

PLEASE READ THE ENTIRE DOCUMENT CAREFULLY AND INITIAL AT THE BOTTOM OF EACH PAGE BEFORE SIGNING AT THE BOTTOM OF PAGE 9

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.

A. DEFINITIONS

The term "STABLE" shall herein refer to Deseos Arabians & Miniatures LLC or any of their owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, and others/designees acting on Deseos Arabians & Miniatures LLC's behalf .

The term "Deseos Arabians" shall herein refer to Deseos Arabians & Miniatures LLC.

The term "OWNER" shall herein refer to the owner, part owner, boarder, or lessee of the horse or horses which are contracted to be boarded under this agreement.

The term "HORSE(S)" shall herein refer to all equine species, and also to the specific animal or animals to which this agreement refers.

The term "RIDING" shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted.

The term "RIDER" shall herein refer to the OWNER and the parents or legal guardians thereof if a minor.

The term "CONTROL" shall herein refer to any and all actions being done to the HORSE(S) be it tied, untied, confined, or unconfined.

B. AGREEMENT PURPOSE and CONSIDERATION

At the commencement of this agreement, the OWNER intends for Deseos Arabians to undertake the boarding of the horse(s) listed below under Clause C and to provide other incidental services according to terms and conditions set forth herein.

1. Monthly Rate: OWNER agrees to pay to Deseos Arabians the discounted sum of **\$150.00** per month for the horse, Juliet, described under Clause C and allow Deseos Arabians use of the horse when not in use by OWNER. OWNER will retain priority use of the horse and may choose at any time to discontinue the "discounted board in exchange for partial use agreement" and default to the full care private board rate of **\$300.00** per month.
2. Monthly charges for boarding and other incidental services are due **each month prior to boarding**. Payments are due on the 1st of the month. If commencement of boarding of the horse(s) occurs before the 1st of the month then fees will be prorated up to the end of the current month.
3. If OWNER or STABLE wishes to make modifications to the boarding agreement the party requesting to make changes must contact the other party within 14 days of when the desired changes would take effect in order to discuss the alterations, put changes in writing, and sign a new/modified boarding agreement.

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C. DISCLOSURE OF INFORMATION ABOUT HORSE(S) TO BE BOARDED

Call Name of Horse _____ Age _____

Registered Name _____

Breed _____ Color _____ Sex _____

Microchip # _____

Disclose Horse's Vices, Unique Habits _____

Other Pertinent Information _____

D. FEE SCHEDULE FOR BOARDING SERVICES - STABLE shall provide OWNER with a fee schedule for services in advance of the signing of this agreement, which shall become part of his agreement. Deseos Arabians fee schedule may change at any time. See section V. for information on changes.

OWNER shall pay STABLE for services below:

BOARD which shall include:

STABLE agrees to provide normal and reasonable care and handling to maintain the health and well being of the horse (s).

STABLE agrees to provide barn shelter or run-in shed, at least two feedings per day of hay/grain/soaked beet pulp, access to clean water, cleaning of pen/stall/run, daily pasture turnout with at least one other horse at STABLE's discretion, blanketing if needed, and to administer any additional feed, medication, or supplements as requested by and paid for by OWNER.

STABLE will arrange for/provide the necessary routine farrier, dental, and veterinary care of the horse as is reasonably necessary and will provide handling for such care if OWNER cannot be present. *Provided such expense for same shall be the obligation of OWNER. Upon presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fifteen days from the time submitted to OWNER.

*If horse is injured during use by Deseos Arabians, STABLE will be obligated to pay veterinary expenses related to the injury; all other veterinary care to be paid by OWNER.

STABLE will provide quarterly worming of the horse at OWNER expense. The bill/invoice for worming will be provided to OWNER upon completion each quarter.

OWNER'S INITIALS _____

STABLE will provide emergency first aid as needed and will notify veterinarian and/or OWNER of any injury or illness of horse.

OWNER will have access to the premises/facilities at all times. STABLE will provide OWNER with necessary keys and combinations for access to their horse and equipment.

Additional Services:

E. PAYMENT OF INVOICES

Invoices are payable with cash, check, or Pay-Pal upon receipt or agreed upon date.

A fee of **\$25.00** will be applied for each returned check and checks will no longer be accepted as a form of payment.

Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from STABLE's possession until all expenses are paid in full in cash or other type of secure funds. Personal check will only be accepted if the balance is paid off more than 10 days before the animal leaves STABLE's possession

In the event a payment in full is overdue by five (14) days, a \$5.00 per day late fee per horse starting on the 15th day will be charged. In the event a payment is overdue by thirty (30) days, STABLE shall be entitled to a lien against the horse and/or equipment stored upon Deseos Arabians or STABLE's premises in the full amount due. Enforcement of said lien shall be at the discretion of STABLE who may sell the horse and/or equipment for amounts outstanding in accordance to the appropriate laws of the State.

F. BOARDING OF HORSE

Deseos Arabians shall board the horse in accordance with generally accepted professional standards. The STABLE will exercise reasonable care for the protection of the horses and shall board the animals to the best of his/her ability. STABLE will provide suitable facilities and care for horse in an adequate manner with feed being determined by the STABLE.

OWNER shall submit an information sheet for each horse on the premises belonging to OWNER within forty-eight (48) hours of delivery. This Information Sheet shall include any and all information on each horse that will aid the STABLE in boarding and maintaining the horse. This may include but not limited to listing of vices, bad habits, medical conditions, personality description, physical conditions of the horse and how well the horse gets along with others.

G. SALE OR DEATH OF HORSE

It is hereby agreed that in the event of the sale of the horse, or the death of the horse, STABLE will hold the board space for OWNER for a period of thirty (30) days before replacement with another boarder. At the end of thirty (30) days any credits due OWNER or fees due STABLE will be reconciled and the board agreement terminated.

H. HORSE HEALTH WARRANTY

Each horse shall enter Deseos Arabians premises free from transmissible diseases, and must be effectively wormed and current on immunizations for this area at least 7 days prior to arriving at the equine facility. The following up-to-date documents must be presented to STABLE by the OWNER prior to the entry of horse onto Deseos Arabians premises:

- Proof of Ownership
- Veterinarian Health Certificate
- Worming and Immunization Record
- Negative Coggins Test

I. STABLE'S RIGHT TO REFUSE SERVICES

STABLE reserves the right to refuse the continuation of boarding services of any horses for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which STABLE may not be equipped or capable to handle; OWNERS refusal to obey STABLE rules or to cooperate with STABLE on reasonable requests relative to the STABLE, boarding, welfare and safety of animals and people on premises. In such event STABLE shall give OWNER 7 (seven) days written notice to remove horses 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 STABLE to act upon Clause Q.

J. ROUTINE HORSE CARE REQUIREMENT

Horses being boarded must participate in STABLE's worming, immunization, farrier, and dental programs, the cost of which shall be borne by OWNER. All expenses for the horse by other professionals (i.e.: veterinarians, farriers, trainers, etc) is the responsibility of the OWNER and the OWNER shall pay that professional for their service according to their billing practice.

The OWNER shall schedule their own appointments with the professional for their horse if a service is to be provided outside of Deseos Arabians scheduled times for such a professional service or if OWNER wishes to hire someone other than Deseos Arabians normal service providers.

OWNER shall also be present for all professional service or make arrangements for STABLE to handle the horse. If for some reason the OWNER is unavailable during the service then all expenses incurred for the service, or other out-of-pocket cost shall be billed after the incurrence thereof upon the next billing by Deseos Arabians.

K. EMERGENCY CARE

STABLE agrees to attempt to contact OWNER should STABLE determine veterinary treatment is needed for said horse(s), but, if STABLE is unable to contact OWNER, STABLE is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by OWNER within fifteen (15) days from the date OWNER receives notice thereof, or STABLE is authorized, as OWNER's agent, to arrange direct billing to OWNER.

STABLE shall assume that OWNER desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless STABLE is instructed herein by OWNER or on OWNER's Information Sheets, that the horse(s) is/are not surgical candidates.

OWNER agrees to notify STABLE of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact OWNER in the event of an emergency. In the event OWNER departs for vacation or is otherwise unavailable, prior to departure OWNER shall notify STABLE as to what party is authorized to make decisions in the OWNER's place with regard to the health, well-being, and/or medical treatment of the horse(s).

L. INHERENT RISKS AND ASSUMPTION OF RISK

The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, stopping short, changing direction or speed at will, shifting its weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them or to ANIMAL itself or to other animals around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

M. RISK OF LOSS AND STANDARD OF CARE

During the time that the horse is in custody of STABLE, STABLE shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the horse or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse, except in the event of willful negligence on the part of STABLE, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the OWNER, may receive on STABLE premises.

The OWNER fully understands that STABLE does not carry any insurance on any animals 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(s) in the possession of, and on the premises of STABLE are to be borne by the OWNER.

The standard of care applicable to STABLE is that of ordinary care of a prudent animal OWNER and not as a compensated bailee. In no event shall STABLE be held liable to OWNER for equine death or injury in an amount in excess of the purchase price of the horse. OWNER agrees to obtain equine insurance for any animals valued in excess of the original purchase price at OWNER's expense, or forego any claim for amounts in excess. OWNER agrees to disclose this entire agreement to OWNER's insurance company and provide STABLE with the company's name, address and policy number. Failure to disclose insurance information shall be at OWNER's risk.

N. DIRECT LOSS TO PERSONAL PROPERTY WARNING

OWNER is hereby warned that direct loss or damage, theft, injury or disappearance of OWNER's horses, tack, equipment or other property is not covered by STABLE's insurance and STABLE shall not be liable for the OWNER's horses, tack, equipment or other property.

O. OWNER ACCEPTANCE OF RESPONSIBILITY

During the time that the horse(s) are being boarded the horse(s) shall be in the custody of the STABLE. OWNER has inspected the STABLE's premises and/or has in some other way satisfied himself that the conditions of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER's horse(s). OWNER further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the ANIMALS while in the CONTROL of the OWNER, OWNER's family members, invitees or other handlers or agents appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to the STABLE by OWNER. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, OWNER's family members, invitees and agents caused by or in relation to the OWNER's horse(s).

P. RELEASE OF LIABILITY

In consideration of STABLE undertaking the boarding and incidental services under the terms set forth herein. I, the undersigned OWNER, do agree to hold harmless and release the STABLE, STABLE's OWNERS, agents, employees, officers, directors, representatives, assigns, members, premises OWNERS, affiliated organizations, Insurers, and others acting on STABLE's behalf, (hereinafter, collectively referred to as "Associates"), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to STABLE's and/or STABLE's ASSOCIATES ordinary negligence; and I do further agree that except in the event of the STABLE's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the STABLE and STABLE's ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the animals, and/or by me and/or my minor child or legal ward, in relation to the premises and operations of the STABLE.

Q. RIGHT OF LIEN

The OWNER is given notice that STABLE has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, STABLE will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event STABLE exercises STABLE's lien rights as above-described for non-payment, this agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by STABLE's representatives setting forth the material facts of the default and foreclosure as well as STABLE's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, OWNER agrees to pay all attorney's fees, costs, and other related expenses for which minimum charge of \$1000.00 will be assessed.

R. OWNER RIGHT OF TERMINATION

Upon 7 (seven) days written notice to the STABLE and after a minimum boarding period of 30 (thirty) days, the OWNER may terminate this agreement for any reason. If OWNER is unable to give 7 (seven) days written notice, 7 (seven) days of fees will still be applied. STABLE shall be paid for all fees incurred up to the termination date. After all fees have been paid in full this agreement is concluded.

S. LIMITATION OF ACTIONS

Any action or claim brought by OWNER against STABLE for breach of this contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

T. BOARDING RULES AND REGULATIONS

The welfare of the horse(s) overrides everything else. In the event of an emergency or unusual circumstance decisions are to be made that place the well being of the horse first.

STABLE prohibits the use of training methods or devices on our premises that are not in the best interest of the horse. Auxiliary reins, martingales, tie-downs, draw reins, tight or unapproved nosebands, or any other device that is contrary to the natural biomechanics of the horse will not be permitted.

STABLE will not tolerate the use of force on any horse or the misuse of training aids such as ropes, crops, sticks, whips, spurs, bits, etc.

OWNER will ensure that saddle, bridle, bit, halter, and any other equipment used on horse properly fits the horse and is not injurious to the horse in any way.

OWNER will have 24 hour access to their horse, they are not to handle or disturb other horses or animals at the facility unless specified. STABLE will provide any necessary keys and combinations to OWNER.

OWNERS are responsible for notifying STABLE, in writing, if horses are going to shows, trips, etc. Expected time and date of return is to be conveyed to STABLE. A message board is provided in STABLE for communication purposes. Email, telephone, or verbal communications are also acceptable.

STABLE will determine whether a horse(s) returning from outside activities will need to be quarantined.

SAFETY HELMETS REQUIRED WHILE MOUNTED! Helmets: All Individuals must wear hard helmets when on horseback on STABLE premises. These helmets must be approved for equestrian use, ATSM/SEI certified. Safety helmets are required at ALL TIMES whether on or off stable premises when riding a Deseos Arabians owned horse.

STABLE requires anyone under 18 to be supervised by an adult.

STABLE recommends that no one ride alone. In the event that you do ride alone OWNER is advised to notify someone of when and where you will be riding and again notify said someone when you have returned/completed your ride safely.

OWNER will ensure that the barn cats are properly put away in their holding pen/cage prior to opening up big barn doors. These cats are not allowed to run free outside. Cats are to be let back out once you are finished in the barn and the doors are closed to prevent escape.

OWNER will please clean up after yourself. Sweep the floor when done grooming your horse. Pick up any manure your horse drops; there are muck buckets and rakes for use at either in the barn. Turn off all water and put all equipment away properly when done, make sure that your horse's stall door/pen gate/pasture gate etc. is secure.

OWNER will make sure barn is locked up and driveway gate is closed and locked when leaving.

STABLE is not responsible for anything lost, stolen, or damaged. Do not borrow equipment from anyone, including STABLE, without first receiving permission.

STABLE is not responsible for your equipment. Please limit your equipment to 1 saddle, 1 bridle, and 1 trunk per horse. Please keep tack room orderly. Put all equipment away after each use. Limited space may be available for additional storage.

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No stallions. STABLE will not board stallions. Stallions are NOT to be brought onto the property for any reason without prior consent from STABLE.

OWNER will take proper safety precautions when handling horses. Remember that horses are animals that often act on their own. You are riding at your own risk.

Use of Deseos Arabian's horses is prohibited by anyone other than one of our students and then only under supervision by STABLE owner or designee.

Guests/Visitors must be accompanied by STABLE personnel or OWNER of horse being boarded.

Well behaved dogs are welcome. Visiting dogs must be restrained by a leash, kept in a cool car, or kenneled while on the premises.

U. ADDITIONAL AGREEMENTS

Additional agreements should be listed here, and be individually initialed by each party.

V. AGREEMENT SCOPE AND TERRITORY

This agreement shall be legally binding upon the STABLE and the OWNER and OWNER's parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the state of Colorado and county of El Paso, domicile of the STABLE, and will be interpreted and enforced under the laws of THIS STATE. Any disputes by the OWNER shall be litigated in and venue shall be the county in which THIS STABLE is physically located. If any clause, phrases or word is in conflict with State Law then that single part is null and void and the other portions hereof shall be deemed in full force and effect.

W. AGREEMENT CHANGES/UPDATES

The fee schedule, services, and or sections within this agreement may change at any time. It is the responsibility of the OWNER to review the current agreements, contracts, and services on the Internet at www.DeseosArabians.com or request a written copy from the STABLE at the end of each monthly service if the OWNER is to continue using STABLE's services. If the OWNER is only using an hourly service that the STABLE provides then STABLE shall notify OWNER prior to conducting the service.

X. ENTIRE AGREEMENT

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of Colorado, and shall be enforced and interpreted in accordance with the laws of said State.

OWNER'S INITIALS _____

Y. EQUINE WELFARE CLAUSE

The welfare and well being of the horse overrides everything. In the event that a horse's safety, health, or welfare is in jeopardy the aforementioned rules and agreement stipulations will be temporarily waived until which time the horse is safe, out of danger, or being attended to. This applies to the horse(s) being boarded, guest/visiting horse, or horse owned by Deseos Arabians.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS:

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

OWNER NAME(S) _____

OWNER's DAYTIME PHONE _____

OWNER's ADDRESS _____

OWNER's EVENING PHONE _____

OWNER's CELL PHONE _____

OWNER's EMAIL _____

Please list name, address and phone number of an Emergency Contact, Veterinarian, Farrier, or other important people STABLE can contact for information regarding your horse.

SIGNATURE OWNER #1 _____ DATE: _____

SIGNATURE OWNER #2 _____ DATE: _____

SIGNATURE OF STABLE _____ DATE: _____

PRINTED NAME OF STABLE OWNER OR DESIGNEE SIGNING FOR STABLE ABOVE:
