



Boarder Information

Name:

Address:

Phone Number(s):

Email:

Emergency Contact:

Name:

Phone Number(s):

Relationship:

Horse's Name:

Age:

Breed and Color:

Primary Veterinarian:

Primary Farrier:

Boarding Agreement

This agreement is dated: _____

In the State of Colorado, by and between Eden's Aspens Horsemanship, LLC, hereinafter referred to as EAH, and

_____(Client's Name).

"Management" shall hereinafter refer to EAH Trainer or Trainer's agents or staff and employees.

Client legally owns the below described horse and agrees with EAH to become a part of the boarding facility with said horse for the purpose and under the terms agreed to as follows:

Horses' Name:

Reg. #:

Breed:

DOB:

Color:

Gender:

Specific Description:

Management agrees to accept listed horse into the EAH Boarding Facility and/or Training Program to care for said horse; and, it is the plan and intention of the client to board this horse. Client and EAH mutually agree to as follows:

Horses in the EAH Training Program:

Horse will not be ridden or trained by anyone other than the Trainer, Trainer's staff, or qualified working students, or the client while in training unless prior arrangements have been made. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof. Trainer cannot guarantee any effect of training program or that any particular result will be achieved, since this depends a great deal on the individual physical, mental and emotional ability of the horse and client. Client additionally agrees that he/she understands that the training of the horse involves placing above normal stresses on the horse both physically and mentally and that the Trainer is in no way responsible for the results of

the reasonable levels of stress, which could potentially cause injury, illness and/or loss of the horse.

Terms of Payment:

Client agrees to pay Trainer according to attached fee layout per month. Client will receive monthly statements on the first (1st) day of said month itemizing board, training and incidentals if horse requires special care or feed. Such statements shall be due and payable on the fifth (5th) day of said month by either cash or check. If payment is received after the 5th day of said month a \$5.00 late fee will be assessed for each day past due. A fee of \$20.00 and any bank charges will be assessed for any check that is not valid. Partial months boarding shall be paid on a pro-rata based on the number of days in said month.

Feed:

Trainer agrees to provide adequate forage for normal and reasonable care required to maintain the health and well being of the horse. Boarding with free choice hay, or boarding in a stall being fed twice or three times a day depending on needs of the horse. If the horse is to be grained, it is the Client's responsibility to provide all grain and supplements, a metal trash can for storage of grain, a feed scoop and a feed bucket. It is also the Client's responsibility to check and refill supplements and grain regularly. If horse is out of grain, supplements or does not have a feed bucket the horse will not receive grain. Management will feed grain once daily to paddock boarded horses and twice if necessary to stall boarded horses. Additional graining can be arranged for a fee.

Turnout and Paddock Living:

Horses will receive scheduled pasture turnout subject to weather and ground conditions, pasture health and discretion of Management. On days where horses are not turned out to pasture, they will remain in their respective paddocks or stalls. The client understands that there may be extra risk to a horse in a group setting and will not hold Management responsible for injuries incurred in this situation. The horse will be held in if the client's or Trainer's veterinarian or farrier instructs. If the client's horse is aggressive, antisocial or otherwise deemed inappropriate for turnout by the Trainer the horse will not be turned out in a group setting.

Paddock Cleaning and Stall Cleaning:

Paddocks will be cleaned a minimum of 5 times a week or as weather allows. Stalls will be cleaned every day and shavings will be replaced as needed and fresh water, hay, and a feeding of grain each day. See attached fee layout for daily stall care rates.

Facilities:

Trainer and client will share use of facilities; see attached Barn Policies for specific guidelines. Client will have use of client lounge, tack room, equipment hook and saddle space (if a saddle is owned). All other areas, unless otherwise marked are for community use. Client acknowledges client has inspected the facilities and finds them in safe and acceptable order.

Routine Horse Care Requirement:

Horses being boarded must participate in the Trainer's de-worming, vaccinations, hoof care and dental programs, the cost of which shall be carried by client. All expenses for the horse by other professionals (i.e. veterinarians, farriers, dentists, etc) are the responsibility of the client and the client shall pay that professional for their services according to their billing practice. The client must be present for veterinarian, farrier or dental work or the Trainer shall bill client an additional fee to handle the horse.

Blanketing:

Client needs to provide a winter blanket for the horse. All initial cost, maintenance and upkeep are carried by the client. Management will blanket horses during winter months in the case of extreme temperatures determined at sole discretion of Management.

Fly Masks and Other Horse "Attire":

If client provides a fly mask or any other horse "attire" for horse, Management will apply when needed. All costs, and maintenance are carried by the client.

Emergency Care:

Trainer shall notify client of any injury or illness to horse as soon as it is practical after the problem is discovered. Trainer agrees to attempt to contact client or client's agent(s) should Trainer determine veterinary treatment is needed for said horse, but if Trainer is unable to contact client or client's agents, Trainer is then authorized to secure emergency veterinary and/or farrier care required for the health and well being of said horse. Client shall pay all costs of such care secured. Trainer is authorized to arrange direct billing to client. If Trainer/Management is required to attend to horses's medical/emergency care in the absence of client, client agrees to pay Trainer according to attached fee layout. The Permission to Seek Veterinary Care and Living Will attached hereto form a part of this contract. Client agrees to notify Trainer of any and all changes of addresses, emergency telephone numbers, itineraries and other information reasonably necessary to contact client in the event of an emergency.

Authorization of Trainer:

The client hereby irrevocably authorizes the Trainer to contact a veterinarian and/or farrier of its choice in the event that the client is unwilling to authorize such services, and at the sole discretion of the Trainer, when the health of the horse is in jeopardy. This authorization includes but is not limited to: wounds, punctures, seizures, fever, excessive coughing, founder, colic, and severe hoof neglect. This includes, when deemed necessary by a licensed veterinarian, euthanasia of the horse. The Trainer is not responsible for the outcome of treatment given and the client is responsible for the payment of any such services. The Permission to Seek Veterinary Care and Living Will attached hereto forms a part of this agreement.

Risk of Loss:

While the horse is under Trainer's care, Trainer, its agents or employees shall not be liable for any loss or damage, injury, sickness, death or theft suffered by the horse or any other cause of action arising from or connecting to the owner of the horse. Client agrees to hold Trainer harmless from any and all claims arising from damage or injury caused by said horse to anyone, and defend Trainer from any such claims. All costs, no matter how catastrophic, connected with boarding or for any other reason for which the horse is on the premises, are to be carried by client. The client further agrees they shall be solely responsible at all times for any and all acts of the horse including but not limited to damage to all property, and claims or injuries of loss of life that may be sustained by client, client's family, invitees, and agents of any other

persons of the property. The General Agreement and Release of Liability attached hereto forms a part of this contract.

Insurance:

Client fully understands that Trainer does not carry any insurance for any horses or property (tack, equipment, trailers, etc.) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse in the possession of, and on the premises of Trainer's are to be carried by the client. **It is the client's responsibly to carry full and complete insurance coverage on client, client's horse, and all personal property.**

Trainer's Right to Refuse Service:

Trainer reserves the right to refuse the continuation of boarding or training services of any horses for any reason, to include but not limited to: horse's poor health or unsoundness, dangerous propensities, habits and/or vices; and/or non- trainable condition which Trainer may not be equipped or capable to handle; Client's refusal to obey barn rules or to cooperate with Trainer on reasonable requests relative to management, training, welfare and safety of animals and people on premises; and in such event Trainer shall give client seven (7) days written notice to remove horse 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 Trainer to act with the right of lien on client's horse.

Riding Equipment, Tack and Barn Policies:

Client acknowledges that they have been advised by Trainer to purchase and wear a well fitted helmet fastened securely under the chin while working around or riding horses. Client further acknowledges that they are hereby advised by Trainer to always wear hard soled fully enclosed shoes or boots and socks to protect feet, and long pants to protect legs while working around or riding horses. Trainer agrees to advise client on the use of reasonable tack equipment for their horse. Client bears sole responsibility for their ultimate choice of tack and equipment, and for the security of such items. Trainer shall not be liable for client's loss of tack or equipment. Client agrees to abide by all Trainer's rules and regulations. The Barn Policies attached hereto forms a part of this contract.

Board Reimbursement:

No reimbursement or refund of any board and/or care payment shall be made under any circumstances for any reason, including, but not by way of limitation to hospitalization, or absence for breeding, showing, or otherwise of the horse.

Termination of Agreement:

Client or Trainer may terminate this contract without cause upon at least thirty (30) days written notice to the other party.

Binding Effect:

All terms and conditions of this agreement shall be binding on the heirs, successors, and assigns of client and Trainer.

Attachments:

The following documents are important parts of this boarding and training agreement:

- Boarder Information
- General Agreement and Release of Liability
- Rates and Fee Layout
- Permission to Seek Veterinary Care and Living Will
- Barn Policies
- Emergency Contact Information
- Horse Instruction Policies and Procedures
- Photography Authorization

This agreement is made and entered into in the State of Colorado and shall be enforced and interpreted under the laws of Colorado. Should any clause in this agreement be in conflict with the Colorado law, that individual clause is null and void.

This agreement, including the attachments, represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written agreement or in a written amendment hereto.

When Trainer and client sign this agreement, it will then be binding on both parties, subject to the above and attached terms and conditions.

Client's Signature

Date

Client's Printed Name

(Owner/Trainer)

Eden's Aspens Horsemanship, LLC

Date

Rates and Fee Layout

Client must select an option below and agrees to pay the Trainer the sum as indicated by the option chosen for the horse:

_____ Stall Boarding: \$500/month

_____ Paddock Boarding: \$400/month

_____ Training Board: \$350/month (this applies only if the horse is being boarded specifically for training and will return home after said training has been completed)

Horse Training Session: \$45/hour or session

Private Instruction: \$45/hour or session (A maximum of 3 lessons per week can be taken)

Children's Lessons: These are an hour and a half lesson, which gives time for grooming, tacking up, and untacking with the Instructor. \$50/ hour and a half. A maximum of 3 lessons per week can be taken.

Other Services:

Second Graining a Day: \$35/month

Handling for the Vet/Farrier: \$20/hour (minimum of \$20)

Medical Care (Applying salve, oral medication): \$5 per application (Client provides medications and supplies)

Bandaging: \$25 per application (Either supplies will be provided by Client, or Trainer's supplies will be used and billed to Client)

Shavings: \$10/bag (If the client's horse is not usually kept in a stall)

Permission to Seek Veterinary Care and Living Will

I, _____, the Client, give Management and its agents permission to seek veterinary care- evaluation, diagnostic procedures and treatment- for my horse(s) , in the event Management is unable to reach me or my agent(s):

1) Agent Name:

Phone:

2)Agent Name:

Phone:

This Permission is granted not only for emergency situations but also for whenever my horse(s) requires medical attention of any kind and Management or its agents has been unable to contact either my agent or me.

My preferred veterinarian is _____ ,

located at _____ ,

phone number _____ . If the specified veterinarian is unavailable, Management is authorized to use the veterinarian on call of alternate veterinarian Dr. Charlotte Obermeyer; DVM. Located at Boulder and Beyond Veterinary Services. Phone Number: 303-818-5888.

Should these veterinarians be unavailable, Management and its agents are hereby authorized to use another licensed veterinarian. All fees charged by said veterinarian shall be the sole responsibility of the client, with no liability whatsoever on the part of Management and/or its agents for said fees.

I want to do whatever is necessary to ensure my horse will receive the appropriate veterinary care in case of an emergency or in case of a routine injury or illness. I authorize an amount up to \$ _____ to be spent if it will likely save my horse and the accident or illness is recoverable. If it is apparent that my horse is suffering excessively and there is no hope of recovery, then i do not want his/her life prolonged. If Management and the veterinarian deem it necessary, please have my horse euthanized.

I give my permission to have my horse transported to Country Side Large Animal Hospital, Colorado State University or other authorized veterinary facility for emergency veterinary services should the veterinarian or Management deem it necessary. I give this permission knowing the bill may exceed the spending limit in the previous paragraph and take responsibility for all costs incurred, including, but not limited to, transporting costs.

_____ YES

_____ NO

I hereby request that if my horse were to be critically ill or injured or if my horse were to be euthanized, that someone among the Management's staff would be present to comfort him/her. If my horse must be euthanized, I hereby request that the body be dispersed of in the following manner:

Unless otherwise specified the rendering company will be called. I will be responsible for all costs of body disposal and agree to have the body removed in an immediate manner.

_____ Client Signature

_____ Date

Barn Policies

- Barn hours are from 9 a.m. to 9 p.m. daily.
- Parking is permitted on the West side, or Front side of Barn.
- Horses may only be handled with permission of the Owner or Trainer. Don not feed, pet, groom, halter, handle, or ride a horse without the Owner's or Trainer's prior consent.
- Each person is responsible for the general cleanup behind their horse in all common areas, including the barn aisle, tie areas, round pen and arena.
- Tie horse to secure and designated tie areas only. DO NOT tie your horse to moveable metal panels or wooden fences. Ask management for appropriate tie areas.
- Do not utilize tack, equipment or horses belonging to another person without prior consent. Leave gates as you found them.
- Due to the nature of this facility being a boarding AND training facility, facility use is as follows: priority is given to Trainer for use of the round pen for training sessions with or without client involvement. Also, yield the tacking/tie area in the barn aisle to the needs of the Trainer. The riding arena is for community use. Please be alert and considerate when riding with others.
- Do not use tack, training equipment or health supplies belonging to the resident Trainer without prior permission unless it is marked as available for community use.
- Management strongly suggests wearing an ASTM/SEI approved riding helmet and appropriate shoes when mounted. If you do not wish to wear a helmet, you MUST sign the Hard Hat Waiver of Liability.
- All participants, auditors and visitors must sign a liability release upon arrival at EAH. This includes family and friends of Owners.
- Dogs are allowed on premises, but only after getting the consent of the facility owner. Do not let your dog off leash unless he/she minds very well on verbal commands. If your dog chases horses, barks often, chases children/small pets, may bite, or does not get along with other dogs, ect. do not bring your dog. If your dog is seen doing any one of these things, you may be asked to either cease bringing your dog or to keep your dog on a leash. Please use your discretion, if you have any doubt about your dogs ability to mind, please do not bring your dog.
- No smoking or alcohol allowed on premises.
- All visitors, riders, and boarders are responsible for the proper conduct of themselves and their families and guests while on property. Damage to horses, equipment, and facilities caused by neglect or abuse will be charged to the responsible individual. Please report any needed repairs or hazards to management.

Horse Instruction Policies and Procedures

Safety:

All participants must wear appropriate gear when around horses. This includes: long pants (jeans or riding pants), closed toe boots with a heel and approved riding helmet. If you choose to not wear a riding helmet, you MUST sign the Hard Hat Waiver of Liability. All participants must sign a Release of Liability and Emergency Contact Information form before riding or participating in any activity on the EAH premises.

Payment:

Students and Boarders will receive a monthly statement on the first (1) day of each month by email itemizing all lessons, board, and care given to horse from the previous month (i.e. January lessons will be billed in the February 1st statement). See Rates and Fee Layout for specific costs. Such statements shall be due and payable on the 5th of each month by either cash or check. If payment is received after the 5th day of said month a \$5.00 per day late fee will be charged.

Cancellation Policy:

If the instructor must cancel a lesson for any reason, every reasonable attempt will be made to notify the student as early as possible. The instructor will reschedule the lesson in a mutually satisfactory manner.

If the student needs to cancel a lesson, it must be done 24 hours in advance. Lessons cancelled with less than 24-hour notice, except in the event of extreme weather or emergency are subject to lesson fee. Instructor may be notified of cancellation either in person or by phone: Autumn at 970-590-7052.

Horse Care:

Proper catching, haltering, grooming and tacking will be taught in the initial lessons with instructor supervision. When the adult students become comfortable and familiar with proper horse care and handling, they are then responsible for preparing their lesson horse prior to the start of the lesson. In order to ensure a full hour of instruction, adult participants should arrive 30 minutes before their scheduled session to perform these tasks and plan on staying at least 15-20 minutes after the lesson to untack, cool down, and groom their horses. If the student is late and therefore the preparation cuts into the session time, additional lesson time is not guaranteed. In order to fully benefit from your allotted session, plan on arriving early to start on time.

Child participants will catch, groom and tack their lesson horse with the supervision of their instructor during the lesson time, therefore extra time prior to and following lesson does not need to be allowed.

Barn Etiquette:

Participants are responsible for the general cleanup behind their horses in all common areas including at tacking areas and in the arena and round pen.

_____ (Initials)

Photography Authorization

I, _____ , hereby give my consent for any photographs taken of me or my horse during my participation in the Eden's Aspens Horsemanship program to be used for marketing and advocacy purposes by EAH. This permission pertains to photographs used in print form as well as in online form.

Printed Name: _____

Signature: _____

Date: _____

PRINT LIABILITY AGREEMENT TO ADD TO CONTRACT