Boarding Agreement

THIS AGREEMENT is made this __day of __________, 20, by and between Rancho Bella Rosa LLC ("Facility" or "RBR"), a Colorado limited liability company, whose address is 5220 Bella Rosa Parkway, Firestone, Colorado 80504, and the undersigned horse owner or authorized agent ("Owner").

1. **Fees**
   a. In consideration of the MONTHLY BOARD FEE paid by the Owner in advance on the first day of each month, RBR 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 RBR's Rate Sheet. These additional services can be changed at any time by written notice from Owner delivered to RBR.
   c. Each of the fees set forth in subparagraph (a) and (b) above are subject to change given 30 days written notice by RBR.
   d. Simultaneously with Owner's signature and prior to move-in, Owner shall pay a security deposit equal to one (1) month's board. The amount of the security deposit shall be listed in the Key Terms section of this Agreement.

The security deposit shall be held by Facility as security for Owner's performance under this Agreement. The security deposit, or a written accounting of any deductions, shall be delivered to Owner at the last known address within sixty (60) days following termination of this Agreement.

   Facility may retain all or part of the security deposit for unpaid board, unpaid fees, failure to provide required notice of termination, damages to Facility property, excessive cleaning, removal of abandoned property, veterinary, farrier, or emergency care expenses advanced by Facility, or any other amounts owed under this Agreement. The security deposit shall not be applied to current or future board payments unless expressly authorized in writing by Facility.
      i. **Deposit Installment Plan** (If Applicable) If Owner has been approved by Facility for a written deposit installment plan, stall or pasture reservation is contingent upon receipt of the first deposit installment. Facility shall not be obligated to hold or reserve any stall, run, or pasture space until the initial deposit payment has been received. Failure to make installment payments as agreed may result in release of the reserved space without further notice.
   e. Payments for the final month of boarding shall be made in cash, certified funds or immediately verifiable funds for 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. 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, RBR 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 Horse Information Attachment (Exhibit A). Owner warrants that he/she is the legal owner of the horse(s) or has provided proof to RBR, deemed sufficient by RBR, 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 RBR fees for regimen if RBR performs the service. To opt out, owner agrees to de-worm horse quarterly, within 7 days of RBR implemented regimen.
    c. Owner shall maintain vaccination and seasonal worming records for the horse(s) As set forth by Rancho Bella Rosa Farms seasonal schedule. Spring vaccinations completed before May 1 and submitted proof to RBR staff. Fall vaccinations completed before October 1 and proof submitted to RBR staff.
        i. b. If Owner fails to provide proof of inoculations and/or worming as specified herein, RBR is authorized to contact the Veterinarian specified in Horse Information Attachment (Exhibit A) to inoculate and/or worm the horse(s). Owner is responsible to pay all costs related to this care. RBR is authorized as Owner's agent to arrange billing to Owner. Initials:___
4. **Care**
    a. RBR 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. RBR 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 RBR's opinion, treatment is needed, RBR will attempt to call Owner but, in the event Owner is not reached within a reasonable time, as deemed reasonable by RBR in view of the horse's condition, RBR has the authority to secure veterinary care and/or farrier care. If, in RBR's opinion, immediate care is needed, RBR is authorized to secure such care from a practitioner of RBR's choice. Owner is responsible to pay all costs relating to this care. RBR is authorized as Owner's agent to arrange billing to Owner.
    b. If notification of an insurance company is required, RBR shall do the following:

    ____

    ____
6. **Risk of Loss**
    a. RBR 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 RBR , 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:______________________________

8A. Turnout Policy & Assumption of Risk

Turnout Options

Owner acknowledges that turnout is an optional service provided by the Facility and may be offered as **group turnout** or **individual (single) turnout**, subject to availability, weather, footing, staffing, horse behavior, and Facility discretion. The Facility does not guarantee compatibility between horses in group turnout.

Inherent Risks of Turnout

Owner understands and acknowledges that turnout of horses—whether individual or group—carries inherent risks, including but not limited to kicking, biting, striking, tripping, falling, entanglement in fencing, equipment failure, exposure to weather, and interactions with other horses. These risks may result in injury, illness, permanent disability, or death of the horse, even when reasonable care is exercised.

Group Turnout Risks

Owner specifically acknowledges that group turnout increases the risk of injury due to herd dynamics, dominance behavior, play, and unforeseen reactions between horses. The Facility makes reasonable efforts to group horses appropriately but cannot predict or prevent all incidents.

Single Turnout Risks

Owner acknowledges that individual turnout also carries risk, including but not limited to self-injury, fence interaction, slipping, or stress-related behavior, and that single turnout does not eliminate the possibility of serious injury or death.

Assumption of Risk

By electing to have the horse turned out, whether in a group or individually, Owner knowingly and voluntarily assumes **all risks associated with turnout**, including the risk of injury or death of the horse, regardless of whether such turnout is recommended by the Facility.

No Liability for Injury or Death
To the fullest extent permitted by Colorado law, Owner agrees that the Facility, its owners, members, managers, employees, agents, and contractors shall not be held liable for injury, illness, or death of the horse arising from or related to turnout, **except in cases of gross negligence or willful misconduct as defined by law**.
Facility Discretion

The Facility reserves the right to change turnout type, restrict turnout, or remove a horse from group turnout at any time if deemed necessary for the safety of the horse, other horses, staff, or property.
Owner Initials:_______

9. Premises and Rules

a. Owner shall comply with RBR'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.

9A. Ownership Transition; Superseding Agreement

Owner acknowledges that the Facility and property are now owned and operated by **Rancho Bella Rosa LLC, a Colorado limited liability company,** ("Facility" or "RBR").

This Agreement **supersedes and replaces** any prior boarding agreements, addenda, representations, policies, or understandings, whether written or oral, including any agreements entered into with prior ownership.

Owner agrees that no prior practices, permissions, rate arrangements, or verbal statements shall be binding unless expressly set forth in this Agreement or a written addendum signed by the Facility.

Continued boarding of the horse(s) after the effective date of this Agreement constitutes Owner's acceptance of all terms herein.
Owner Initials:_______

10. Termination and Removal
10(a) Standard Termination
Either party may terminate this Agreement with thirty (30) days' written notice. Owner remains responsible for all fees during the notice period, regardless of horse removal.

10(b) Immediate Termination for Cause

The Facility may terminate this Agreement **immediately or upon twenty-four (24) hours' notice** if, in the Facility's reasonable judgment:

- The horse poses a safety risk to people, other horses, or property;
- Owner is in default of payment;
- Owner repeatedly violates Facility rules or policies;
- Owner or guests engage in unsafe, disruptive, or abusive conduct.

Owner shall promptly remove the horse(s), tack, and personal property upon termination and remains responsible for all accrued charges.

10(c) Failure to Remove

If Owner fails to remove the horse(s) and property upon termination, the Facility may exercise its rights under **Section 12 (Default, Agister's Lien, and Abandonment).**

10(d) Notices; Electronic Delivery

Any notice required or permitted under this Agreement shall be in writing and may be delivered personally, by mail, or by **email.**

Notice by email shall be deemed delivered on the date sent to the email address on file, unless the sender receives an automated non-delivery notice.

Owner Initials:_______

11. Assignment

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

12. Default, Agister's Lien, and Abandonment

12(a) Default

Owner shall be in **default** under this Agreement if any of the following occur:

1. Failure to pay any amounts due within **five (5) days** after the due date;
2. Failure to remove the horse(s), tack, or other property after termination of this Agreement;
3. Violation of Facility rules or policies after written notice;
4. Conduct by Owner or the horse(s) that, in the Facility's reasonable judgment, threatens the safety of persons, horses, property, or operations.

12(b) Agister's Lien

The Facility is an **agistor** under the **Colorado Agister's Lien Act, C.R.S. § 38-20-201 et seq.**, and shall have a **lien** upon the horse(s), tack, equipment, and other personal property of Owner located on the Facility premises for:

- Unpaid board and fees;
- Veterinary, farrier, and care expenses;
- Costs incurred to enforce the lien, including reasonable attorney's fees.

The Facility may **retain possession** of the horse(s) and property until all amounts due are paid in full.

12(c) Notice and Cure

Upon default, the Facility shall provide **written notice** to Owner by email and/or mail. Owner shall have **ten (10) days** from the date notice is sent to cure the default, unless the default involves safety concerns, in which case the Facility may act immediately.

12(d) Relocation and Care

During any period of default, the Facility may, at its discretion:

- Relocate the horse(s) to another stall, pen, run, or pasture on the property;
- Continue to provide necessary care at Owner's expense;
- Restrict Owner's access to the Facility except for removal of the horse(s) with Facility coordination.

12(e) Sale or Disposal

If the default is not cured within the applicable notice period, the Facility may **enforce its agister's lien** by selling the horse(s) and/or property at **public or private sale** in accordance with Colorado law.

Sale proceeds shall be applied in the following order:

1. Costs of sale and enforcement;
2. Unpaid board, fees, and expenses;
3. Any remaining balance shall be remitted to Owner at the last known address.

Owner **waives any claims** against the Facility arising from such sale conducted in compliance with law.

12(f) Abandonment

Any horse(s), tack, or personal property left on the Facility premises **more than thirty (30) days** after termination of this Agreement shall be deemed **abandoned**, and the Facility may dispose of such property in its discretion, subject to applicable law.

12(g) No Waiver

The Facility's acceptance of partial payment or delay in enforcing its rights shall not constitute a waiver of default or any rights under this Agreement.

Owner Initials:________

13. Payments
All board, fees, and charges due under this Agreement shall be paid to **Rancho Bella Rosa LLC**, or such other payee as the Facility may designate in writing. The Facility may update payment methods, instructions, or acceptable forms of payment upon written notice to Owner.

14. 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.

15. *OWNER agrees to not smoke anywhere on Rancho Bella Rosa premises. Initials: ______

16. As per our insurance policy, dogs shall remain on leash or in vehicle while on RBR property. Initials: ______

____
OWNER / DATE

____
Rancho Bella Rosa LLC/ DATE

Horse Information Attachment (Exhibit A)
(Attach to Boarding Agreement – One Owner, Multiple Horses)
Exhibit A – Horse Information & Authorization
This Exhibit A is attached to and incorporated into the Boarding Agreement between **Rancho Bella Rosa LLC, (“RBR”)** and the undersigned Owner.

Owner Information:

Name	
Phone Number	
Email	
Address	
Emergency Contact Name	
Emergency Contact Phone Number	

Horse Information (Attach additional page if multiple horses)

Horse Name	
Horse Age	
Horse Breed	
Color/Description	
Stall/Run	

Veterinary & Farrier Authorization (Applies to All Horses Listed)

- **Veterinarian Name / Clinic: ________________________________**
- **Veterinarian Phone: ________________________________**
- **Farrier Name: ________________________________**
- **Farrier Phone: ________________________________**

☐ Facility may authorize **emergency veterinary care** if Owner cannot be reached

☐ Owner must be contacted prior to **non-emergency care**

Owner Initials: _______ Date: ___________

Feeding, Turnout & Special Instructions *(attach additional page if needed)*

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Acknowledgment

Owner acknowledges that **all horses listed in this Exhibit A** are subject to the terms, conditions, fees, lien rights, and liability provisions of the Boarding Agreement.

KEY TERMS

Horse: ___________________________

Monthly Board Rate: $______________per month

Security Deposit: $___________ (equal to one month's board and due prior to move-in.)

Agreement Effective Date: ___________________________

Move-In Date (for this Agreement): ____________________________

Owner Signature: _______________________________Date: ___________