

Triple B Paint & Quarter Horse Ranch
Boarding Agreement

This agreement made this ____ day of _____ between:

Triple B Paint & Quarter Horse Ranch and _____
27640 N. Hwy 67 _____
Woodland Park, CO 80863 _____

1. Triple B Ranch agrees to board the horse described on the attached data sheet and boarder agrees to pay accordingly for such boarding and to comply with all other provisions of this Agreement, all as provided for in this agreement. The data sheet describes the horse that is/are to be boarded and the description of the facilities that are to be provided. All information in the data sheet is an integral part of this agreement whether or not specifically cited with herein. If more than one horse is covered by this agreement, a data sheet will be attached for each horse and all singular references shall be interpreted as plural. All facilities described are at the address given above for Triple B Ranch.
2. Triple B Ranch shall furnish the facilities described on the data sheet and boarder shall promptly on the first day of every month in advance, pay Triple B Ranch the monthly fee specified on the data sheet for the use of such facilities, together with the other services described herein. Any unpaid balance will be considered delinquent as of the 5th day of the month and thereafter will be accrued a penalty of \$5.00 per day until paid.
3. Triple B Ranch agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the horse, as specified on the data sheet. If any special diets or supplements are desired or preferred, they will be specified on the data sheet and the cost thereof added to the compensation as specified in Paragraph 1.
4. Boarder shall be solely responsible for exercise for the horse. Triple B will not turn the horse out or otherwise provide any exercise other than what is available within the facilities, unless otherwise noted on the data sheet, or by special agreements between Triple B and boarder.
5. Boarder has the right to use the exercise arena at Triple B Ranch subject to all rules and regulations, modified from time to time by Triple B.
6. Triple B is authorized to secure emergency veterinary, blacksmith or other care required to assure the health and well being of the horse. Triple B will attempt to contact boarder before engaging in emergency care, but will not be required to delay such care if, in its sole discretion any delay would be harmful to the horse. Boarder agrees to pay promptly for such care when billed and Triple B agrees to use the farrier and veterinarian specified on the data sheet *when possible*.
7. Boarder warrants that he owns the horse specified in the agreement free and clear of any liens or encumbrances except those specified on the data sheet; that said horse has been wormed and received rhino, tetanus, flu and encephalitis shots.
8. Triple B shall not be liable for any theft, estray, sickness, disease, injury or death which may occur or been inherited by the horse while boarded with Triple B under this agreement, nor shall Triple B be responsible or liable for any damages or injuries suffered by boarder or its guests while on the premises. Boarder hereby waives, relinquishes any and all claims it may have against Triple B and Triple B principals, agents, and contractors, for any damages, loses, costs or expenses of any kind or nature hazards including consequential damages, relating to the horse.

Boarder or boarder's guests, or arising out of the boarding of the horse pursuant to this agreement. Boarder agrees to indemnify and hold harmless Triple B and Triple B's principal, owners, employees and contractors, from any and all claims arising from damages and injuries to persons or property caused by the horse while boarded with Triple B.

9. Boarder is aware of and will make guest aware of the Colorado law Equine professionals are not liable for any injury to death of a participant in equine activities resulting from the inherent risk of equine activity, pursuant to 13-21-120 Colorado revised status. Boarder agrees to hold Triple B harmless and indemnify Triple B its principal, owners, employees and contractors from any and all costs, loss, damages, expenses, judgment, or fees incurred (including expert witness fees and attorney's fees) arising from or in any way relating to liable for any damages, theft, estray, sickness, disease, injury or death which may occur or been inherited by the horse, boarder, boarder's guests with Triple B under this agreement.
10. Triple B is not required to carry any insurance on horses not owned by it. All risks and liabilities are to be borne by the boarder. Boarder is encouraged to obtain public liability insurance covering the risks.
11. This boarding agreement shall run from _____ to _____ and will automatically renew on the anniversary date unless otherwise notified by either party with 30 day written notice. This agreement may be terminated any time by either party upon 30 days written notice, after the original boarding period has been honored.
12. If either party fails to perform or otherwise violates any of the provisions of the agreement, the agreement shall terminate immediately. Subject to Triple B's lien described in Paragraph 14, boarder will remove the horse from the premises immediately. If boarder refused to remove the horse from premises, Triple B may treat it as abandoned.
13. Boarder will at all times comply with all rules and regulations issued by Triple B for the horse, stable and use of the facilities and property that make up Triple B.
14. Boarder is hereby notified that Colorado Law (38-20-102) grants lien to stable keepers on the horse and equipment for any unpaid boarding fees and boarder will pay all costs of collection; including reasonable attorney fees.
15. Boarder shall be responsible to ensure any and/or all persons they bring to Triple B property and /or ride any horse from owner or another owner, they fill out a Triple B Waiver form. Any boarder neglecting to do so shall be liable totally.
16. This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
17. If any part of this provision of the agreement shall be help to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Triple B Ranch:

Boarder:

Triple B Paint & Quarter Horse Ranch
Data Sheet

Boarder Information

Name: _____

Home Phone Numbers: Voice: _____ Fax: _____ Cell: _____

Office Phone Numbers: Voice: _____ Fax: _____ Cell: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Horse Information:

Horses Name: _____ Color: _____ Age: _____

Breed: _____ Brands/Scars: _____ Vet Check: _____ Sex: _____

Co-Owner: _____ Encumbrances: _____

Wormed:

Type: _____ Date: _____

Type: _____ Date: _____

Vaccines:

Type: _____ Date: _____

Type: _____ Date: _____

#1 Veterinarian: _____ **#1 Farrier:** _____

Phone: _____ Phone: _____

#2 Veterinarian: _____ **#2 Farrier:** _____

Phone: _____ Phone: _____

Insurance Carrier: _____ **Phone:** _____ **Coverage:** _____

Facility Provided (Stable/ Stall/ Run)

Description of Facility: _____ Location to Barn: _____

Feeding Program: _____ Rental Charge: _____

Special Diet: _____ Additional Charge: _____

Exercise Program: _____ Additional Charge: _____

Additional Information:

