

HORSE'S NAME \_\_\_\_\_

STALL ASSIGNMENT \_\_\_\_\_

**KEN-CARYL RANCH MASTER ASSOCIATION, INC  
EQUESTRIAN CENTER**

**Co-owned Boarding Billing**

OWNER'S NAMES \_\_\_\_\_

\*\*\*\*\*

STALL OWNER'S NAME:

\_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

EMPLOYER \_\_\_\_\_

OCCUPATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

BILLING INFORMATION:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

**Said owner has my permission to receive individual billing for my boarding location.**

\_\_\_\_\_  
Owners

\_\_\_\_\_  
Date

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between KEN-CARYL RANCH MASTER ASSOCIATION, a Colorado non-profit corporation of 7676 S. Continental Divide Road, Littleton, Colorado 80127 (hereinafter "Ken-Caryl"), and

\_\_\_\_\_, of \_\_\_\_\_,  
(Hereinafter "Owner"). (Name of Horse)

**1.00 - GENERAL TERMS**

**1.01 Boarding.** Upon payment of fees and charges described herein, and subject to Owner’s compliance with the remaining terms of this Agreement, Ken-Caryl agrees to board at the Ken Caryl Ranch Equestrian Center the following horse:

Name of Horse \_\_\_\_\_ ID# \_\_\_\_\_  
DISCLOSURE OF INFORMATION ABOUT HORSE TO BE BOARDED

Breed \_\_\_\_\_ Age \_\_\_\_\_ Color \_\_\_\_\_ Sex \_\_\_\_\_

Vices or Unique Habits \_\_\_\_\_

Other Pertinent Information \_\_\_\_\_

Ken-Caryl will provide feed and care for horses as outlined in the Ken-Caryl Equestrian Center’s Operational Guidelines.

**1.02 Non-Resident Use of Premises.** If Owner is not a resident of the Ken-Caryl Ranch (hereinafter "Ken-Caryl Ranch"), as defined in the Master Declaration of Covenants, Conditions and Restrictions of Ken-Caryl Ranch recorded in the records of Jefferson County, Colorado, as amended from time to time, Ken-Caryl hereby grants to Owner permission, during the term of this Agreement, to enter upon and use the Ken-Caryl Ranch Equestrian Center facilities and prescribed trails solely for the purpose of horseback riding of the above described animal.

**1.03 Term and Rent.** This agreement shall commence as of the Effective Date state above and continue from month to month, with future boarding fees due on the first of each month, and may be terminated at any time by either party after a 7 (seven) day notice thereof. Subject to the provisions of Section 5.00 herein, and Ken-Caryl’s right to exercise its claim to an agister’s lien for unpaid amounts, upon termination of this Agreement, Owner shall immediately remove Owner’s horse from the Ken-Caryl Ranch Equestrian Center facilities without further notice.

In consideration of the above, Owner shall pay to Ken-Caryl, the following:

- 1) A charge of \$ \_\_\_\_\_ representing a pro-rata charge for boarding for the current month in which the animal enters the facility.
- 2) Owner shall pay to Ken-Caryl a daily rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

to a maximum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per thirty day period, commencing \_\_\_\_\_, 20\_\_\_\_. Payments should be mailed or delivered to the business office of the Ken-Caryl Ranch Master Association, 7676 South Continental Divide Road, Littleton, Colorado 80127, during regular business hours.

3) A \$20.00 fee shall be assessed against Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to, insufficient funds. Notwithstanding this provision, Ken Caryl shall be entitled to all additional remedies as may be provided by applicable law. If two or more of Owner's checks are returned unpaid by the bank within any twelve month period, Ken Caryl may require that all of Owner's future payments, for a period of one year, be made by certified check or money order.

4) Ken-Caryl Ranch Master Association reserves the right to increase rates and fees upon written notice to Boarder.

**1.04 Other Charges.** Owner shall be responsible for and pay all medical expenses incurred hereafter for the subject animal as well as the costs and charges of and for special services: (blanketing, turn-out, etc.)

**1.05 Registration.** Owner must make initial arrangements with the Equestrian Center management at 14422 West Ken-Caryl Avenue, Littleton, Colorado 80127. The following documentation will be required of a prospective boarder at the time registration is conducted:

- 1) A current health certificate
- 2) A current, negative Coggin's Test
- 3) Applicable fees as noted in Section 1.03 above.
- 4) Proof of Ownership

The authorized, signed boarding agreement must be presented to staff of the Ken-Caryl Equestrian Center prior to the arrival of the horse at the Center.

## **2.00 MEDICAL CARE**

If Ken-Caryl becomes aware of necessary medical treatment for the subject animal, it shall notify the Owner at the above address and telephone number. If the Owner does not immediately inform Ken-Caryl of the measures necessary for the medical treatment of the animal or if the animal's health requires emergency action, Ken-Caryl may without further notice secure necessary medical treatment for the animal, as determined by Ken-Caryl in its sole discretion. An effort will be made to contact owner's preferred veterinarian, however, if unable, Ken-Caryl will call a veterinarian of their choice. Any expenses so incurred by Ken-Caryl shall be due and payable by Owner upon billing by Ken-Caryl.

Preferred veterinarian/clinic \_\_\_\_\_ Phone \_\_\_\_\_

### **3.00 OWNER WARRANTIES**

**3.01 Ownership.** Owner hereby represents that he is the owner of the subject animal and that there is no lien or other encumbrance against the animal, except:\_\_\_\_\_.

**3.02 Health of Animal.** Owner hereby acknowledges that to the best of his knowledge the subject animal is in good health and free of any and all illnesses, diseases, defects and any other medical condition harmful to the animal, other animals or persons, except:\_\_\_\_\_.

### **4.00 WAIVER OF LIABILITY, INDEMNIFICATION AND AGREEMENT NOT TO SUE**

**4.01 Waiver of Liability.** The Owner's horse and any personal property shall be stored or boarded at the sole risk of the Owner, who hereby assumes risk of loss from any and all causes Ken Caryl and its members, directors, officers, employees, agents and independent contractors shall not be liable for injury to, or death of, Owner or any member of Owner's family or any third person authorized by Owner or acting on Owner's behalf (collectively "Participant"), the Owner's horse, or damages to Owner's personal property from any cause or reason relating to or arising out of the performance of this Agreement, including specifically the negligence of Ken Caryl and its members, directors, officers, employees, agents and independent contractors. Owner waives the right to make any claim for loss, liability or damage to persons, including death, or property for any cause or reason relating to or arising out of the performance of this Agreement.

**4.02 Indemnification.** Owner and Sponsor agree to indemnify and hold Ken Caryl and its members, directors, officers, employees, agents and independent contractors harmless from any claim, loss, liability, damage or injury to person, including death, or property caused by or arising out of Owner's or Owner's horse's actions or failure to act, for all loss or damage to Owner's horse or any personal property stored by Owner, caused by fire, theft, or by any other cause, and specifically including but not limited to all claims, actions, suits, proceedings, judgment, costs, attorneys' fees and expenses incident thereto.

**4.03 Agreement Not to Sue.** Owner and Sponsor release, discharge and agree not to sue or make any claim against, Ken Caryl, its members, directors, officers, agents, employees and subcontractors arising out of or from any and all foreseen and unforeseen injuries, deaths, losses, actions, claims, liabilities, judgments or damages of any kind and nature, including attorneys fees and court costs incurred by Ken Caryl in defending against the same, that may arise out of or be related to the terms of this Agreement and Owner's participation (including as a spectator) in equine activities occurring that the Ken Caryl Ranch Equestrian Center or on other properties owned, operated, leased, licenses, maintained or controlled by Ken Caryl. THIS RELEASE AND AGREEMENT NOT TO SUE SHALL BE EFFECTIVE EVEN IF THE LOSS, INJURY OR DEATH RESULTS FROM THE NEGLIGENCE OF KEN CARYL OR ITS AGENTS, EMPLOYEES, MEMBERS, OFFICERS, OR DIRECTORS. Negligence as used herein shall include but not be limited to: knowledge that equipment or tack which caused any injury was faulty; failure to make reasonable and prudent efforts to safely determine ability to engage in equine activities or ability to safely manage the particular equine; or knowledge or a dangerous

latent condition concerning the Ken Caryl Ranch Equestrian Center or other properties owned, operated, leased, licenses, maintained or controlled by Ken Caryl and for which warning signs have not been conspicuously posted.

### **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.**

### **5.00 DEFAULT**

Owner shall be billed on the first of each month for the current month's board and other charges, and payment is due by the fifteenth of such month. Sponsor is responsible for the timely payment

of all charges due and payable by Owner under this Agreement. If the Owner or Sponsor fails to pay any board or other charges as specified herein, Owner and/or Sponsor shall be subject to the Ken Caryl Ranch Master Association Collection Policy. A copy of this policy is available upon request. Further, Ken Caryl may exercise its rights to a lien under the provisions of section 38-20-102, Colorado Revised Statutes.

### **6.00 KEN-CARYL RULES**

Owner shall be subject to and comply with all existing and future covenants, regulations and rules of the Ken-Caryl Ranch Master Association, its subdivisions and committees, copies of which shall be available for inspection at the Ken-Caryl Ranch Equestrian Center. Sponsor is responsible to ensure that Owner complies with all existing and future covenants, regulations and rules of Ken Caryl. Both Owner and Sponsor are subject to the enforcement provisions provided in the Declaration and the Association's Violation Procedures and Policies. A copy of this document is available upon request.

### **7.00 MISCELLANEOUS**

**7.01 NOTICE.** Unless otherwise later designated in writing to the other party, all notices required hereunder shall be delivered at the following addresses:

Ken-Caryl Ranch Master Association  
7676 S. Continental Divide Road  
Littleton, Colorado 80127

Notice shall be deemed delivered upon actual delivery or three (3) days after date of mailing by regular mail, whichever occurs first.

**7.02 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**7.03 Waiver.** No waiver of any breach of any one or more of the conditions or covenants of this Agreement by Ken-Caryl shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder, and failure of Owner to insist upon strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Ken-Caryl's right to thereafter enforce any such term,

covenant, agreement or condition, but the same shall continue in full force and effect.

**7.04 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties regarding the subject matter hereof.

**7.05 Attorneys Fees.** In the event Ken Caryl initiates any legal action for enforcement of this Agreement or its rights herein, it shall be entitled to recover its reasonable legal costs, including attorney's fees.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_ KEN-CARYL RANCH MASTER ASSOCIATION

By \_\_\_\_\_ OWNER

By \_\_\_\_\_ OWNER