

**PRIVATE LESSON AGREEMENT
(For Riversong Ranch Boarders)**

This Private Lesson Agreement (“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 “Instructor”).

A. Recitals

1. Riversong owns and operates a ranch, riding arena, and stables located at the above-referenced address (the “Ranch”).
2. Instructor is in the business of providing professional horse and rider instruction and training (“Instruction”) to third party participants, some of whom board their horses at Riversong (“Boarders”).
3. Instructor desires to conduct certain of its Instruction at the Ranch to Riversong Boarders and their horses, and Riversong desires to make the Ranch and all attendant facilities available to Instructor for such Instruction, pursuant to the terms and conditions set forth herein.

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 from the date of the signature below, until terminated by either party.
2. **Ranch Facilities to be Provided by Riversong.** Riversong shall make available to Instructor and Boarders the arena for Instruction purposes. The use of the arena shall be non-exclusive, and Instructor and Boarders shall both be responsible for compliance with all rules and regulations then in effect, including without limitation the Stable Rules.
3. **Services to be performed by Instructor.** Instructor shall determine and provide such Instruction and equipment as Instructor and Boarder deem necessary and appropriate to conduct the Instruction in a safe manner, including, but not necessarily limited to, the following:
 - a. The expertise and personnel necessary to conduct the Instruction in a “first class” and safety conscious manner;
 - b. All equipment, including tack and horses not provided by Boarder, that are necessary to conduct the Instruction; and
 - c. Any additional items as may be reasonably necessary to conduct the Instruction in a “first class” and safe manner.
4. **Payment for Services.** Riversong and Instructor agree that Instructor may use the arena without compensation to Riversong if the use is for the sole benefit of Boarders. Boarders shall be responsible for making and fulfilling all other financial arrangements with the Instructor for payment of the Instruction services.
5. **Independent Contractor Status.** Riversong and Instructor understand and agree that Instructor is an independent contractor, and that Instructor and all personnel employed or provided by Instructor are not employees or under the control of Riversong. In that regard, the parties further agree that:

a. Instructor is engaged in an independent trade, occupation, profession or business related to the Instruction to be performed under this Agreement. Instructor represents and covenants that Instructor will conduct its business in compliance with all laws and regulations of the State of Colorado and of La Plata County.

b. Instructor is free from control and direction by Riversong in the performance of instruction. Instructor is not required to perform instruction exclusively for Riversong or its Boarders, and Instructor is free to provide instruction to other third parties and at other locations.

c. Riversong shall have no responsibility to supervise the Instruction being conducted or performed. Riversong relies solely upon Instructor's expertise and experience to conduct the instruction in a competent, safe, professional and "first class" manner.

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

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

f. Instructor is solely responsible to provide workman's compensation benefits and/or unemployment insurance benefits, if any, as provided by Colorado law. Instructor is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement and shall hold Riversong harmless from any liability arising out of instructor's failure to fulfill these obligations.

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

h. Instructor shall provide such insurance as Instructor deems necessary and appropriate to cover its liability and business operations.

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 Instructor: _____

2. **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.

3. **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.

4. **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, State of Colorado.

5. **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.

6. **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.

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

8. **Assignment.** Instructor does not have the right to assign this Agreement to other independent contractors.

9. **Indemnification.** Instructor hereby indemnifies and holds harmless Riversong, its employees, representatives, agents, owner and managers, from and against any and all claims, demands, losses, damages, liabilities, lawsuits or other proceedings, judgments, and awards, and costs and expenses, including but not limited to reasonable attorney's fees, rising directly or indirectly, in whole or in part, from the use of the Ranch for Instruction purposes.

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.

INSTRUCTOR:

By: _____

Name and Title: _____

Print Name: _____