



SADDLE MOUNTAIN
(RANCH)

Saddle Mountain Ranch

23670 West Hwy 40

Mailing

2315 Oxford Way

Steamboat Springs, CO 80487

BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 2009 made by and between SMR- **Saddle Mountain Ranch LLC**, hereinafter referred to as "STABLE", providing services as an independent contractor, located at 23470 HWY 40, Steamboat Springs, Colorado and (Owner's name) _____ residing at (Owner's address) _____, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this **AGREEMENT.**

1. FEES, TERMS AND LOCATION

In consideration of \$ _____ per horse per month paid by OWNER in advance on the First day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis commencing _____, 2009. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

Late Fees: Boarding fees paid between the twenty-fifth and 1st day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

2. DESCRIPTION OF HORSE(S)

Name: _____

Age: _____

Color: _____

Registration/Tattoo _____

Sex: _____

Breed: _____

Number (if applicable): _____

3. FEED AND FACILITIES

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse (s).

Pasture horses will be fed Round Bales from SMR property daily unless other feeding arrangements have been agreed upon.

Additional supplements such as grain, vitamins, etc. can be provided at an additional charge.

4. ROUTINE FARRIER AND VETERINARY CARE

Farrier service can be arranged for a fee.

A rotating worming program will be administered on or within 5 days of Nov 1, Feb 1, May 1 and Aug. 1.

Upon arrival of horse to STABLE proof of current tetanus, and influenza vaccinations is required. Vaccines against West Nile Virus and Strangles are recommended but not required.

A negative current Coggins test is required for all horses arriving from out of Routt County.

5. RISK OF LOSS

During the time that the horse (s) is/are in the custody of STABLE, STABLE shall *not* be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE's premises. OWNER fully understands and hereby acknowledges that STABLE does *not* carry any insurance on any horse (s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of STABLE, *are to be borne by OWNER.*

6. HOLD HARMLESS

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

Please note that it is a requirement for all OWNERS and GUESTS to sign the separate HOLD HARMLESS agreement upon arrival to STABLE .

7. LIABILITY INSURANCE

OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this **AGREEMENT** shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim (s) arising out of or relating to this **AGREEMENT**.

8. EMERGENCY CARE

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number (_____), should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to stable rules.

9. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

STABLE Safety Rules;

STABLE Hours of Operation;

Notice of Required Release and Waiver for minors;

Statement of Applicable state equine liability laws;

Required Veterinary care;

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules.

Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this **AGREEMENT**.

10. DEFAULT

Either party may terminate this **AGREEMENT** for failure of the other party to meet any material terms of this **AGREEMENT**. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this **AGREEMENT** shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

11. ASSIGNMENT

This **AGREEMENT** may not be assigned by OWNER without the express written consent of STABLE.

12. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this **AGREEMENT**.

13. RIGHT OF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Colorado for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss.

14. MEDIATION/ARBITRATION BY EQUINE DISPUTE RESOLUTION SERVICE

In the event of any dispute or disagreement relating in any manner whatsoever to this **AGREEMENT** the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the **Equine Dispute Resolution Service (EDRS)** and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successful resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of **Equine Dispute Resolution Service (EDRS)**, within 30 days of any declaration of impasse by **EDRS**.

15. Special Instructions to STABLE

Pease Rate your horses temperment below:

1 mildest 10 hottest temperment
1 2 3 4 5 6 7 8 9 10

**THIS AGREEMENT IS SUBJECT TO THE LAWS OF
THE State of Colorado.**

Executed at _____ on the
date first set forth above.

By: _____
Saddle Mountain Ranch

By: _____

(Owner's Signature)

Owner's Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Day Phone : _____

Evening Phone : _____