

Sopris Mountain Ranch
Horse Boarding Agreement

This Boarding Agreement (further referenced as Agreement) is made effective the _____ day of _____ month, _____ year, by and between horse Owner, or responsible party for this horse/s (further referenced as Owner) and Sopris Mountain Ranch.

In consideration of the mutual covenants contained in this Agreement, Owner and Sopris Mountain Ranch agree to the following:

1. Horse and owner information:

Owner of horse _____
Address/phone _____
Responsible Party _____
Horse name _____
Breed/registered? _____
Color & markings _____
Scars/blemishes _____
Vehicle make/model/plates _____
Preferred Vet _____
Preferred Ferrier _____

Owner warrants that Horse is in a healthy and sound condition, free from infectious, contagious or transmissible disease and is current on all vaccinations/coggins and inspections, as required by federal and state regulations for transport to a facility. Please provide any documentation pertaining to this. **Initial here** _____

SMR shall provide normal and reasonable care and services to maintain the health and well-being of Horse.

2. Fees (the dollar amounts will be inserted at signing)

2a. Basic Parcel 5 services (___\$350.00___ dollars/month)

1. pasture with turnout and roundup daily w/visual inspection 2x daily
2. Hay twice daily in the winter months.
3. use of any common space/pastures for pasturing
4. use of tack room and barn facilities, wash/tie racks/restrooms, etc.
5. use of/access to arenas, fields and ranch trails for riding enjoyment

2b. Homeowners who keep horse/s in their building envelope and additionally uses common pastures/open space for their horse/s. (_____ dollars/month per horse) SMR not responsible for care or winter feed.

2e. Additional services

1. deworming 2x per year (____\$35.00____dollars/administration)
2. catching horse for owner (____\$12.50____dollars/catch)
3. holding horse for vet/Ferrier (____\$25.00____dollars/incident)
4. feeding supplements (____\$150.00____dollars/month)
5. blanketing (____\$30.00____dollars/month)
6. use of stalls (____\$20.00____dollars/day)

NOTE:

7. exercising and/or training of horse requires a separate contract **IF** these services are provided and available.

2f. Deposits

1. a deposit equaling 2 months of Basic Parcel 5 services is required at the time this agreement is signed. This deposit will be held in reserve, used only to pay any outstanding balances. Any unused balance will be fully refunded to Owner upon departure of their Horse from any SMR boarding obligations.

2g. Late Fee

1. If any payment due in accordance with this agreement is not received by the Fifth (5th) day of the month, a \$25 late fee shall apply and be assessed to the current payment due.

The owner agrees to pay SMR__\$350.00____dollars per month, due the 1st day of each month and to be paid no later than the 5th day of each month, (other than members of the SMR Association, who will be billed with their monthly HOA assessments). This monthly fee represents only the 2a. or 2b. Services. Owner understands and agrees that all other services will be billed accordingly. Initial here _____

3. Owner responsibilities:

- 3a. Owner will sign a Colorado liability waiver
- 3b. Owner will abide by all rules and requirements set forth by SMR
- 3c. Owner will provide SMR with complete information on all parties authorized to access/handle/use Owner's horse
- 3d. Owner will use only SMR approved instructors/trainers/sellers/brokers, etc. who have provided proof of insurance and signed liability waivers, sign-in, sign-out at red barn at each visit (to include vehicle description)
- 3e. Owner will update SMR of any information changes
- 3f. Owner agrees to have their Horse shod or trimmed (at minimum) every 6 ½-7 ½ weeks (SMR will schedule if Owner neglects to)
- 3f. Owner will make payment arrangements with their Veterinarian and farrier to cover all costs and services for Owner's horse
- 3g. Owner will provide a photo of Horse and vaccination record

4. Emergency Care

4a. In the event that the Horse requires emergency care, SMR will employ its reasonable efforts to contact Owner at the following emergency telephone number: _____

4b. Should SMR feel that medical treatment is needed for Horse and SMR is unable to contact Owner within a reasonable time, which time shall be determined only by SMR. Owner hereby authorizes SMR to secure emergency veterinary and/or farrier care, (not to exceed \$_____ without the consent of Owner). Should the cost of such care exceed the limitation amount and additional care is required to sustain the life of Horse, Owner authorizes _____, does not authorize _____ SMR to have Horse euthanized. If Horse is not to be euthanized, Owner agrees to pay the cost of care required to sustain the life of Horse, whether or not such care results in the death of Horse. Such care shall be provided by any providers of such required care who are selected by SMR. The cost of such care, as secured, shall be due and payable by Owner within fifteen (15) days from the date Owner receives notice of such action.

4c. SMR will determine if a Horse's cares and needs are above and beyond the scope of reasonable and available services currently employed at SMR. If so determined, Owner will be contacted and asked to move their Horse to a more 'care appropriate' facility

5. Property Storage at SMR

5a. SMR provides a Tack Room, with saddle and bridle racks and space for tack trunks, for Horse Boarder use. Each Owner will be assigned a specific Tack Room for their equipment. One saddle rack per horse will be assigned. (A maximum of 2 saddles per Horse are allowable and must be stacked).

5b. SMR reserves the right to move and/or organize any tack/property at its discretion. Owner will be notified as warranted.

5c. SMR is not responsible for the theft, loss, damage or disappearance of any tack, trailer or equipment or any other property stored at SMR. All property is stored at Owner risk. **Initial here** _____

6. SMR Rules and Regulations

6a. Owner hereby acknowledges receipt and understanding of the SMR Rules and Regulations (R&Rs). Owner agrees that Owner and Owner guests and invitees will abide and be bound by the R&Rs and accepts responsibility for the conduct of the Owner's guests and invitees according to the R&Rs. SMR may revise these R&Rs from time to time and Owner agrees any revision shall have the same force and effect prospectively as the current R&Rs. Failure, as determined in SMR's sole discretion, of Owner and Owner's guests and invitees to abide by the SMR R&Rs may result in SMR declaring Owner in default hereunder and result in termination of this Agreement or shall permit SMR to seek other damages and/or remedies as SMR may determine, in its sole discretion.

7. Term/Termination

The services provided pursuant to this Agreement shall continue until terminated by either party. Either party may terminate this Agreement for failure of the other party to meet any material terms of this agreement. If Owner defaults in the middle of any calendar month and Owner's rights hereunder are terminated, Owner shall not be entitled to a prorated refund of any boarding fees paid hereunder. Either party may terminate this Agreement via communication/notification of the SMR Manager.

NOTE: Please be sure that you have credit card information on file with your veterinarian and farrier. If you pay by check, please be sure that a check is left in the Ranch Manager's office or at the Red Barn prior to the service being performed. If you need to make other arrangements, please discuss this with the SMR Ranch Manager.

NOTE: No riding is permitted in hay fields other than on a designated or marked trail. Initial here _____

NOTE: Personal items of boarder, including tack/equipment and horses, will be considered abandoned after a period of 60 days non-payment and/or breach of contract and will become the property of Sopris Mountain Ranch. Initial here_____

I understand, agree and accept all conditions and covenants of this Agreement.

Horse Owner signature

date

Ranch Manager

