

RIVERSONG RANCH BOARDING AGREEMENT

This Boarding Agreement (the "Agreement"), is made and entered into this _____ day of _____, 20____, by and between Riversong Ranch, Inc. (hereinafter "Riversong") and _____ (the "Owner").

A. Recitals

1. Riversong is the operator of a horse stable and riding facility located at 1729 County Road 250, Durango, Colorado 81301.

2. Riversong and Owner desire to enter into an agreement for the stabling of Owner's horses, and to establish each of their relative rights and responsibilities, and toward that end have entered into this Agreement.

Now therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties intending to be legally bound, hereby freely and voluntarily agree as follows.

B. Agreement

1. **Fees.** Owner acknowledges and accepts those terms set forth in the Riversong rate schedule applicable on the date above. Payment shall be made in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. The initial monthly charge applicable to the services as set forth below shall be _____ per month. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Boarders shall give Riversong Ranch written notice 30 days prior to terminating boarding contract.

2. **Payment.** The boarding fee is due upon the first day of each preceding month. In the event said payment is overdue by ten (10) days, Riversong shall assess a late fee in accordance with the rate schedule. In the event said payment is overdue by thirty (30) days, Riversong shall be entitled to exert a lien against said horse, and any personal property then located upon the premises, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Colorado. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.

3. **Description of Horse(s) to be Boarded.** Owner agrees to submit a complete Owner's Horse Information Sheet for each horse boarded and to disclose any and all hazardous or dangerous propensities of the horse(s) boarded with Riversong. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

4. **Riversong's Right to Refuse Board.** Riversong reserves the right to refuse the continuation of board of any horse(s) for any reason to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which Riversong is not equipped to handle; owner's refusal to obey stable rules or to cooperate with Riversong on reasonable requests relative to the management, welfare and safety of animals and people on premises; discontinuation of the business of boarding of horses. In such event, Riversong shall give Owner fourteen (14) days written notice to remove boarded animal(s) from premises. After all fees have been paid in full this agreement is concluded. Owner grants to Riversong the express permission to discuss with Owner's veterinarian the health of any horse kept or used at Riversong.

5. **Feed, Facilities, and Services.** Riversong agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the horses. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. Riversong shall keep the facilities clean, neat and free of debris. Owner is to have full use of the facilities and is expected to clean up after themselves. All persons using the facilities are fully responsible for their own messes and shall extend every effort to leave all areas as they found them.

6. **Risk of Loss and Standard of Care.** During the time that the horse(s) is/are in custody of Riversong, Riversong shall not be liable for any sickness, disease, estray, theft, death or injury which maybe suffered by the horse(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of negligence on the part of Riversong, its agents, and/or employees.

The Owner fully understands that Riversong does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality. All risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Riversong are to be borne by the Owner. Riversong strongly recommends that Owner obtain equine mortality insurance. In no event shall Riversong be held liable to Owner for equine death or injury.

7. **Hold Harmless.** Owner agrees to hold Riversong harmless from any and all claims arising from damage or injury caused by Owner or by Owner's horse(s) to any person, animal or property, and defend Riversong from any such claims.

8. **Shoeing, Vaccinations and Worming.** Owner agrees to provide the necessary shoeing of the horse(s) as is reasonably necessary, at Owner's expense. Owner shall be responsible for such vaccinations as Owner deems necessary. Owner shall worm Owner's horse(s) on a regular basis. All such expenses shall be the obligation of Owner.

9. **Coggins Test.** Owner will provide proof satisfactory to Riversong of the negative Coggins test upon request.

10. **Changes or Termination of this Agreement.** It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days written notice. The posting of updated rate schedules in a conspicuous or open place in Riversong's barn shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Riversong.

11. **Rules and Regulations.** The Owner agrees to abide by all the rules and regulations of Riversong as may be amended from time to time.

12. **Property in Storage on Riversong's Premises.** Owner may store certain tack and equipment on the premises of Riversong at no additional charge to Owner. However, no vehicles or trailers may be stored upon the premises without the permission of Riversong. Owner assumes the risk of storing any and all personal property on the premises, and Owner indemnifies and holds Riversong harmless from and against any loss, theft, damage or destruction of any such property.

13. **Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities that may result in injury or death of participants or spectators, or damage or destruction of personal property. Owner hereby expressly assumes all risks associated with participating in such activities.

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, PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.

14. **Riding Helmet Warning.** Owner is advised by Riversong that all horse handlers should consider wearing properly fitted and secured protective headgear (ASTM/SEI certified equestrian riding helmet), and that wearing of such headgear while mounting, riding, dismounting and being around horses may prevent or reduce severity of some head injuries and may prevent death as a result of a fall or other occurrence.

15. **Emergency Care.** Riversong agrees to attempt to contact Owner should Riversong feel that medical treatment is needed for Owner's horse(s). If Riversong is unable to contact Owner, Riversong is hereby authorized to secure emergency veterinary and blacksmith care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof. Riversong is authorized, as Owner's agent, to arrange direct billing to Owner.

Owner agrees to notify Riversong of any and all changes of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Riversong of the name and contact information of the party authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s).

Veterinary emergency contact:

_____ Initial

Name

Phone Number

In the event that Owner’s horse develops a life threatening illness or sustains a life threatening injury, Riversong will make reasonable attempts to contact Owner at the numbers provided above. If Riversong is unable to make contact with Owner they will contact the veterinarian listed above for an emergency farm call. In the event that Owner’s veterinarian determines that an immediate surgical or life or death decision must be made Owner hereby authorizes Riversong to authorize the veterinarian to proceed based on the veterinarian's medical judgment.

C. General Provisions

1. **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested. Any such notice shall be effective on the earlier of (a) the time when such notice is actually received, (b) three days following the date of deposit in the United States mails, with a return receipt requested, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party’s address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

If intended for Riversong: 1729 County Road 250
Durango, Colorado 81301

If intended for Owner: _____

2. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal and personal representatives, successors and assigns.

3. **Amendments.** No amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

4. **Waiver.** It is specifically understood by and between the parties to this Agreement that in the event of any breach of any clause of this Agreement, and the waiver thereof by any party, such waiver shall not constitute a condonation of such breach, nor shall it be considered as a waiver of any other provision or the same provision of this Agreement at any other time.

5. **Choice of Law and Venue.** The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. Venue for any action with regard to this Agreement shall be in and for the County of La Plata, Colorado.

6. **Attorney's Fees.** Should any litigation be commenced between the parties to this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation which shall be determined by the court in such litigation, or in a separate action brought for that purpose.

7. **Entire Agreement.** This Agreement represents the entire agreement between the parties and any additions, deletions or modifications must be in writing signed by both parties in order to be enforceable.

Signature (Parent or Guardian of owner is a minor) Date: _____

Print Name: _____

RIVERSONG RANCH, INC.

Address: _____

By: _____

Title: _____

Phone: _____

_____ Initial

