



## Boarding Agreement

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ month of \_\_\_\_\_ year, by and between Hobby Horse Farms located at 5220 Bella Rosa Parkway, Firestone Colorado 80504 (hereinafter referred to as "HHF") and the above named OWNER, the legal owner of the horse(s) described in the attached Boarding Application (hereinafter referred to as "Owner").

### 1. Fees

- a. In consideration of the MONTHLY BOARD FEE paid by the Owner in advance on the first day of each month, HHF agrees to board the horse(s) described in the attached Boarding Application beginning on the move in date of \_\_\_\_\_ day of \_\_\_\_\_ Month of \_\_\_\_\_ year.
- b. Additional services, the fees for which are to be paid in the same timely fashion, are available as described in HHF's Rate Sheet. These additional services can be changed at any time by written notice from Owner delivered to HHF.
- c. Each of the fees set forth in subparagraph (a) and (b) above are subject to change given 30 days written notice by HHF.
- d. Simultaneously with Owner's signature, Owner shall pay the DEPOSIT AMOUNT as a security deposit. The security deposit, or a written accounting made therefore, listing the exact reasons for retention of any portion of the security deposit, shall be delivered to Owner at the last known address within 60 days after termination of this Agreement. Said security deposit may be retained for unpaid fees, termination without 30-day notice, and/or damage to HHF's property arising from this Agreement, whether by Owner, Owner's guests, pets or horse(s).
- e. Payments for the final month of boarding shall be made in cash, certified funds or money order if immediate release of the horse(s), tack, and/or trailer is desired. If final payment is made by personal check, the horse(s), tack, and/or trailer will not be released until the check has cleared the bank.
- f. HHF does not carry any outstanding balances for more than 30 days. Horse(s), tack, and/or trailer will be considered abandoned after said 30 days and arrangements for alternate care will be made at the discretion of HHF. Owner is considered in default after said 30 days and is not allowed on HHF property without management notification and escort.
- g. Late payments; Board payments are considered late on the fifth day of the month at 7pm. A late fee of \$20 will be assessed to bill, additionally a \$10 per day fee will be assessed to any payment made after deadline. If payment is not made, and boarder is not current on boarding payments, HHF reserves the right to move said horse(s) out of their stall, stall with run, run with shed or pasture, to another location on the property with 24-hour notice to owner. A service charge of \$30.00 will be assessed for any check returned by the bank. Initials: \_\_\_\_\_

### 2. Description of The Horse(s)

- a. The horses shall be described in attached Boarding Application. Owner warrants that he/she is the legal owner of the horse(s) or has provided proof to HHF, deemed



sufficient by HHF, to demonstrate that the legal owner of the horse(s) has authorized the undersigned to make decisions and incur obligations pertaining to boarding of the horse(s).

**3. Health Requirements**

- a. De-worming and Vaccinations
- b. Owner agrees to perform regular de-worming, on a quarterly regimen agreeing with recognized standards. Owner is obligated to pay for such services and agrees to pay HHF fees for regimen if HHF performs the service. To opt out, owner agrees to de-worm horse quarterly, within 7 days of HHF implemented regimen.
- c. Owner shall maintain vaccination and seasonal worming records for the horse(s) As set forth by Hobby Horse Farms seasonal schedule. Spring vaccinations completed before May 1 and submitted proof to HHF staff. Fall vaccinations completed before October 1 and proof submitted to HHF staff.
  - i. b. If Owner fails to provide proof of inoculations and/or worming as specified herein, HHF is authorized to contact the Veterinarian specified in Boarding Application to inoculate and/or worm the horse(s). Owner is responsible to pay all costs related to this care. HHF is authorized as Owner's agent to arrange billing to Owner. Initials: \_\_\_\_\_

**4. Care**

- a. HHF agrees to perform the following care:
- b. Provide adequate hay, and water;
  - 1. ii. Reasonable cleaning of pens and stalls;
  - 2. iii. Additional services as specified in Rate Sheet.
- c. HHF reserves the right to move horse(s), tack, and/or trailer as needed for maintenance work, behavioral and/or feeding issues.

**5. Emergency Care**

- a. If, in HHF's opinion, treatment is needed, HHF will attempt to call Owner but, in the event Owner is not reached within a reasonable time, as deemed reasonable by HHF in view of the horse's condition, HHF has the authority to secure veterinary care and/or farrier care. If, in HHF's opinion, immediate care is needed, HHF is authorized to secure such care from a practitioner of HHF's choice. Owner is responsible to pay all costs relating to this care. HHF is authorized as Owner's agent to arrange billing to Owner.
- b. If notification of an insurance company is required, HHF shall do the following:  
\_\_\_\_\_  
\_\_\_\_\_

**6. Risk of Loss**

- a. HHF shall not be liable for any sickness, disease, theft, injury, damage or death incurred by said horse(s). All risks are assumed by Owner. All costs of any nature



connected with boarding, no matter how catastrophic, are borne by Owner.

Initials: \_\_\_\_\_

#### **7. Indemnification and Hold Harmless**

- a. Owner shall indemnify, save and hold harmless HHF , its employees, agents and landlord, against any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred as a result of any act or omission by Owner, Owner's employees, agents, contractors, or assignees or as a result of the horse(s). Initials: \_\_\_\_\_

#### **8. Equine Activities – Statutory Warning**

- a. 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.
- b. Inherent risks include, but are not limited to, the propensity of horses to behave unpredictably, collisions, surface conditions, and actions or omissions of riders.
- c. Signature of Owner acknowledging above statute: \_\_\_\_\_

#### **9. Premises and Rules**

- a. Owner shall comply with HHF's posted Rules and Regulations, which may change from time to time. These rules and regulations are posted in the barn and the undersigned verifies that he/she has received a copy herewith.

#### **10. Termination and Notice**

- a. Either party may terminate this Agreement, with or without cause. Owner agrees to give HHF 30 days' notice to terminate this Agreement. Owner will be responsible for fees for the 30 days following the date of notice.
- b. In the event of a default, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney fees, resulting from breach of a material term of this Agreement.
- c. Any property left at HHF 30 days after termination shall become HHF's property, without process of law. Initials: \_\_\_\_\_

#### **11. Assignment**

- a. The duties and obligations of the Owner under this Agreement cannot be assigned unless HHF agrees in writing.

#### **12. Right of Lien**

- a. HHF is an "agistor" under the Agistor's Lien Act, Colorado Revised Statutes Section 38-20-201 et seq. and has the right of a lien against the horse(s), tack, and/or trailer for the fees set forth in Paragraph 1 and for all costs incurred in enforcing such lien, including attorney fees. Owner gives HHF the right, without process of law, to retain said horse(s), tack, and/or trailer until the indebtedness is paid in full. Under the Agistor's Lien Act, the horse(s), tack, and/or trailer can be sold at public auction after the lien has been foreclosed and the sale proceeds applied to the unpaid lien.

Initials: \_\_\_\_\_



**13. Governing Law**

- a. This Agreement is governed by and interpreted under the laws of the State of Colorado. Any action brought under this Agreement shall be brought in Weld County, Colorado.

**14. \*OWNER agrees to not smoke anywhere on the Hobby Horse Farms premises.**

Initials: \_\_\_\_\_

**15. As per our insurance policy, dogs shall remain on leash or in vehicle while on HHF property. Initials: \_\_\_\_\_**

\_\_\_\_\_  
OWNER / DATE

\_\_\_\_\_  
Hobby Horse Farms / DATE

*Owner Information:*

<b>Name</b>	
<b>Phone Number</b>	
<b>Email</b>	
<b>Address</b>	
<b>Emergency Contact Name</b>	
<b>Emergency Contact Phone Number</b>	

*Horse Information:*

<b>Horse Name</b>	
<b>Horse Age</b>	
<b>Horse Breed</b>	
<b>Horse Description</b>	