

This BOARDING AGREEMENT is made and entered into on this _____ day of _____ 20__, by and between Normandy Farms and Stables Inc., hereinafter designated "Manager", and _____ hereinafter designated "Owner", and if Owner is a minor, Owner's parent or guardian, _____. Manager agrees to accept Owner's horse(s), "_____" description _____, for boarding; and, it is the plan and intention of the Owner to board this horse. For and in consideration of the agreements hereinafter set forth, Owner and Manager mutually agree as follows:

1. Owner agrees that Manager, their agents and employees, are not liable for death, sickness and/or accident, including consequential damages, caused to horse, except if caused by willful and wanton gross negligence of Manager. In addition, Owner agrees to hold Manager, completely harmless and not liable for any injury whatsoever caused to Owner and/ or any loss or damage to personal property.
2. It is the Owner's responsibility to carry full and complete insurance coverage on Owner, Owner's horse and all personal property. Owner agrees to abide by all manager's rules and regulations, agrees they have received such rules and regulations, and will wear proper safety equipment.
3. Owner shall pay Manager for boarding services, as described below. \$ ____ per Stall per month (and prorated to actual arrival/departure date), to include Bedding and Cleaning, feed, and use of Common area Facilities. Other services/products are to be in addition to board. Board is due on the (1st) of each preceding month, timely payments are strictly enforced. A late fee of \$100.00 will be charged on payments received more that seven(7) days late: plus a finance charge of 1.5% per month(18% annually) will be charged on all accounts 30 days past due. If payment is overdue by 30 days, Manager is entitled to a lien against horse for amount due, according to the appropriate laws of the state of Colorado. A security deposit of \$300.00 paid(_____), payable with this contract, shall be refunded as stated by #7and or #10.
4. Horse shall be free from infectious, contagious or transmissible disease. Current Negative Coggins Test and a Veterinarians Health Certificate are required prior to unloading horse. Manager reserves the right to refuse horse if not in proper health upon arrival.
5. Manager reserves the right to notify owner at any time should horse or Owner in Managers opinion, be deemed dangerous, sick or in any other way undesirable for this boarding stable. Furthermore in situations where in Managers opinion a owner is not acting in best interests of horse, or with disregards to our high standards of ethics and conduct. Manager reserves the right to require departure of Owner and animal. In each case owner is responsible for removing horse and belongings within 24 hours and for all fees/damages incurred during horse's stay. After all fees/damages have been paid, deposit will be refunded and this contract is concluded.
6. Regular veterinarian and farrier attention will be arranged by Owner, and shall be invoiced by service provider directly to owner. In the event of sickness and/or accident to the horse, after reasonable efforts have failed to contact Owner, Manager has permission to contact a veterinarian for treatment. Manager will follow owners specified instruction.
7. Contracts of Normandy Farms are produced on a month to month basis, Increases in board will be communicated 30 days in advance. Proper notice for termination and refund is by the 1st of each month, 30 days in advance, however, any termination within the contract period is accepted including death or sale of horse. In such case, Manager shall be paid for all fees/damages incurred up to the departure date and Deposit will not be refunded as proper notice is not given, Manager shall keep security deposit and consider it liquidated damages. Horse boarded beyond communicated termination date will be boarded at a daily rate of \$30.00 until departure is accomplished.
8. Manager operates in the best interest of the horse at all times. If conditions require, Manager may perform services/repairs at the Owner's expense in order to keep the horse safe and healthy.(i.e. blanketing/unblanketing horse when weather requires), and will charge client for service. Should Manager decide, that in the best interest of horse or stable that Owner is at any time not in compliance with #5, Manager may terminate contract as stated in #5.
9. Owner acknowledges receipt of stable rules. Non conformance to these rules are grounds for immediate termination of contract as stipulated in #5.
10. Commencement of this Contract shall begin on or about _____, 2008, and continue on a month to month basis until thirty(30) day written notice by the first of each month to conclude the Contract as stipulated in #7.
11. This Contract is non-assignable and non-transferable. If stable closes/ or is sold, Manager will give Owner thirty(30) days written notice and Manager will be held harmless.
12. Should either party breach this Contract, the breaching party shall pay for the other's court costs and attorney's fees related to such breach.
13. User acknowledges receipt and completion as well as understanding of Colorado Revised Statute 13-21-119. "An equine professional is not liable for an injury or death of a participant in equine activities resulting from the inherent risks of equine activities".
14. This Contract is made and entered into in the State of Colorado and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State law, the individual clause is null and void.
15. This Contract represents the entire agreement between the parties. No other agreement or promises, verbally or implied are included unless specifically stated in this written agreement. Additional agreements should be separately initialed by each party. If none, check ____.

When Manager and Owner(or Owner's parent or guardian, if Owner is a minor) sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Manager's(or authorized agent's) Signature and Date
5200 West Coal Mine Road
Littleton, Colorado 80123

Owner's(or Guardian) Signature and Date

Address and Telephone Number