



**HORSE BOARDING AGREEMENT AND
LIABILITY RELEASE ASSOCIATED WITH BOARDING**
amendment April 1, 2010

MANAGER NAME: Travis Andersen and/or Andrea Andersen

**PLEASE READ CAREFULLY BEFORE SIGNING
THIS MANAGER DOES NOT GUARANTEE YOUR SAFETY
OR THAT OF YOUR HORSES
IT IS HEREBY AGREED TO AS FOLLOWS:**

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.

A. DEFINITIONS – The term “MANAGER” shall herein refer to the manager of Andersen Acres LLC or any of Andersen Acres LLC owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, and others acting on Andersen Acres LLC's behalf . The term “Andersen Acres” shall herein refer to Andersen Acres LLC. The term "OWNER" shall herein refer to the owner, part owner, or lessee of the animals which are contracted to be boarded under this agreement. The terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, and also to the specific animal or animals to which this agreement refers. The term "RIDING" shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "RIDER" shall herein refer to the OWNER and the parents or legal guardians thereof if a minor. The term “CONTROL” shall herein refer to any and all actions being done to the ANIMAL(S) be it tied, untied, confined, or unconfined.

B. AGREEMENT PURPOSE and CONSIDERATION - At the commencement of this agreement, the OWNER intends for Andersen Acres to undertake the boarding of the animal(s) listed below under Clause C and to provide other incidental services according to terms and conditions set forth herein.

1. Monthly Rate: OWNER agrees to pay to Andersen Acres the sum of **\$265.00** per month for each animal in a group setting, *Add **\$65.00** per month if you desire an individual run. Monthly charges for boarding and other incidental services are due **each month prior to boarding**. Payments are due on the 1st of the month. If commencement of boarding of the animal(s) occurs before the 1st of the month then fees will be prorated up to the end of the current month.

Note: A Separate run is recommend but not required during the first month of stay while your horse gets familiar with the facility and other horses in the herd. Stallions are required to have an individual run for at least the first month so that unwanted copulations do not occur. Also due to the innate nature of stallions being harder on equipment and fencing and along with the additional attention they require and deserve, there is an additional cost of \$25 per month in addition to the separate run cost.

2. Overnight Rate: \$20 per night per horse if stay is for 7 nights or less. A monthly plan must be chosen if staying for 8 or more nights. An individual run is included with the overnight rate if the OWNER wishes.

C. DISCLOSURE OF INFORMATION ABOUT HORSES TO BE BOARDED

1. Barn Name of Horse _____ Age _____
Registered Name _____
Breed _____ Color _____ Sex _____
Current Insurer _____ Policy # _____
Insurer Emergency Phone # _____

Initials:
OWNER _____

Disclose Horse's Vices, Unique Habits _____

Other Pertinent Information _____

2. Barn Name of Horse _____ Age _____
Registered Name _____
Breed _____ Color _____ Sex _____
Current Insurer _____ Policy # _____
Insurer Emergency Phone # _____
Disclose Horse's Vices, Unique Habits _____

Other Pertinent Information _____

D. FEE SCHEDULE FOR BOARDING SERVICES - MANAGER shall provide OWNER with a fee schedule for services in advance of the signing of this agreement, which shall become part of his agreement. Andersen Acres fee schedule may change at any time. See section V. for information on changes.

OWNER shall pay MANAGER for services below:

- BOARD - Shall include:
 - 1/2-1 LB OF GRAIN FEEDING PER DAY (at discretion of MANAGER)
 - FREE ACCESS TO WATER
 - AT LEAST 2 HAY FEEDINGS PER DAY (averaging 20-30 lbs per day)
_____ horse requires more than 30 lbs of hay per day. \$25 additional charge per month per 5 lb/day increments. (if horse can not maintain a healthy weight with no more than 30 lbs of hay a day then this option becomes mandatory)
 - WORMING ON THE ODD MONTHS – (monthly boarding option only)
 - GROUP SETTING
 - INDIVIDUAL RUN
 - OCCASIONAL PASTURE TURNOUT (At MANAGER'S discretion.
For turnout at OWNER'S request see Turnout section)
 - BARN SHELTER AND/OR RUN IN SHED
 - USE OF INDOOR & OUTDOOR ARENA, ROUND PEN, & PLAY AREA (all areas may be limited to use if a special event is occurring)

- TURNOUT (a turnout area is an area that is larger than the horse's normal area that it is housed in and greater than 3500 sq ft. It is an area that allows the horse to exercise and/or socialize with other horses and perhaps graze. \$5 per daily request unless monthly option checked ___ \$55 per month at 5 days each week, pending soil conditions.)

- EXERCISE/CONDITIONING
Grooming/Clipping and Exercise Conditioning are the responsibility of OWNER but if MANAGER feels the OWNER'S horse is being neglected in one or more of these services then MANAGER will report to the OWNER that the horse is being neglected. If the service of concern is not taken care of within 7 days then MANAGER will do the service for a fee of \$10.00 per 15 minutes of MANAGER's time to perform the service.
If OWNER would like maintenance riding sessions for their horse see <http://www.AndersenAcres.com/Assistance> for options.

- HANDLING FOR VET/FARRIER/HOOF TRIMMER (NON EMERGENCY) (\$25 plus \$1 per minute beyond 40 minutes if farrier work is being performed. \$10 per ¼ hour for other services. Timing starts when

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OWNER _____

professional to perform the service and horse are together)

Note: MANAGER can perform Natural Barefoot Trim. See <http://www.AndersenAcres.com/Assistance> for rates.

If trimming takes longer than one hour then an additional charge of \$1 per minute beyond 60 minutes will be assessed.

***The per minute charge is being charged due to the conscience actions of the horse not cooperating because of lack of training. If the horse is unable to cooperate due to physical problems then the per minute charge may be waived.

- HANDLING FOR EMERGENCY VET/FARRIER/HOOF TRIMMER CARE (Free)
- DOCTORING FOR SHORT TERM MEDICAL CARE (No more than 4 times per month or incident)(Free)
- DOCTORING FOR LONG TERM MEDICAL CARE (beyond 4 times per month or incident. \$5 per occurrence if only applying spray, salve, injection, or oral medication. \$10 per occurrence if care includes bandage change. If physical therapy is required then \$10.00 per 15 minutes of MANAGER's time.)
- FLY MASK (Occasional putting on and/or removing of mask is Free if no more than twice a week. \$30 per month for putting on and removing each day. Not responsible if horse removes mask via their own accord.)
- OTHER - describe _____

MILEAGE FOR HAULING **Please visit www.AndersenAcres.com/MileageRates for charges.** If one of MANAGER'S horses is going to the same location then only a \$20.00 transport fee will charged. (Brand inspection must be provided).

E. PAYMENT OF INVOICES - Invoices are payable with cash , check, or Pay-Pal upon receipt or agreed upon date. A fee of **\$25.00** will be applied for each returned check and checks will no longer be accepted as a form of payment. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from MANAGER's possession until all expenses are paid in full in cash or other type of secure funds. Personal check will only be accepted if the balance is paid off more than 10 days before the animal leaves MANAGER's possession.

In the event a payment in full is overdue by five (5) days, a \$5.00 per day late fee per horse starting on the 6th day will be charged up to a maximum of \$75 per horse per month. In the event a payment is overdue by ten (10) days, MANAGER shall be entitled to a lien against the horse and/or equipment stored upon Andersen Acres or MANAGER's premises in the full amount due. Enforcement of said lien shall be at the discretion of MANAGER who may sell the horse and/or equipment for amounts outstanding in accordance to the appropriate laws of the State.

F. BOARDING OF HORSE - Andersen Acres shall board the horse in accordance with generally accepted professional standards. The MANAGER will exercise reasonable care for the protection of the horses and shall board the animals to the best of his/her ability. MANAGER will provide suitable facilities and care for horse in an adequate manner with feed being determined by the MANAGER.

OWNER shall submit an information sheet for each horse on the premises belonging to OWNER within forty-eight (48) hours of delivery. This Information Sheet shall include any and all information on each horse that will aid the MANAGER in boarding and maintaining the horse. This may include but not limited to listing of vices, bad habits, medical conditions, personality description, physical conditions of the horse and how well the horse gets along with others.

G. SALE OR DEATH OF HORSE - It is hereby agreed that in the event of the sale of the horse, or the death of the horse, MANAGER has the option of accepting another horse, in accordance with this condition set forth herein within seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees.

H. HORSE HEALTH WARRANTY - Each horse shall enter Andersen Acres premises free from transmissible diseases, and must be effectively wormed, and current on immunizations for this area at least 7 days prior to arriving at the equine facility. The following up-to-date documents must be presented to MANAGER by the OWNER prior to the entry of horse onto Andersen Acres premises.

- Veterinarian Health Certificate Worming and Immunization Record
- Negative Coggins Test if requested Strangles Vaccine Recommended

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- I. MANAGER'S RIGHT TO REFUSE SERVICES** - MANAGER reserves the right to refuse the continuation of boarding services of any horses for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which MANAGER may not be equipped or capable to handle; OWNERS refusal to obey stable rules or to cooperate with MANAGER on reasonable requests relative to the management, boarding, welfare and safety of animals and people on premises; and, also in such event MANAGER shall give OWNER **7 (SEVEN)** days written notice to remove horses from premises. After all fees have been paid in full this agreement is concluded. Failure to pay boarding and other fees as due shall also entitle MANAGER to act upon Clause Q.
- J. ROUTINE HORSE CARE REQUIREMENT** - Horses being boarded must participate in MANAGER's worming, immunization, trimming/shoeing dental programs, the cost of which shall be borne by OWNER. All expenses for the horse by other professionals (ie: veterinarians, farriers, trainers, etc) is the responsibility of the OWNER and the OWNER shall pay that professional for their service according to their billing practice. The OWNER shall schedule their own appointments with the professional for their horse if a service is to be provided outside of Andersen Acres scheduled times for such a professional service. Owner shall also be present for all professional service or pay an additional fee to MANAGER to handle the horse. If for some reason the OWNER is unavailable during the service then all expenses incurred for the service, or other out-of-pocket cost shall be billed after the incurrence thereof upon the next billing by Andersen Acres.
- K. EMERGENCY CARE** - MANAGER agrees to attempt to contact OWNER should MANAGER determine veterinary treatment is needed for said horse(s), but, if MANAGER is unable to contact OWNER, MANAGER is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by OWNER within fifteen (15) days from the date OWNER receives notice thereof, or MANAGER is authorized, as OWNER's agent, to arrange direct billing to OWNER.

MANAGER shall assume that OWNER desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless MANAGER is instructed herein by OWNER or on OWNER's Information Sheets, that the horse(s) is/are not surgical candidates.

OWNER agrees to notify MANAGER of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact OWNER in the event of an emergency. In the event OWNER departs for vacation or is otherwise unavailable, prior to departure OWNER shall notify MANAGER as to what party is authorized to make decisions in the OWNER's place with regard to the health, well-being, and/or medical treatment of the horse(s).

- L. INHERENT RISKS AND ASSUMPTION OF RISK** - The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, stopping short, changing direction or speed at will, shifting its weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them or to ANIMAL itself or to other animals around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.
- M. RISK OF LOSS AND STANDARD OF CARE** - During the time that the animal(s) is/are in custody of MANAGER, MANAGER shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the animal(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said animal(s), except in the event of willful negligence on the part of MANAGER, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the OWNER, may receive on MANAGER's premises.

The OWNER fully understands that MANAGER does not carry any insurance on any animals not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and

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OWNER _____

that all risks connected with boarding or for any other reason for which the animal(s) in the possession of, and on the premises of MANAGER are to be borne by the OWNER.

The standard of care applicable to MANAGER is that of ordinary care of a prudent animal owner and not as a compensated bailee. In no event shall MANAGER be held liable to OWNER for equine death or injury in an amount in excess of Five Thousand Dollars (\$5,000) per animal. OWNER agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at OWNER's expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000). OWNER agrees to disclose this entire agreement to OWNER's insurance company and provide MANAGER with the company's name, address and policy number. Failure to disclose insurance information shall be at OWNER's risk.

- N. DIRECT LOSS TO PERSONAL PROPERTY WARNING** - OWNER is hereby warned that direct loss or damage, theft, injury or disappearance of OWNER's horses, tack, equipment or other property is not covered by MANAGER's insurance and MANAGER shall not be liable for the OWNER's horses, tack, equipment or other property.
- O. OWNER ACCEPTANCE OF RESPONSIBILITY** - During the time that the horse(s) are being boarded the horse(s) shall be in the custody of the MANAGER. OWNER has inspected the MANAGER's premises and/or has in some other way satisfied himself that the conditions of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER's horse(s). OWNER further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the ANIMALS while in the CONTROL of the OWNER, OWNER's family members, invitees or other handlers or agents appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to the MANAGER by OWNER. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, OWNER's family members, invitees and agents caused by or in relation to the OWNER's horse(s).
- P. RELEASE OF LIABILITY** - In consideration of MANAGER undertaking the boarding and incidental services under the terms set forth herein. I, the undersigned OWNER, do agree to hold harmless and release the MANAGER, MANAGER's owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and Insurers, and others acting on MANAGER's behalf, (hereinafter, collectively referred to as "Associates"), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to MANAGER's and/or MANAGER's ASSOCIATES ordinary negligence; and I do further agree that except in the event of the MANAGER's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the MANAGER and MANAGER's ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the animals, and/or by me and/or my minor child or legal ward, in relation to the premises and operations of the MANAGER.
- Q. RIGHT OF LIEN** - The OWNER is given notice that MANAGER has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, MANAGER will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event MANAGER exercises MANAGER's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by MANAGER's representatives setting forth the material facts of the default and foreclosure as well as MANAGER's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, OWNER agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$1000.00 will be assessed.
- R. OWNER RIGHT OF TERMINATION** - Upon 7 (seven) days written notice to the MANAGER and after a minimum boarding period of 30 (thirty) days, the OWNER may terminate this agreement for any reason. If OWNER is unable to give 7 (seven) days written notice, 7 (seven) days of fees will still be applied. MANAGER shall be paid for all fees incurred up to the termination date. After all fees have been paid in full this agreement is concluded.
- S. LIMITATION OF ACTIONS.** Any action or claim brought by OWNER against MANAGER for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

Initials:

OWNER _____

T. ADDITIONAL AGREEMENTS - Additional agreements should be listed here, and be individually initialed by each party.

If none, check here

U. AGREEMENT SCOPE AND TERRITORY - This agreement shall be legally binding upon the MANAGER and the OWNER and OWNER's parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the state and county of domicile of the MANAGER and will be interpreted and enforced under the laws of THIS STATE. Any disputes by the OWNER shall be litigated in and venue shall be the county in which THIS STABLE is physically located. If any clause, phrases or word is in conflict with State Law then that single part is null and void and the other portions hereof shall be deemed in full force and effect.

V. AGREEMENT CHANGES/UPDATES – The fee schedule, services, and or sections within this agreement may change at any time. It is the responsibility of the OWNER to review the current agreements, contracts, and services on the Internet at www.AndersenAcres.com or request a written copy from the MANAGER at the end of each monthly service if the OWNER is to continue using MANAGER's services. If the OWNER is only using an hourly service that the MANAGER provides then MANAGER shall notify OWNER prior to conducting the service.

W. ENTIRE AGREEMENT - This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of MANAGER's stable, and shall be enforced and interpreted in accordance with the laws of said State.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

SIGNATURE OF OWNER #1 _____
SIGNATURE OF OWNER #2 _____

DATE: _____
DATE: _____

SIGNATURE OF MANAGER: _____

DATE: _____

OWNER's NAME(S) _____
OWNER's ADDRESS _____

OWNER's DAYTIME PHONE _____
OWNER's EVENING PHONE _____
OWNER's CELL PHONE _____
OWNER's EMAIL _____

Please list name, address and phone number of Veterinarian, Farrier, and other important people I can contact for information regarding your horse.

Initials:
OWNER _____