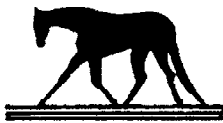


*Lynn Hindman*



Committed to Quality

## Haystack Acres

6060 Niwot Rd.

Longmont, CO. 80503

[www.haystackacres.com](http://www.haystackacres.com)

303-530-2519

### BOARDING and TRAINING AGREEMENT

This Agreement is made on \_\_\_\_\_, between Haystack Acres Inc. ("Haystack Acres"), located at 6060 Niwot Road, Longmont, Colorado 80503 and \_\_\_\_\_ ("Owner") residing at \_\_\_\_\_ Phone \_\_\_\_\_ Owner owns the horse described in Section 2 (the "Horse") and desires Haystack Acres to provide Owner boarding and other services as described herein.

#### 1. Fees

(a) In consideration of \$ \_\_\_\_\_ per month payable by Owner in advance on or before the first day of each month, Haystack Acres agrees to board the horse on a month to month basis beginning \_\_\_\_\_.

(b) In consideration of \$ \_\_\_\_\_ per month, payable in advance on the first day of each month, Haystack Acres agrees to train the horse on a month to month basis beginning \_\_\_\_\_ as described below.

(c) Haystack Acres shall bill Owner for such fees monthly. In the event the fees set forth above are not paid when due, Haystack Acres shall retain all rights to payment according to Colorado law including but not limited to the right of lien set forth in paragraph 12 below and the right to charge interest on all past due amounts.

(d) A \$15.00 late fee shall be charged for each day payment has not been received by the 5th day of each month.

(e) In the event that Haystack Acres transports the Horse, or allows the use of a trailer, owner agrees to indemnify, defend and hold Haystack Acres and its employees and owners, assigns, heirs, and next of kin harmless from and against any liability, claims, demands, actions and causes of action arising from any damage, injury or loss to any person, property and Horse and agrees to pay such expenses, fees, costs, damages and attorneys fees and costs in connection therewith. All hauling shall be charged at the rate of 1.25 per mile with a minimum of \$20.00.

(f) In the event that owner desires to hire a trainer or instructor to work on the grounds of Haystack Acres, each trainer/instructor is required to have current liability insurance. Haystack Acres shall be paid a \$10.00 arena fee per each student under the instruction of above individual.

(g) A damage deposit in the amount of 1 month board shall be paid on the first day of boarding term. It shall be used at the discretion of Haystack acres to cover any and all damages to property caused by horse or owner while boarding at Haystack Acres. At termination of boarding the balance of the deposit shall be returned. Should damages exceed the deposit, it is agreed upon that owner shall be responsible for the cost of repair.

## 2. Description of Horse

Horse's name: \_\_\_\_\_.

Breed/\_\_\_\_\_Yearfoaled:\_\_\_\_\_Color:\_\_\_\_\_Sex:\_\_\_\_\_

## 3. Board

As more fully set forth below, Haystack Acres shall provide the Horse with normal and reasonable care during the term of this Agreement. Any specific instructions by owner shall be in writing and attached hereto.

## 4. Medical and Emergency Care

A. Owner is solely responsible for all veterinary care of the Horse.

In the event the Horse requires emergency veterinary treatment, Haystack Acres will attempt to contact Owner but, in the event Owner is not reached, Haystack Acres has the authority to secure emergency veterinary and/or blacksmith care. Owner is responsible to pay all costs relating to this care. Haystack Acres, may, in its discretion, arrange billing directly to the Owner.

(1) Do you carry Equine Mortality Insurance? yes \_\_\_\_\_ no \_\_\_\_\_

(2) What is the name and telephone number of the insurance company? \_\_\_\_\_

Policy number \_\_\_\_\_ . In the event Haystack Acres is unable to contact Owner, Haystack Acres shall contact such insurance company regarding the emergency.

(3) In the event the Horse becomes ill or is injured what is the name and telephone number of preferred veterinarian \_\_\_\_\_ . If said veterinarian cannot be reached, Haystack Acres has authorization to choose another veterinarian.

(4) Do you wish to provide a dollar limit on emergency veterinary care  
yes \_\_\_\_\_ no \_\_\_\_\_ amount \_\_\_\_\_ .

(5) Haystack Acres will make a good faith effort to keep such emergency costs below such amount however, in the event that the dollar amount on emergency veterinary care exceeds the limit amount above stated, describe specific instructions for Haystack Acres to follow: \_\_\_\_\_

(A) In the event that follow up care requires Haystack Acres to treat the Horse, Owner shall provide all medicine and supplies to Haystack Acres. In addition, Haystack Acres shall bill Owner for its services as follows:

(a) Vet assistance fee: \$10.00

(b) Follow-up vet care: \$ 8.00/day

(c) In the event that Horse, currently boarded in the pasture or paddock becomes ill or injured and is required to be stalled in the barn, an additional fee of \$5.00 per day will be billed to Owner.

## 5. Worming and Vaccination

Haystack Acres shall implement a worming and vaccination program, consistent with recognized standards. Owner shall be billed for the cost of such services, and a reasonable stable charge as follows:

(a) All vaccinations : \$15.00 each

(b) All wormings: \$ 15.00 each

## **6. Hoofcare**

Haystack Acres shall implement a hoofcare program consistent with recognized standards. Haystack Acres shall use a farrier of its choice and at such times as Haystack Acres, in its discretion, deems advisable. Haystack Acres shall include in Owner's monthly bill the farrier's charges with respect to the Horse plus an additional handling charge of \$10.00 per farrier visit. Owner may handle the Horse's hoofcare needs by initialing this paragraph and crossing out the first five sentences hereof. The Owner shall then be solely responsible for all of Horse's shoeing and trimming needs.

(A) If Haystack Acres pays farrier, a fee of \$25.00 per horse shall be charged to owner.

## **7. Training**

(A) Haystack Acres agrees to provide \_\_\_\_\_ days of training to the Horse per month. No guarantees or representations are made by Haystack Acres as to the results of said training. Training shall be \_\_\_\_\_ days per week. Owner shall pay \$ \_\_\_\_\_, in advance for each day of training. In the event any days of training are carried into a subsequent month due to inclement weather, or otherwise, such training fee shall be adjusted accordingly.

(B) In connection with training, Owner agrees that Haystack Acres may transport Horse to an indoor arena or other location for training. Owner agrees to indemnify, defend and hold Haystack Acres and its employees and owners, harmless from and against any liability, claims, demands, actions and causes of action arising from any damage, injury or loss to any person, property and Horse and agrees to pay such expenses, fees, costs, damages and attorneys fees and costs in connection therewith.

## **8. Risk of Loss**

Haystack Acres shall not be liable for any sickness, disease, theft, death or injury suffered by the Horse, any loss, injury, damage or death to any person or any damage to or loss of any property, whether or not owned by the Owner, arising from or in connection with the boarding, training or use of the Horse. All risks are expressly assumed by the Owner. All costs whatsoever, no matter how catastrophic, connected with the boarding, training and use of the Horse by any person are borne by Owner.

## **9. Indemnity**

Owner agrees to hold Haystack Acres and its employees and owners, harmless from any loss, injury, liability, damage, demand or claim incurred in connection with the boarding, training or the use of the Horse, whether or not on the property of Haystack Acres, and agrees to pay all resulting expenses, damages, costs and fees (including attorneys fees) incurred by Haystack Acres.

## **10. Termination**

Either party may terminate this Agreement upon thirty (30) days written notice delivered by hand or by U.S. mail. In the event of a breach or default hereunder, the prevailing party has the right to recover attorney's fees and court costs.

**11. Notice and Assignment**

The Owner may not assign this Agreement unless Haystack Acres agrees in writing. All notices hereunder shall be sent by first class U.S. Mail to the addresses of the parties stated above or shall be hand delivered to the Owner or, if to Haystack Acres, to Lynn Hindman.

**12. Right of Lien**

Haystack Acres has the right of lien as set forth in the laws of the State of Colorado for any amounts due hereunder and shall have the right, without process of law, to retain the Horse until the indebtedness is satisfactorily paid in full. In the event such amounts have not been paid in full within three (3) months after the date the first delinquent bill was due, Haystack Acres may sell the Horse, retain the amount owed, including board and services for such period, and mail the balance to the owner by U.S. mail.

**13. Waiver and Validity**

The waiver of one term of this Agreement shall not constitute a breach of the Agreement or the waiver of another term of this Agreement. In the event any portion of this Agreement is held to be invalid, the remainder of the Agreement shall nonetheless remain in full force and effect. Owner warrants and represents that Owner is the sole owner of the Horse and is authorized to enter into this Agreement and that this Agreement shall be binding on Owner's signature.

**14. Entire Agreement**

This written Agreement contains the entire Agreement between the parties and may only be modified in writing signed by both parties. This Agreement supersedes all agreements between the parties, whether written or oral, regarding boarding and training of the Horse.

**HAYSTACK ACRES is open to boarders MONDAY through SATURDAY  
CLOSED on SUNDAYS**

**All children 9 years old and under must be accompanied by an adult on a one to one basis when on the grounds of Haystack Acres.**

**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 13-21-120,  
Colorado Revised Statutes.**

This agreement is subject to the laws of the State of Colorado. The parties have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_.

I have read and understand this Agreement.

BY: \_\_\_\_\_  
Lynn Hindman, President **OWNER**