

Sunflower Equestrian Center LLC DBA Silver Quarter Acres Boarding Agreement

AGREEMENT DATE		MOVE IN DATE	
MONTHLY BOARD FEE		DEPOSIT AMOUNT	
OWNER'S NAME			
OWNER'S FULL ADDRESS			

THIS AGREEMENT is made this AGREEMENT DATE by and between Sunflower Equestrian Center, LLC d/b/a Silver Quarter Acres located at 5551 Indiana Street, Golden, Colorado 80403 (hereinafter referred to as "SQA") and the above named OWNER, the legal owner of the horse(s) described in the attached Boarding Application (hereinafter referred to as "Owner").

1. Fees

- a. In consideration of the MONTHLY BOARD FEE paid by the Owner in advance on the first day of each month, SQA agrees to board the horse(s) described in attached Boarding Application beginning on the MOVE IN DATE.
- b. Additional services, the fees for which are to be paid in the same timely fashion, are available as described in SQA's Rate Sheet. These additional services can be changed at any time by written notice from Owner delivered to SQA.
- c. Each of the fees set forth in subparagraph (a) and (b) above are subject to change given 30 days written notice by SQA.
- d. Simultaneously with Owner's signature, Owner shall pay the DEPOSIT AMOUNT as a security deposit. The security deposit, or a written accounting made therefor, listing the exact reasons for retention of any portion of the security deposit, shall be delivered to Owner at the last known address within 60 days after termination of this Agreement. Said security deposit may be retained for unpaid fees, termination without 30 day notice, and/or damage to SQA's property arising from this Agreement, whether by Owner, Owner's guests, pets or horse(s).
- e. Should fees remain unpaid on the fifth day of the month, a late fee of \$25 will be assessed plus \$5 for each day thereafter that fees remain unpaid. A service charge of \$30.00 will be assessed for any check returned by the bank. Unpaid balances shall be assessed compound interest at the rate of 21% per annum.
- f. Payments for the final month of boarding shall be made in cash, certified funds or money order if immediate release of the horse(s) is desired. If final payment is made by personal check, the horse(s) will not be released until the check has cleared the bank.

2. Description Of The Horse(s)

The horses shall be described in attached Boarding Application. Owner warrants that he/she is the legal owner of the horse(s) or has provided proof to SQA, deemed sufficient by SQA, to demonstrate that the legal owner of the horse(s) has authorized the undersigned to make decisions and incur obligations pertaining to boarding of the horse(s).

3. Health Requirements

- a. Owner shall provide to SQA upon horse's entry onto SQA's property and twice annually thereafter, each spring and fall, proof that each horse is in compliance with SQA's Wellness Requirements. Further, Owner shall provide proof of worming of each horse every 90 days.
- b. If Owner fails to provide proof of inoculations and/or worming as specified herein, SQA is authorized to contact the Veterinarian specified in Boarding Application to inoculate and/or worm the horse(s). Owner is responsible to pay all costs related to this care. SQA is authorized as Owner's agent to arrange billing to Owner.

4. Care

- a. SQA agrees to perform the following care:
 - i. Feed and grain twice daily;
 - ii. Cleaning of stalls;
 - iii. Additional services as specified in Rate Sheet.
- b. SQA reserves the right to move horse(s) as needed for behavioral and/or feeding issues.

5. Emergency Care

- a. If, in SQA's opinion, treatment is needed, SQA will attempt to call Owner but, in the event Owner is not reached within a reasonable time, as deemed reasonable by SQA in view of the horse's condition, SQA has the authority to secure veterinary care and/or farrier care. If, in SQA's opinion, immediate care is needed, SQA is authorized to secure such care from a practitioner of

SQA's choice. Owner is responsible to pay all costs relating to this care. SQA is authorized as Owner's agent to arrange billing to Owner.

b. If notification of an insurance company is required, SQA shall do the following: _____

6. Risk Of Loss

SQA shall not be liable for any sickness, disease, theft, injury, damage or death incurred by said horse(s). All risks are assumed by Owner. All costs of any nature connected with boarding, no matter how catastrophic, are borne by Owner.

7. Indemnification And Hold Harmless

Owner shall indemnify, save and hold harmless SQA, its employees, agents and landlord, against any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred as a result of any act or omission by Owner, Owner's employees, agents, contractors, or assignees or as a result of the horse(s).

8. Equine Activities – Statutory Warning

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.

Inherent risks include, but are not limited to, the propensity of horses to behave unpredictably, collisions, surface conditions, and actions or omissions of riders.

9. Premises And Rules

Owner shall comply with SQA's posted Rules and Regulations, which may change from time to time. These rules and regulations are posted in the barn and the undersigned verifies that he/she has received a copy herewith.

10. Termination And Notice

- a. Either party may terminate this Agreement, with or without cause. Owner agrees to give SQA 30 days notice to terminate this Agreement. Owner will be responsible for fees for the 30 days following the date of notice.
- b. In the event of a default, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney fees, resulting from breach of a material term of this Agreement.
- c. Any property left at SQA 30 days after termination shall become SQA's property, without process of law.

11. Assignment

The duties and obligations of the Owner under this Agreement cannot be assigned unless SQA agrees in writing.

12. Right Of Lien

SQA is an "agistor" under the Agistor's Lien Act, Colorado Revised Statutes Section 38-20-201 et seq. and has the right of a lien against the horse(s) for the fees set forth in Paragraph 1 and for all costs incurred in enforcing such lien, including attorney fees. Owner gives SQA the right, without process of law, to retain said horse(s) until the indebtedness is paid in full. Under the Agistor's Lien Act, the horse(s) can be sold at public auction after the lien has been foreclosed and the sale proceeds applied to the unpaid lien.

13. Governing Law

This Agreement is governed by and interpreted under the laws of the State of Colorado. Any action brought under this Agreement shall be brought in Jefferson County, Colorado.

OWNER DATE

SUNFLOWER EQUESTRIAN CENTER, LLC DATE

INCLUSIONS:
Boarding Application
Rate Sheet
Rules And Regulations