

TUXON RANCH
Monthly Membership Agreement

This Monthly Membership Agreement (“Agreement”) is made as of this day of _____ 202__ by and between:

Name _____

Address _____

Phone Number _____

Email Address _____

Copy of Photo Identification

Hereinafter referred to as “Member”, and Tuxon Ranch, LLC, a Colorado Limited Liability Corporation, 256 Rancho Milagro Way, Hesperus Colorado, 81326 (email address _____) hereinafter referred to as “RANCH”.

TERMS AND CONDITIONS

- 1) Membership Monthly Fee: \$300, payable on the first day of each month, in cash, check or credit card. All credit card payments and any electronic payments shall have a 5% surcharge. Ranch reserves the right, from time to time, to revise the amount of the Membership fee, in which event, the above number shall automatically change as of the first day of the month following the receipt by Member of the monthly fee change notice.**

- 2) ACCESS to TUXON RANCH:** The Tuxon Ranch is located at 256 Rancho Milagro Way. Members must comply with all rules and procedures, (including but not limited to those attached hereto as Exhibit A) and understand that Tuxon Ranch is an active equine/event/boarder facility with other guests, private/public events, lodging, camping, and other activities. General access to Tuxon Ranch granted by this Agreement is subject to the specific restrictions and activities being conducted on the facility and the restrictions imposed by Ranch to accommodate same.

- 3) BUDDY PASS:** All Buddy Passes are limited to 2 (two) one day passes per month for individuals. Ranch must be notified in advance of the Buddy arrival and access is dependent upon the Buddy signing all waivers and provide proper identification for safety protocols.

- 4) OUTDOOR STALL USE:** Subject to availability, Member may use one outdoor stall designated by Ranch during their membership period. The stall must be cleaned and maintained after each use by Member and any damage reported to Ranch management and repaired.

- 5) LODGING / RETAIL DISCOUNTS:** Members have access to 15% off all retail pricing for on site lodging and official Ranch merchandise during the months the Member’s membership is paid for in full. Discounts are not applicable to months outside of membership dates. To access these discounts, Member must contact Ranch management.

- 6) PRIVATE OFFICE SPACE: Subject to availability,** a private office space is available for members for conducting calls, performing private work, or for meetings. This private office is considered a shared space and will be available to all members. Member must reserve the space in advance or risk the space being occupied on arrival. To reserve the office, please contact Ranch management.
- 7) RV SPACES:** Each monthly membership includes having access to 2 (two) nightly RV/Camper spaces for Member, friends and family. These spaces are subject to availability and must be reserved within 7 (seven) days prior to using with Ranch management. Member, friends, and family must comply with Ranch policies and respect the property, animals, and other guests.
- 8) CLEAN UP CHARGE:** Member agrees to pay Ranch \$85 per hour for cleanup services if the Tuxon Ranch facilities used by Member are not returned in as good condition, as when Member began to use same, as determined by Ranch in its sole judgement. Member is responsible for all damages to the premises caused by the Member and their guests, Buddies, invitees, employees, agents and representatives.
- 9) PAYMENT: The first monthly membership payment, together with a security deposit of \$_____** Is to be made by Member simultaneously with the execution of this Agreement unless approved under the Special Conditions section of this Agreement. If payment is delinquent, Member will be assessed a monthly charge of 10% of the final billed amount, compounded monthly, until final payment has been made to Ranch. In the interim, Member shall not be allowed to use Tuxon Ranch. If Member fails to make any payments on a timely basis for any reason, Member, in addition to owing the Membership fee, shall reimburse Ranch for any expenses that it incurs in pursuing payment in full, including but not limited to attorney fees, collection fees and court costs.
- 10) CANCELLATION:** Ranch may cancel Member's membership at any time during the month for any reason and must refund the member the unearned portion of the monthly membership fee unless the cancellation is due to the Member being disruptive, not following the Ranch rules and or policies, is conducting illegal activities, or causing potential harm to life and property, in which event no refund shall be due. Member, as a result of executing this Agreement, acquires no property or other rights in Ranch or the Tuxon Ranch, such membership being only a use right during the term of the Agreement.

11) INSURANCE: Member is responsible for maintaining liability, personal insurance, and coverage of personal property pertaining to its membership and use of Tuxon Ranch. Ranch shall be named as an additional insured on all such policies.

12) CONCESSIONS: Unless agreed upon in the Special Condition Section of the Agreement, Ranch shall operate or contract all food and beverage concessions.

13) LIQUOR: No alcoholic beverages of any kind may be brought onto Tuxon Ranch by any person or entity. All alcoholic beverages sold, used or consumed on or at Tuxon Ranch must be purchased and/or served by Ranch or its designee. Failure by Member to comply with this provision and to assist in its enforcement may result in the immediate loss of use of Tuxon Ranch by the Member and the cancellation of the Agreement with no refunds. Member shall remain liable for all unpaid fees and other liabilities which have been incurred under the Agreement prior to its cancellation.

14) EVENTS/SCHEDULES/MODIFICATIONS: Tuxon Ranch is an active equine facility with boarders, equine and social events, RV facilities, lodging, and performs other services that may limit the use of the facility at any time. Member understand that the Tuxon Ranch facilities may not always be available and that other activities may be present at any time in which event Member will have restricted access, as determined by Ranch. Member may call Ranch anytime to request a list of events on site. All private events in the Clubhouse at Tuxon Ranch by Member must be scheduled (assuming availability)14 (fourteen) days ahead of time to prepare the clubhouse facility and ensure notice is given to all other members.

15) RELEASE AND INDEMNIFICATION: Member on behalf of it or his/her self, their successors, representative and assigns, hereby releases and shall full protect, defend, indemnify and hold harmless TUXON RANCH, LLC their respective affiliates, officers, directors, members, employees, agents, vendors, concessionaires, representatives, successors and assign harmless from and against any and all claims, demands, actions and costs (including litigation expenses, attorney fees and court costs) of any kind that occurs or may hereafter accrue, directly or indirectly, arising out of or relating in any way to this Membership, Member's (and their guests, Buddies, invitees, employees and other person on Tuxon Ranch because of Member) their activity at the Tuxon Ranch , including, without limitation, any personal injury, death or property damage to Member, Member's employees, agents, participants, invitees, contractors and spectators.

16) RIGHT OF ENTRY: Ranch reserves the right to have its employees, agents and assigns enter upon Tuxon Ranch at any time for the purpose of inspecting Member's activities and to perform maintenance.

17) GOVERNING LAW AND VENUE: In the event of a dispute arising out of the Agreement, , the laws of the State of Colorado shall govern. The venue for any litigation or other disputes shall be exclusively in the courts of La Plata County, Colorado.

18) SPECIAL CONDITIONS:

19) ENTIRE AGREEMENT: This Agreement and its Exhibits contains the entire understanding between the parties hereto regarding membership at Tuxon Ranch and no modification, amendment, innovation or other alteration to this Agreement shall be valid or of any force or effect unless mutually agreed to in writing by the parties.

20. FORCE MAJEURE: Ranch shall not be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by a Force Majeure Event. For this purpose, a Force Majeure Event means any act or event which is beyond Ranch's reasonable control, including but not limited to act of God, national emergency, act of war, act of civil or military authority, earthquake, fire, flood, adverse weather, lighting strike, explosion, embargo, supply chain interruption, acts of terrorism, riot, sabotage, labor strike, lockout, work stoppage, or other labor difficulty, epidemic, pandemic, COVID restrictions, restrictions for health and safety reasons by any law, order, regulation or other action of any regulatory authority, including but not limited to fire Marshall or other governmental injunction or any brown out or blackout.

21. IMAGE RELEASE: Member hereby authorizes and grants Ranch permission to publish photos of Member and its/his/her guests and attendees for print, online, promotional and other advertising purposes and hereby releases Ranch for any reasonable expectation of privacy or confidentiality associated with the images specified above.

22. NOTICES: Any notice required or permitted by this Agreement shall be in writing and served by hand delivery, email (receipt confirmed), commercial overnight courier or registered or certified U, S. Mail to the address (or email) stated above for both parties and shall be deemed given upon receipt or if by registered or certified mail, three business days following deposit in the U.S. Mail.

23) EQUINE NOTICE. 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 Member in this Agreement on behalf of themselves and their representatives, heirs and assigns, hereby release, waive, discharge and agree not to sue 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 Member 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 *Tuxon RANCH* with respect to the riding and boarding of horses and the term “equine activity participant” includes you identified as “Member” and other riders and boarders in that regard.

Member, on behalf of him/her self and his/her designees, and their respective representatives, heirs and assigns, hereby releases, waives, discharges and agrees not to sue Ranch, 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 Ranch or otherwise.

Member 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 Member or Member’s designee or the horse utilized by Member or Member’s designee in connection with the membership contemplated by this Agreement.

AGREED TO BY:

Tuxon Ranch, LLC.
 BY:
 Title:

Member’s Name
 If Member is an Entity, Title of Person Signing
 Date:

EXHIBIT A

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 and have permission from owner.
- 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.

