Age _____
- 3) Color _____ Sex _____
- 4) Breed _____
- 5) Vices: _____
- 6) Allergies: _____

3. EMERGENCY CARE.

The RANCH agrees to attempt to contact OWNER should the RANCH feel that medical treatment is needed for said horse. In the event the OWNER is not available to make decisions about treatment, nor can the alternate person be reached the RANCH has the authority to secure emergency Veterinarian care and/or blacksmith care. The RANCH and its employees are hereby authorized as an agent for the OWNER to call the veterinarian and/or farrier.

Dr. _____ Office: _____

Vet Emergency Phone: _____ Cell: _____

And should he/she be unavailable, to call any other licensed Veterinarian that can handle the call. OWNER is responsible to pay all costs relating to this care. The RANCH is authorized to act as OWNER’S agent and to arrange billing to the OWNER. In an extreme emergency situation where transportation to a veterinary office is advised immediately, and the bill can be in the thousands, and you as OWNER cannot be reached you wish the RANCH to:

In the event that a horse needs to be transported to a veterinary office, OWNER is responsible for arranging and paying for transportation.

“Limitations to Emergency Care In the event of an emergency where I cannot be reached, I, the undersigned Horse Owner would like to impose the following guidelines (limits, if any, to type and cost of care and emergency procedures)”:

Do everything possible to save the life of the horse, no matter what the cost or time involved.

Yes No Comment:

Do everything possible to administer aid to the horse, e.g., broken leg, but immediate loss of life not eminent.

Yes No Comment:

Leave the choice to the attending vet as to whether it is feasible to use drastic care measures or euthanize the horse.

Yes No Comment:

Please indicate if you wish a second opinion.

Yes No Comment:

Is there a dollar (\$) limit that you do not wish to exceed in emergency care? e.g., the vet states that leg is broken and may be saved, or that the horse has colic and may be saved by surgery at the farm or hospital, but the initial cost will

be \$XXXX and continued care cost is unknown. Remember that even if there are complications during emergency care and costs exceed this amount, you are responsible as the Horse Owner. Amount \$_____

Comment:

If the horse needs to be transported to a veterinary hospital, who do we contact to move the horse?

Is horse insured? Yes / No Is horse insured for Colic Surgery? Yes / No

Name of Insurer _____

Address _____

Agent Name/Phone No. _____

Other Pertinent Information _____

Farrier _____ Phone: _____

And should he/she be unavailable, to call any other farrier that can handle the call. OWNER is responsible to pay all costs relating to this care. The RANCH is authorized to act as OWNER'S agent and to arrange billing to the OWNER.

The RANCH will attempt to follow the directions of owner regarding emergency care as set forth above and as may be directed at the time veterinary care becomes necessary, however, the RANCH and its owners, shareholders, employees, agents, leaders, instructors, contractors or volunteers shall not be liable for any damages resulting from its failure to do so.

4. FEED & FACILITIES. The RANCH will feed 2-3 flakes of grass or alfalfa hay twice per day (more hay at owners request will be an extra charge). The RANCH will supply water with the cost of board. The feeding of supplements, supplied by the OWNER, will carry no additional charge. There is no feeding of your own horse at any time unless cleared by the RANCH management (this does not include horse cookies or treats). Any and all medications, under a veterinarian direction, to be given or applied to their horse by the RANCH shall be charged for accordingly by the RANCH management and be supplied by the OWNER with instructions on where and how the OWNER wants the medication applied. The OWNER takes full responsibility for the liability of their horse and the medication that is being given to said horse. Please make sure to label and update your stall card with the horse's correct feed / supplement instructions.

5. TRAINING. *The RANCH* will allow certain trainers to provide training services for OWNER and OWNER'S designees as requested. Trainers are not employees of *the RANCH* but are independent contractors to OWNER and OWNER'S designees and will bill OWNER of such designees for such services as requested. *Any* third-party trainer must have their own professional liability policy in place as your policy may not cover any liability arising from their training or advice. Trainer must provide evidence of such insurance of which will be kept on file at *the RANCH*. Otherwise the OWNER shall be solely responsible for the exercise of the animal(s). Outside trainer is required to pay a \$20 ring fee per hour or per horse whichever is less.

6. RISK OF LOSS. During the time that the horse is in custody of the RANCH, the RANCH shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on the RANCH premises. The OWNER fully understands that the RANCH does not carry any insurance on any horses not owed by it. The RANCH carries no insurance for OWNER'S horse for coverage under any public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse is in the possession on the premises of the RANCH, are to be borne by the OWNER. **OWNER is hereby warned that while on the**

RANCH premises, direct loss, damage, theft, or injury to OWNER'S horse, tack, equipment and trailer are not covered by the RANCH insurance. The actual OWNER, having financial interest in such items, must carry his or her own personal property insurance under a homeowner's, tenants or other insurance policy, or under a separate policy as in the case of the loss of a horse.

7. HOLD HARMLESS. In consideration of the RANCH undertaking the board and relating services under the terms set forth herein, OWNER agrees to hold the RANCH and its owners, shareholders, officers, associates, assigns and agents, harmless from any claim resulting from damage or injury caused by said horse or incurred while on the Property to anyone and agrees to pay any legal fees, and/or expenses incurred by the RANCH in defense of such claims. OWNER and all other persons who may ride or handle the boarded horse while at the RANCH shall sign a liability waiver. If any such persons are minor children, the minor child's parent or guardian shall sign the liability waiver.

8. RISK OF LOSS-INSURANCE. OWNER acknowledges that there could be a risk of injury, damages, or loss of life to said horse by keeping said horse boarded. OWNER expressly assumes such risk and waive(s) any claim he or she might state against the RANCH as a result of injury incurred in boarding said horse at the RANCH. OWNER also acknowledges that his or her property, including but not limited to the vehicle, horse trailer, tack and any other property, may be at risk of damage when located in the pasture area of the RANCH. OWNER expressly assumes such risk and waive(s) any claim he or she might state against the RANCH as a result of such property being located in the pasture area.

The undersigned(s) further agree(s) to hold the RANCH harmless for physical injury to others, property damage, or loss of life, which result from the undersigned's horse. It is agreed that during the term of this agreement the risk of said horse shall be assumed by OWNER, and in the event of loss or injury of the horse, OWNER agrees to hold the RANCH harmless from any loss or injury to said horse or humans. It is specifically understood that the RANCH is not providing any type of insurance for the horse or OWNER.

OWNER further agrees to reimburse and pay for any property owned by SHR which is damaged by OWNER or OWNER'S horse. If the horse becomes excessively destructive or the RANCH is unable to handle the horse because of behavioral problems and such inability to handle such horse causes a risk to the horse or to the RANCH and/or any employee, agent, leader, instructor, contractor or volunteer, the RANCH may terminate this Agreement and OWNER must remove the horse from the property within ten (10) days of written notice of such termination pursuant to said conditions.

9. OWNERSHIP AND VACCINATIONS UPON ENTRY ONTO PREMISES and ONGOING VACCINATIONS AND DE-WORMING. OWNER warrants that he/she owns said horse. Horse shall be free from infectious, contagious or transmittable disease. Required: worming, immunization record, negative coggins.

The RANCH may schedule a "clinic" with their primary veterinarian at which time OWNER will have the option to obtain necessary de-worming, vaccinations, oral hygiene, genital hygiene, or what the veterinarian recommends for that time of year.

The RANCH recommends OWNER to follow a de-worming schedule according to the type of de-wormer the OWNER is using and for horse to have vaccinations in the spring and fall of each year. The RANCH will have schedules made for each horse to ensure that nothing is behind or gone without. OWNER agrees to provide proof of such de-worming and vaccinations upon request of SHR, if they are not obtained through the RANCH "clinic".

The RANCH reserves the right to refuse any horse if not in proper health upon arrival. The RANCH reserves the right to notify Owner within 7 days of horse's arrival if horse is in the RANCH opinion, is deemed dangerous, sick or undesirable for boarding at the RANCH. In such case, owner is responsible for removing horse within seven (7) days and for all fees incurred during horse's stay. OWNER shall remain responsible for all fees incurred while horse is at the RANCH.

10. RIGHT OF LIEN. The OWNER is put on notice that the RANCH has a right of lien, as set forth in the law of the State of Colorado, including without limitation C.R.S. § 38-20-101 et seq., for the amount due for the board and keep of such horse, and also for such storage and shall have the right, without process of law, to retain the said horse and all of OWNER'S equipment until the amount of such indebtedness is discharged. Furthermore, OWNER hereby grants a possessory lien against the boarded horse to the RANCH for the value of all unpaid charges resulting from boarding, late fees and rendering any other services to horse. Should such charges go unpaid, the RANCH shall be entitled to exercise the right to enforce said lien according to the laws of Colorado. The RANCH may file this agreement with the county clerk and recorder as provided in C.R.S. §38-20-103.

11. RANCH'S RIGHT TO REFUSE BOARD. The RANCH reserves the right to refuse the continuation of board of any horse, in its sole and absolute discretion, for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which the RANCH is not equipped to handle; OWNER'S refusal to obey the RANCH rules or to cooperate with the RANCH on reasonable requests relative to the management, welfare and safety of animals and people on premises; and, also in event of the discontinuation of the business of boarding horses. In such event the RANCH shall give OWNER ten (10) days written notice to remove boarded horse from premises. OWNER shall remain responsible for all fees incurred while horse is at the RANCH. Failure to pay boarding fees or other charges as due shall also entitle the RANCH to immediately terminate this Agreement, and to keep the animal in SHR'S possession until all fees and charges are paid in full.

12. VISITOR PERMISSION TO HANDLE HORSE. No person other than OWNER and/or OWNER'S family members call for, or seek possession of, the boarded horse at the RANCH, unless such parties shall have written permission to remove, handle, or ride specific boarded horse.

13. AGREEMENT SCOPE AND GOVERNING LAW. This Agreement shall be legally binding upon the RANCH and OWNER and OWNER'S parents and/or legal guardians, should OWNER be a minor, when signed by both parties. This Agreement is entered into the State of Colorado and will be interpreted and enforced under the laws of this state. If any clause, phrase or ward is in conflict with State Law then that single part is null and void, and the remainder of the Agreement shall continue in full force and effect. Any action brought to enforce the terms of this Agreement or otherwise concerning boarding pursuant to this Agreement shall be brought in a court of competent jurisdiction in La Plata County, Colorado.

14. DEFAULT. Either party may terminate this agreement for failure of the other party to meet any material terms of this agreement. In the case of any default by one party, the other party shall have the right to recover attorney's fees and court costs incurred as a result of said default, whether or not any legal action is filed on the basis of such default.

15. ASSIGNMENT. This Agreement cannot be assigned by the OWNER without the express written consent of SHR. The Agreement shall be assigned to any successor-in-interest to the SHR upon sale, assignment, conveyance, or other transfer of the Property.

16. TERMINATION. This Agreement is a month to month tenancy and either party may terminate this Agreement for any reason by giving the other party 30 days written notice thereof. Texts and/or emails are considered

written notice.

17. RULES. OWNER may from time to time post reasonable rules in connection with the operation of its facilities. Such rules shall become a part of this Agreement and any failure to observe them on the part of OWNER or OWNER’S designees, as determined in RANCH’s sole discretion, shall constitute a default under this Agreement.

THIS AGREEMENT IS SUBJECT to the laws of the State of Colorado.

Executed this _____ day of _____, 20____.

“The RANCH”

“OWNER”

By:

Of TUXON RANCH, LLC
256 Rancho Milargo Way
Hesperus, CO 81326
(719) 931-2558

Address

Home Phone

Cell Phone

E-mail Address

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, pursuant to section 13-21-119, Colorado Revised Statute.

Further, all persons designated as OWNER in this Agreement on behalf of themselves and their representatives, heirs and assigns, hereby release, waive, discharge and agree not to sue *the RANCH*, its officers, directors, shareholders, employees, agents, contractors, farriers, veterinarians and trainers and their successors and assigns with respect to any loss or damages, injuries or death to Owner and the horse utilized by them or to any other property of theirs, whether caused by the acts of any such persons or otherwise.

This release specifically covers, but is not limited to, inherent risks of an equine activity which means a danger or condition that is an integral part of an equine activity including, but not limited to, any of the following:

- a. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- b. The unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- c. Hazards, including, but not limited to, surface or subsurface conditions;
- d. A collision with another equine, another animal, a person, or an object.
- e. the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

The term “equine activity” is defined to include, among other things, the activities you engage in at *the RANCH* with respect to the riding and boarding of horses and the term “equine activity participant” includes you identified as “Owner” and other riders and boarders in that regard.

Owner, on behalf of himself and his designees, and their respective representatives, heirs and assigns, hereby releases,

waives, discharges and agrees not to sue Farm, its officers, directors, shareholders, employees, agents and contractors and their successors and assigns with respect to any liability or claim made by any person with respect to the loss, sickness, disease, estray, theft, injury or death of the horse, whether caused by the negligence of Farm or otherwise. Owner also similarly and to the same extent, releases such persons named above from any claims or demands with respect to any first aid, treatment or other services rendered to Owner or Owner's designee or the horse utilized by Owner or Owner's designee in connection with the services contemplated by this Agreement.

Tuxon Ranch Rules and Polices

- No one under 16 years old is allowed unless accompanied by a parent/guardian.
- Hard hats are required for anyone under the age of 18 while riding at all times, unless a waiver has been signed. Heeled shoes and pants are strongly recommended.
- No guests are allowed to ride or handle any boarded horses unless they sign a liability release.
- No dogs are allowed on ranch unless approved.
- Follow proper arena rules/etiquette while riding.
- Hand feeding of any horse is not recommended. Treats should be given in the feed bowl or on the ground
- No food is to be given to any horse other than your own unless additional documentation is completed.
- Keep tack room, barn, stalls, offices, and clubhouse secure and clean. The RANCH is not liable for theft or damage.
- Do not use or handle anyone's horse, tack, or other equipment without explicit permission.
- Visiting Hours are 7:00 am – 9:00 pm 7 days a week. Gates will be closed outside of visiting hours unless members give the RANCH prior notice that they may be coming later or earlier than visiting hours.
- No alcohol or drugs on premises at any time.
- All ranch equipment must be operated by the Tuxon Ranch only.
- If an event is to take place at the Ranch, members may not have access to arenas, lobby, trails, or any part of the facility that will be occupied by said event.
- No guns, fireworks, or other flammable objects.
- No Smoking of any kind on property.
- Noise limits apply to all guests between the hours of 10:30pm and 7:00am.
- Members are required to respect the Ranch at all times. This includes cleaning up trash, keeping stall areas clean, keeping all common areas clean, limiting speeds to 8mph on property, and

information Tuxon Ranch management of any issues or safety concerns.

- Member must work with Tuxon Ranch management and obey all rules and policies while on property.

PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by the RANCH that we should wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmet while riding or being around horses in order to reduce the severity of some of our head injuries and to possibly prevent my/our death from happening as the result of a fall(s) or any other occurrence associated with this activity. We realize that we are subject to injury from this activity and that no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of the RANCH, we are refusing this critical safety precaution.

SIGNER STATEMENT OF AWARENESS

I/we the undersigned, have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.

Dated: _____

Signature of Rider

Signature of Parent or Guardian if Rider is a minor child