

BOARDING AGREEMENT OF
AMEN ACRES STABLE FOR HORSE (S)

14208 W. 96th Avenue
Arvada, CO 80005
(303) 467-0031

This agreement is made and entered into this _____ day of _____ by and
Between Amen Acres, (hereinafter as “Stable”) and _____
(hereinafter as “Owner “, whose address is _____
City _____, State _____ zip _____ Telephone (H) _____ (W) _____

In consideration of Owner’s (monthly/daily) payment in advance of \$ _____ for

- | | | | |
|--------------------------|-----------------------|--------------------------|------------------------------|
| <input type="checkbox"/> | Inside stall with run | <input type="checkbox"/> | Outside paddock with shelter |
| <input type="checkbox"/> | _____ Run | <input type="checkbox"/> | Pasture |

for each horse boarded, and promises, covenants, and conditions hereinafter contained, the parties hereto mutually agree:

1. Stable agrees to board, care for, and feed the horse(s) of owner, which is identified below. The care and feeding program shall be developed in keeping with generally accepted health and maintenance principles.
2. Owner shall pay the monthly boarding fee on or before the due date, which shall be the first day of each calendar month that the horse(s) is/are to be boarded at the stable unless you have made arrangements with us to pay on the 15th. If the board is not paid within 10 days of the due date, there shall be a late fee of \$5.00 per day added starting on the 11th or the 26th day of the month depending on your due date.
3. All amounts due shall be paid in full before the horse(s) will be released to Owner for removal from Stable premises. In the event any amount is delinquent more than 15 days, the amount due shall incur interest at the rate of 18 per cent per annum from the due date, and Stable, on three day’s notice to Owner, may otherwise dispose of the horse(s) by any reasonable means and without prior resort to legal proceedings. Owner hereby grants to Stable a power of attorney giving the Stable full authority to transfer title and ownership of the horses(s) on behalf of Owner in such event. Should Stable in any event choose to foreclose on its statutory lien, Owner hereby agrees to extend the period for commencing action to 90 days after the amount is due and payable. Any amounts received from the sale or other disposition, in excess of amount due (plus interest), costs and expenses of sale, and attorney fees, shall be delivered to Owner at the above address or held for Owner by Stable if Owner cannot be contacted. No interest shall be paid on any such amount retained or held for Owner.
4. The horse(s) shall be given required medical treatment (i.e., vaccinations, deworming, etc.). If owner does not provide such medical treatment, then the Stable is hereby authorized to provide the treatment an Owner’s expense. The Stable shall attempt to notify the Owner of any illness or accident to the horse(s) before securing treatment for the horses(s), if time permits. Owner agrees that he/she will make all arrangements for the periodic trimming or shoeing of the horse(s) and assume the cost thereof. If Owner does not provide for such service, then the Stable is hereby authorized to provide the services an owner’s expense.
5. Owner hereby releases, indemnifies and agrees to save harmless Stable from and against all losses, injuries, damages, expenses and penalties caused by the horse(s) described below or arising out of losses, injury, damages, expenses or penalties incurred as a result of this Agreement

to owner, Owner's family agents, representatives, authorized users of Owner's horse(s), owner's property, including horses, and other persons, except for loss, injuries, damages, expenses and penalties caused by the negligent, willful or intentional acts or omissions of Stable, its agents or representatives. Owner shall insure Owner's horse(s) and Owner's property for loss or damage resulting from fire, theft, illness, accident or any other injury or damage. Both parties agree to waive subrogation rights as pertains to insurance payable pursuant to this Agreement. Owner is responsible for any damage to Stable facilities by horse(s) boarded on behalf of Owner and Owners agree to pay for repairs and/or cost of replacement to property of Stable resulting from loss, injury or damage caused by horse(s) boarded on behalf of Owner pursuant to this Agreement.

6. In the event of any default in the performance of this Agreement, the party in default shall be liable to the non-defaulting party for all reasonable legal fees and costs incurred by the non-defaulting party as a result of such default.
7. This Agreement contains the entire agreement between the parties hereto and shall inure to the benefit of and be binding upon parties hereto and their heirs, legal representatives, successors, and assigns.
8. This Agreement shall be construed and enforced in accordance with the laws of Colorado and shall be amended only by a written, dated amendment, executed by the parties.
9. Invalidity or unenforceability of any provisions of the Agreement in whole or in part shall not affect the validity or enforceability of any other provision of any valid and enforceable part of a provision of the Agreement.

10. Veterinarian designated by Owner: _____ Phone: _____
(If none designated, Dr. Steve Long will be the veterinarian used by the Stable)

11. Registered Name of Horse: _____
Registration #: _____
Breed of Horse: _____
Nickname(s) (if any): _____
Age of Horse: _____
Sex of Horse: _____
Authorized Users: _____

12. The parties have executed this Agreement on the day and year first above written.
13. 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.

AMEN ACRES STABLE

OWNER OR AGENT OF OWNER

By: _____

By: _____

