

INDEPENDENT CONTRACTOR AGREEMENT
(To be signed by Clinicians providing seminars and workshops)

This Independent Contractor Agreement (the "Agreement") is made and entered into this ____ day of _____, 200__, by and between Riversong Ranch, Inc., a Colorado Corporation, whose address is 1729 County Road 250, Durango, Colorado 81301, (hereinafter "Riversong"), and _____, whose address is _____, (hereinafter "Clinician").

A. Recitals

1. Riversong owns and operates a ranch, riding arena, and stables located at the above address (the "Ranch"). Clinician is in the business of providing professional horse and rider clinics to third party participants (the "Clinic Services").

2. Clinician desires to conduct its Clinic Services at the Ranch, and Riversong desires to make the Ranch and Ranch facilities available to Clinician for Clinician's Clinic Services.

In consideration of the mutual promises and covenants set forth in this Agreement, the parties intending to be legally bound, freely and voluntarily agree as follows:

B. Agreement

1. **Term of Agreement.** This Agreement shall be for the period of _____ to _____, at which time it shall terminate, unless earlier terminated by mutual agreement of the parties, or terminated as a result of a default, as hereafter set forth.

2. **Ranch Facilities to be Provided by Riversong.** Riversong shall make available to Clinician, and Clinician's Clinic Service participants, the arena on the Ranch for Clinic Service activities, the adjacent horse facilities for the stabling of Clinician's horses, (provide feed for all horses involved in the Clinic Service activities), and provide adjacent, non-exclusive parking facilities (as designated by Riversong) for the parking of motor vehicles, trailers, and Clinic related equipment, by Clinician, Clinician employees, and Clinic participants.

3. **Services to be performed by Clinician.** Clinician shall provide all necessary Clinic Services to conduct horse and rider clinics and instruction to participants, including, but not necessarily limited to, the following:

a. The expertise and personnel necessary to conduct the Clinic Services in a "first class" and safety conscious manner;

b. The safety of all Clinic participants while Clinician is conducting its Clinic Services;

c. All equipment, including tack, and horses that are necessary to conduct the Clinic Services; and

d. Those additional Clinic Services and activities as may be reasonably necessary to conduct the Clinic in a "first class" and safe manner.

4. **Payment for Services.** Riversong and Clinician agree that the financial considerations for the use of the Ranch shall be in the manner described in Exhibit A.

5. **Independent Contractor Status.** Riversong and Clinician understand and agree that Clinician is an independent contractor, and that Clinician and all personnel employed or provided by Clinician are not employees or under the control of Riversong. In that regard, the parties further agree that:

a. Clinician is engaged in an independent trade, occupation, profession or business related to the Clinic Services to be performed under this Agreement. Clinician represents and covenants that, pursuant to the laws of the State of Colorado, that Clinician may conduct its business in the State of Colorado.

b. Clinician is free from control and direction by Riversong in the performance of the Clinic Services. Clinician is not required to perform Clinic Services exclusively for Riversong, and Clinician is free to provide Clinic Services to other third parties and at other locations.

c. Riversong shall have no responsibility to supervise the Clinic Services Clinician is to conduct and perform. Riversong relies solely upon Clinician's expertise and experience to conduct the Clinics in a competent, safe, professional, and "first class" manner.

d. Riversong shall pay the consideration set forth in Exhibit A to Clinician for its Clinic Services. However, Riversong shall have no responsibility to compensate or pay, in any manner, any of Clinician's personnel, including Clinician. Clinician is solely responsible for any such payment or compensation.

e. Clinician shall be responsible to provide its own equipment and horses to, and for, the Clinic's participants. Riversong shall have no responsibility to provide any horse-related equipment or horses to Clinician.

f. Riversong shall not dictate the time of day that Clinician performs the services required. However, Riversong may set a completion schedule and a range of mutually agreeable Clinic Service hours in order to provide Clinic Services to participants at convenient and appropriate times.

g. All payments due under this Agreement to either party shall be made by check payable to that party.

h. The parties hereto shall not combine their business operations in any way and shall maintain all such operations separately and distinctly.

i. **CLINICIAN IS RESPONSIBLE TO PROVIDE WORKMAN'S COMPENSATION BENEFITS AND/OR UNEMPLOYMENT INSURANCE BENEFITS, IF ANY, AS PROVIDED BY COLORADO LAW. CLINICIAN IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS AGREEMENT RELATIONSHIP AND SHALL HOLD RIVERSONG HARMLESS FROM ANY LIABILITY ARISING OUT OF CLINICIAN'S FAILURE TO FULFILL THESE OBLIGATIONS.**

j. Clinician is free to employ any individuals skilled in providing the services covered by this Agreement in order to satisfy Clinician's obligations hereunder. Such individuals shall be treated as Clinician's employees and not as the employees of Riversong. Clinician shall comply with all federal and

state tax laws, unemployment tax laws, workers' compensation laws, wage and hour laws and any other federal or state laws governing the employer/employee relationship. Clinician agrees to provide to Riversong proof of worker's compensation coverage for the employees Clinician uses during the Clinics. Clinician does not have the right to assign this Agreement to other independent contractors.

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 Clinician: _____

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. **Paragraph Headings.** Paragraph headings utilized in this Agreement are in no way intended to interpret or define the terms and conditions, but instead are intended for ready reference purposes only.

6. **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.

7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute the same Agreement.

8. **Facsimile Transmission.** "Fax" machine copies of an original signature by either party shall be binding as if they were original signatures.

9. **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.

10. **Consent.** Should consent, approval, or the like be required to be given by a party to this Agreement, such consent, approval, or the like shall not be unreasonably withheld.

11. **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.

12. **Colorado Law Required Warning.** Riversong and Clinician shall each do their respective part to post and/or publish the following warning under the Colorado Equine Act, both at the Ranch and in any promotional materials.

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.

RIVERSONG RANCH, INC.

By: _____

Title: _____

CLINICIAN:

By: _____

Title: _____

Exhibit A

Division of Clinic Service Revenues

(1) Financial Responsibilities of Riversong:

(2) Financial Responsibilities of Clinician:

(3) Expenses:

(4) Payment to Riversong: