



BOARDING AGREEMENT
Creekside Equestrian LLC

This BOARDING AGREEMENT (this "Agreement") is made and entered into on this ____ day of _____, 201__ (the "Effective Date") by and between Creekside Equestrian LLC, a Colorado limited liability company ("Creekside") and _____ ("Owner").

RECITALS

- A. Creekside owns and operates a horse boarding facility located at 6484 East Stroh Road, Parker, Colorado 80134 (the "Facility").
- B. Owner wishes to board his/her Horse at the Facility and to obtain the Boarding Services pursuant to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the agreements set forth herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, Creekside and Owner agree as follows:

1. Horse. The horse described on **Exhibit A** attached hereto and incorporated herein (the "Horse") shall be boarded at the Facility and receive the Boarding Services pursuant to the terms and conditions of this Agreement. In the event more than one (1) horse is described on Exhibit A, all references herein to the "Horse" shall mean and refer to all of the horses, collectively.
2. Boarding Services. Creekside shall provide the following services with respect to each Horse, as applicable (collectively, the "Boarding Services"): a stall or shed with a run, regular feeding, use of a tack area, use of a trailer parking area, blanketing, and use of the stable facility.
3. Boarding Fee and Deposit. In consideration of the Boarding Services, Owner shall pay Creekside \$_____ per Horse, per month (the "Fee"), to be paid by Owner in advance on the Effective Date and on the first (1st) day of each calendar month thereafter during the Term via automatic clearing house (ACH) in accordance with the authorization form attached hereto as **Exhibit B**. The Fee shall be prorated for any calendar month during which Owner receives Boarding Services for less than the entire calendar month. Payments of the Fee not received by the third (3rd) day of the month in which such Fee is due may incur a ten percent (10%) late penalty. Fees and costs for any services other than the Boarding Services shall be at the sole cost and expense of Owner and shall due and payable with the monthly Fee.

4. Deposit. Owner shall, contemporaneously with the execution of this Agreement, deliver to Creekside a security deposit in the amount of \$ _____ (the “Deposit”), which shall be maintained with Creekside at all times during the Term of this Agreement as security for Owner’s obligations hereunder. If Owner is in default in the performance of any provision of this Agreement, Creekside shall have the right to use the Deposit, or so much as is necessary, in payment of any Fee or other amounts in default, reimbursement of expenses incurred by Creekside, and payment of damages incurred by Creekside by reason of Owner’s default. (Damage to pen or property) Creekside shall have the right to commingle the Deposit with other funds of Creekside and the Deposit shall not accrue interest.

5. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue month-to-month (the “Term”), unless sooner terminated by either party. Either party may terminate this Agreement by providing the other party thirty (30) days advance written notice.

6. Barn Rules. Owner hereby acknowledges receipt and understanding of the current barn rules, which are incorporated herein by this reference and which provide, among other things, that (a) smoking, dogs and alcohol are not permitted at any time at the Facility, (b) jumping shall not be permitted, and (c) all riders must ride with a helmet approved by ASTM/SEI (American Society for Testing and Materials/Safety Equipment Institute). Owner acknowledges and agrees that Owner and Owner’s family, guests, invitees and permittees (collectively, the “Owner Parties”) shall be bound by and abide by such rules, as they may be amended from time to time, and that failure to comply with such rules may result in the termination of this Agreement and other claims and damages.

7. Health of Horse/Veterinarian Care. The Horse shall be free from infectious, contagious or transmittable diseases. Prior to arrival at the Facility, Creekside shall have received a current negative coggins test for the Horse and Creekside may refuse acceptance of any Horse if the such test is not delivered to Creekside. During the Term, Owner shall be solely responsible for maintenance of the Horse’s health, including, but not limited to, worming the Horse a minimum of two (2) times per year. Upon request from Creekside, Owner shall provide evidence of such worming. In the event the Horse suffers from an injury, accident or illness Creekside will attempt to contact the Owner and the veterinarian listed on **Exhibit C** attached hereto. If Creekside is unable to reach the Owner or the veterinarian listed on Exhibit C, Creekside may, and is hereby authorized to, contact another licensed veterinarian for emergency treatment, as Creekside deems necessary; provided, however, that nothing herein shall require or obligate Creekside to contact a veterinarian other than as listed on Exhibit C for such emergency treatment. Owner shall be responsible for any and all fees and costs related to such veterinarian care.

8. Risk of Loss. Creekside, its successors, assigns, members, executive directors, managing directors, directors, partners, managers, officers, employees and agents (collectively, the “Creekside Parties”) shall not be liable for any sickness, disease, theft, death, injury or disability which may be suffered by the Horse or the Owner Parties in connection with the use of or presence upon Creekside’s property and the Facility. Owner hereby assumes all risks and liabilities related to Owner’s use of or presence upon the Facility. Owner hereby releases, acquits and forever discharges the Creekside Parties of and from any and all liability, rights, claims, demands, damages, costs, medical costs, expenses, actions, causes of action, suits of liability, wrongful death, survival actions, and controversies of any and every kind and description whatsoever, whether at law or equity, under statute, in contract, or in tort, suspected or unsuspected, known or unknown, without exception or reservation, now existing or which may accrue later, on account of, or in any manner related to Owner’s use of or presence upon Creekside’s property and facilities and the Boarding Services.

9. Indemnification. Owner shall indemnify, defend and hold the Creekside Parties harmless from and against any and all liens, claims, lawsuits, demands, proceedings, liabilities, damages, costs, losses and expenses, including court costs and attorneys’ fees, arising from, out of or relating to (i) any loss, death, damage or injury suffered by the Owner Parties, (ii) the Boarding Services, or (iii) this Agreement. This provision shall survive termination or expiration of this Agreement.

10. Confidentiality. Owner acknowledges and agrees that the terms and conditions of this Agreement shall not be disclosed to any third party, except to legal, financial or other professional advisors as may be required for performance hereunder (and who agree to keep the terms and conditions of this Agreement confidential), or as required by judicial action, unless otherwise agreed in writing by Creekside.

11. Default. Either party may terminate this Agreement upon the default by the other party under the terms and conditions of this Agreement. In the case of a default, the non-defaulting party shall have the right to recover legal fees and expenses incurred in connection with any such default.

12. Agistor’s Lien. Pursuant to and in accordance with C.R.S. § 38-20-201, *et seq.* Creekside has a continuing lien upon and security interest in and to the Horse for payment in full of the Fee and any and all other fees to be paid hereunder. Owner hereby acknowledges and agrees that failure to pay the Fee and other amounts due hereunder may result in Creekside obtaining ownership of the Horse. Creekside shall be permitted to file financing statements and continuations thereof to perfect such lien and security interest. Owner shall, at its expense, furnish to Creekside such further instruments and documents and take all further actions as Creekside may reasonably require from time to time in order to evidence, perfect and maintain the lien and security interest of Creekside.

13. Assignment. This Agreement may be assigned by Creekside. This Agreement may not be assigned by Owner without Creekside's express written consent. This Agreement is binding upon the parties hereto, their successors and assigns.

14. Governing Law. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Colorado.

15. Section Titles; Gender. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the masculine and feminine forms, and vice versa.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same document.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day first above written.

CREEKSIDE:

Creekside Equestrian LLC,
a Colorado limited liability company

By: _____

Its: _____

Title: _____

OWNER:

By: _____

Printed Name: _____

EXHIBIT A
Horse Description

Name: _____ Age: _____
Color: _____ Sex: _____
Breed: _____
Registration/Tattoo No (if applicable): _____
Insurance Carrier and Phone No.: _____

Name: _____ Age: _____
Color: _____ Sex: _____
Breed: _____
Registration/Tattoo No (if applicable): _____
Insurance Carrier and Phone No.: _____

Name: _____ Age: _____
Color: _____ Sex: _____
Breed: _____
Registration/Tattoo No (if applicable): _____
Insurance Carrier and Phone No.: _____

Name: _____ Age: _____
Color: _____ Sex: _____
Breed: _____
Registration/Tattoo No (if applicable): _____
Insurance Carrier and Phone No.: _____

EXHIBIT B
AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

OWNER: _____

I (we) hereby authorize Creekside Equestrian LLC, a Colorado limited liability company (“Creekside”) to initiate debit entries to my (our) Checking account Savings account (select one) indicated below at the depository financial institution named below (“Bank”), and to debit the payments due to Creekside pursuant to the terms and conditions of that certain Boarding Agreement (Creekside Equestrian LLC) dated _____ on the dates such payments are due or on the next business day that Creekside initiates such debit entries.

DEPOSITORY BANK NAME: _____

DEPOSITORY BANK ACCOUNT NAME: _____

BRANCH: _____

CITY: _____ STATE: _____ ZIP: _____

ROUTING NO.: _____ ACCOUNT NO.: _____

This authorization is to remain in full force and effect until Creekside has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Creekside and Bank a reasonable opportunity to act on it.

I (we) hereby acknowledge: (1) that such debit entries may cause an overdraft of such account which may result in Bank’s refusal to honor item(s) drawn on such account until adequate deposits are made to such account; (2) that Creekside is under no duty or obligation to initiate any debit entry for any purpose; and (3) that if a debit is not made because the above-referenced account does not have a sufficient available balance, the payment may be late or past due.

DATE: _____

OWNER: _____

NOTE: ALL DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

EXHIBIT C
Emergency Contact Information

Emergency Medical Contact Card for Horse

Name: _____

Address: _____

City: _____ Zip: _____ Phone _____

Veterinarian Name: _____

Veterinarian Phone: _____

Emergency Contact for Rider:

Name: _____

Phone: _____

Name: _____

Phone: _____

Doctor: _____

Phone: _____

Hospital Preference: _____

Phone: _____

Medication: _____

Allergies: _____