

HORSE BOARDING AGREEMENT AND LIABILITY RELEASE ASSOCIATED WITH BOARDING

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.

Boarding Facility Name: Elk Creek Highlands Property Owners Association Corral Facilities

PLEASE READ CAREFULLY BEFORE SIGNING, IT IS HEREBY AGREED TO AS FOLLOWS:

FEE SCHEDULE FOR BOARDING SERVICES as of May 6, 2020 – OWNER shall pay MANAGER \$_100.00_per month for services below:

- Hay storage equally divided among 8 horses
- Water and water delivery
- Electricity in the winter for water heaters (billed separately)

EXERCISE/CONDITIONING, Grooming/Clipping, vet, hoof and medical care are the responsibilities of the OWNER.

____OWNER Initials: To prevent illness and the health of the herd the horse will be required to remain in its quarantined stall or pen for the first two weeks of the horses stay.

A. DISCLOSURE OF INFORMATION ABOUT HORSES TO BE BOARDED

Barn Name of Horse _____ Age _____

Registered Name _____

Breed _____ Color _____ Sex _____

Disclose Horse's Vices, Unique Habits _____

Other Pertinent Information _____

B. DEFINITIONS – The term "FACILITY" shall herein refer to Elk Creek Highlands Property Owners Association Corral Facilities. The term "OWNER" shall herein refer to the owner, part owner, or lessee of the animals which are contracted to be boarded under this agreement. The terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, and to the specific animal or animals to which this agreement refers. The term "RIDING" shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "RIDER" shall herein refer to the OWNER and the parents or legal guardians thereof if a minor. The term "CONTROL" shall herein refer to all actions being done to the ANIMAL(S) be it tied, untied, confined, or unconfined. "Resident Member" shall herein refer to a full-time property owner, or full-time property renter within the Elk Creek Highlands/Meadows Property Owners Association and have current PAID membership dues. Renters must provide proof of residency by either lease or utility bill with their name and address. "Non-Resident member" shall herein refer to a full-time owner or full-time property renter residing outside the ECHPOA community but within the County Road 43 neighborhoods, residency is established by lease, mortgage or utility bill reflecting name and address of the boarder within the County Road 43 boundary. Resident members shall have priority in a new boarding position.

C. AGREEMENT PURPOSE and CONSIDERATION - At the commencement of this agreement, the OWNER intends for Elk Creek Highlands Property Owners Association Corral Facilities to undertake the boarding of the animal(s) listed in Clause A. (indicate by placing an X next to the board rate you qualify for).

1. ____OWNER agrees to pay to Elk Creek Highlands Property Owners Association Corral Facilities the amount of \$_100.00_per member horse. Monthly boarding payments are due on the 1st of the month. Late fees shall begin on the second of the month in the amount of \$5.00 per day. A waiver of late fees can be requested in writing and only be obtained by a vote of the ECHPOA Board. If the OWNER is 30 days late, on day 31 if the board has not been paid, the OWNER and all their horses will be removed from the premises and not be allowed to return. An opportunity to cure can be presented in writing to the ECHPOA board and this must be voted on by the Board. If commencement of boarding of the animal(s) occurs before the 1st of

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the month then fees will be prorated up to the end of the current month. Part-time or seasonal residents will not be allowed to board horses at the ECHPOA.

2. ____OWNER agrees to pay to Elk Creek Highlands Property Owners Association Corral Facilities the amount of \$150.00 per non-resident horse. Monthly boarding payments are due on the 1st of the month. Late fees shall begin on the second of the month in the amount of \$5.00 per day. A waiver of late fees can be requested in writing and only be obtained by a vote of the ECHPOA Board. If the OWNER is 30 days late, on day 31 if the board has not been paid, the OWNER and all their horses will be removed from the premises and not be allowed to return. An opportunity to cure can be presented in writing to the ECHPOA board and this must be voted on by the Board. If commencement of boarding of the animal(s) occurs before the 1st of the month then fees will be prorated up to the end of the current month. Part-time or seasonal residents will not be allowed to board horses at the ECHPOA.

D. BOARDING OF HORSE - Elk Creek Highlands Property Owners Association Corral Facilities shall board the horse(s) in accordance with generally accepted professional standards to the best of our ability. No stallions may be boarded. Pregnant mares must be removed from the facility 6 weeks prior to the estimated foaling date. No foaling is allowed at the facility. The OWNER shall submit an owner/horse information sheet for each horse on the premises belonging to the OWNER within forty-eight (48) hours of delivery.

E. SALE OR DEATH OF HORSE -It is hereby agreed that in the event of the sale of the horse or the death of the horse, FACILITY has the option of accepting another horse, in accordance with this condition set forth herein within (30) days or terminating this agreement. Anything longer than 30 days will require approval of the board. Anyone on the wait list will be offered the space first after the 30 days

F. HORSE HEALTH WARRANTY - Each horse shall enter Elk Creek Highlands Property Owners Association Corral Facilities premises free from transmissible diseases and must be effectively dewormed and current on immunizations for this area at least 7 days prior to arriving at the equine facility. The following up-to-date documents must be presented to FACILITY by the OWNER prior to the entry of horse onto Elk Creek Highlands Property Owners Association Corral Facilities premises.

____ Veterinarian Health Certificate
____ Negative Coggins Test
____ Brand inspection

G. FACILITY'S RIGHT TO REFUSE SERVICES – The FACILITY reserves the right to refuse the continuation of boarding services of any horses for any reason, to include but not limited to: failure to pay board and/or water/electricity fee, animal's poor health or unsoundness; dangerous propensities, habits and/or vices which the FACILITY may not be equipped or capable to handle; OWNER'S refusal to obey stable rules or to cooperate with the FACILITY on reasonable requests relative to the management, boarding, welfare and safety of animals and people on premises; and, also in such event the FACILITY shall give OWNER SEVEN (7) days written notice to remove horse(s) from premises.

H. ROUTINE HORSE CARE REQUIREMENT - OWNER is required to follow through with all routine veterinary care (floating teeth, sheath cleaning, vaccines, worming, etc.), farrier work and grooming. All expenses for the horse by other professionals (i.e.: veterinarians, farriers, trainers, etc.) is the responsibility of the OWNER and the OWNER shall pay that professional for their service according to their billing practice. The OWNER shall schedule their own appointments with the professional for their horse. The OWNER is responsible for the

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watering and feeding of their own horse. The OWNERS must not feed or turn out horses other than your own without permission from the horse owner.

I. INHERENT RISKS AND ASSUMPTION OF RISK -The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, stopping short, changing direction or speed at will, shifting its weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them or to ANIMAL itself or to other animals around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

N. RISK OF LOSS AND STANDARD OF CARE -During the time that the animal(s) is/are in custody of the FACILITY, the FACILITY shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the animal(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said animal(s). This includes, but is not limited to, any personal injury or disability the OWNER, may receive on the FACILITY's premises. The OWNER fully understands that the FACILITY does not carry any insurance on any animals not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the animal(s) in the possession of, and on the premises of the FACILITY are to be borne by the OWNER. In the event of a horse death the owner will arrange and pay for the removal of the deceased horse.

J. DIRECT LOSS TO PERSONAL PROPERTY WARNING – The OWNER is hereby warned that direct loss or damage, theft, injury or disappearance of OWNER's horses, tack, equipment, hay or other property is not covered by the FACILITY's insurance and the FACILITY shall not be liable for the OWNER's horses, tack, equipment or other property.

K. OWNER ACCEPTANCE OF RESPONSIBILITY – The OWNER has inspected the FACILITY and/or has in some other way satisfied himself that the conditions of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER's horse(s). The Owner agrees to hold the ECHPOA harmless if the horse should escape its stall or pasture. The ECHPOA assumes no responsibilities and should the horse escape it is the OWNER's responsibility to recapture the horse. The OWNER further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the ANIMALS while in the CONTROL of the OWNER, OWNER's family members, invitees or other handlers or agents appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to the FACILITY by OWNER. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, OWNER's family members, invitees and agents caused by or in relation to the OWNER's horse(s).

L. RIGHT OF LIEN -The OWNER is given notice that the FACILITY has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, the FACILITY will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the

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event the FACILITY exercises the FACILITY's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by the FACILITY's representatives setting forth the material facts of the default and foreclosure as well as the FACILITY's compliance with foreclosure procedures as required by law. 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 \$1000.00 will be assessed.

M. OWNER RIGHT OF TERMINATION - Upon written notice to the FACILITY the OWNER may terminate this agreement for any reason. The OWNER is not entitled to a refund if termination is before the end of the service period. The FACILITY shall be paid for all fees incurred up to the termination date or as long as ANIMAL(s) are on premises, whichever is the later. After all fees have been paid in full this agreement is concluded.

N. CASUALTY EVENT: All ECHPOA Leases and Rental Agreements grant the Landlord the right to terminate any lease or rental agreement upon the occurrence of a casualty event rendering the property uninhabitable or partially uninhabitable and the landlord shall not be subject to liability for terminating a lease or rental agreement for such casualty. The lessees/tenants shall be responsible for all costs of removing their horses, feed, supplies from the property in the event of such a casualty or catastrophe at their own expense."

O. AGREEMENT SCOPE AND TERRITORY - This agreement shall be legally binding upon the FACILITY and the OWNER and OWNER's parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the state and county of domicile of the FACILITY and will be interpreted and enforced under the laws of **COLORADO**. Any disputes by the OWNER shall be litigated in PARK County and venue shall be in PARK County where THIS STABLE is physically located. If any clause, phrases, or word is in conflict with State Law then that single part is null, and void and the other portions hereof shall be deemed in full force and effect.

P. AGREEMENT CHANGES/UPDATES – The fee schedule, services, and or sections within this agreement may change at any time. The ECHPOA will **try** to provide a 30-day notice period prior to a change in fees, services and or sections within the agreement.

Q. ENTIRE AGREEMENT -This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of MANAGER's stable and shall be enforced and interpreted in accordance with the laws of said State.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS:

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

SIGNATURE OF OWNER #1 _____ DATE: _____
SIGNATURE OF OWNER #2 _____ DATE: _____
SIGNATURE OF MANAGER: _____ DATE: _____
OWNER's NAME(S) _____
OWNER's CELL PHONE/OTHER PHONE _____
OWNER's ADDRESS _____
OWNER's EMAIL _____

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Please list name and phone number of Veterinarian, Farrier, and other important people I can contact for information regarding your horse.

Veterinarian: _____

Farrier: _____

Other Contact Name and Number: _____

OWNER/HORSE INFORMATION OWNER:

Owner's Name _____

Address: _____ City/State/Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

HORSE:

Horse's Name: _____

Age: _____ Sex: _____ Color: _____

Markings _____

Does Horse have any unusual/dangerous habits? _____ If yes, describe: _____

Preferred Farrier: _____ Phone: _____

Preferred Veterinarian: _____ Phone: _____

MEDICAL HISTORY OF HORSE:

Colic: _____ Frequency: _____

Founder: _____ When: _____

Other: _____ Description: _____

Allergies, if known: _____

Date of last worming: _____ Type used: _____

VACCINATION HISTORY:

Type

Date Given

Encephalomyelitis (sleeping sickness), Eastern & Western Strains

Potomac Horse Fever

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Rabies _____
Tetanus Toxoid _____
VEE _____
Other: _____

Welcome to Elk Creek Highlands Property Owners Association Corral Facilities

We are a NON-SMOKING facility.

You are welcome to visit your horse at any time. If you are here between 6:00 PM and 7:00 AM, we ask that you respect noise levels as this is a residential neighborhood.

Restrooms: The restroom in the ECHPOA building will be available for usage by the boarders and their guests when the building is vacated by the current tenants. The shower area in the bathroom and kitchen sink are not to be used to wash ANY horse equipment, riding equipment or outer wear of the rider.

Tack Room (located in the building basement): Please be aware of your things and respectful of others, ask first to borrow other people's belongings. Your area will be marked with your stall number, you may keep your tack in that area ONLY.

Grain Shed: Grain can safely be stored in metal containers in the grain room. Please label your grain bin with your name.

Arena: Anyone may use the arena; maintenance of the arena is the responsibility of the corral members. Please clean up after your horse! **DO NOT** tie your horse to the arena panels.

Riding on ECHPOA property: Only authorized riders/handlers designated in this agreement may ride the horse on ECHPOA property. Riding in the pasture with loose horses is prohibited.

Tacking Areas: Please clean up after yourself and your horse.

Clean Up After Your Horse: Please clean up after your horse when it is out of its pen. This includes walking areas, round pen, arena, trailer parking, etc. Thank you!

Washing your horse: Our water rights do not accommodate the washing of horses

Hay Storage: Hay storage is limited to 30 bales of hay per horse agreement. (if available)

Mucking: Please muck your horse daily in the summer and at least two-three times a week in the winter to keep the fly population down and keep our property clean. The manure and general waste are to be placed onto areas outside of the horse pen area, the manure should be mounded.

Repairs and Maintenance: The repairs and maintenance of fences and buildings that are damaged by a horse are the responsibility of the ECHPOA; these repairs can/may be billed to the horse OWNER that has damaged the facility. All materials used for repairing and maintaining the facility must be deemed as being safe for horses.

Dogs: There are no dogs allowed on the corral premises.

Children: Children less than 12 years old must be under the supervision of an OWNER or another adult present.

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Policies and Rules

Client agrees to be bound by these Policies and Rules. Said rules may be amended by ECHPOA. At all times the owner will and will cause all persons who are guests or invitees of the owner to obey the Policies and Rules of the ECHPOA as are in effect; and otherwise to behave in a safe and prudent manner. At any time, in the sole and exclusive discretion of the ECHPOA, persons violating any of these Policies and Rules may be thereafter forever barred from the ECHPOA property.

Owners and any of their guests or invitees agree to abide by the ECHPOA Drug and Alcohol Policy.

Drug and Alcohol Policy

Owners and their guests or invitees while on the ECHPOA corral premises SHALL NOT:

Have illegal drugs or their metabolites in their system.

Possess, sell, give or circulate drugs or sources of drugs, intoxicants, illegal drugs or narcotics

No alcohol use or open containers at the horse corral/pens/riding arena. There will be no riding allowed while under the influence of alcohol; anyone appearing to be intoxicated will be asked to leave the facility.

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THIS PAGE IS TO BE POSTED IN THE STABLE AREA

Owner's Name _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Emergency Contact Information (if owner cannot be reached)

Name: _____ Phone: _____

Veterinary emergency contact:

Name: _____ Phone: _____

This Horse ___ IS or ___ IS NOT considered a surgical candidate in the event of serious illness or injury.

Owner's Initials _____

Owner's Signature: _____ Date: _____

Facility Authorized Signature: _____