

HORSE'S NAME _____ STALL ASSIGNMENT _____

11/09

**KEN-CARYL RANCH MASTER ASSOCIATION, Inc.
EQUESTRIAN CENTER BOARDING AGREEMENT**

OWNER'S NAME _____

LAST FIRST MIDDLE INITIAL

ADDRESS _____ CITY _____ STATE _____ ZIP _____

HOME PHONE _____ CELL PHONE _____

E-MAIL ADDRESS _____

EMPLOYER _____ OCCUPATION _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

THIS AGREEMENT is made and entered into this _____ day of _____, 200____, 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. 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 on the first date above written, from month to month with future rents due the first of each month, and shall be terminated after a **7 (seven) day notice** thereof by either party.

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 will be charged for any returned item due to account closed, insufficient funds, etc.
- 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. Prospective boarders 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.

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 LIABILITY AND INDEMNIFICATION

Owner agrees that the Ken-Caryl Ranch Master Association shall not be liable for, and Owner agrees to indemnify the same for:

- 1) All loss or damage to the subject animal or any personal property stored by Owner, caused by fire, theft, or by any cause, including but not limited to all actions, suits, proceedings, judgment costs, attorneys' fees and expenses incident thereto. The subject animal 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.
- 2) Ken-Caryl will not be responsible for damages caused by private horses.

5.00 DEFAULT

Owners are billed on the first of each month for the current month's board and other charges, and payment is due by the fifteenth. If the Owner fails to pay all rent or other charges as specified herein Owner shall be subject to the Ken-Caryl Ranch Master Association Collection Policy adopted December 2006 for collection of overdue charges. A copy of said Policy is available upon request.

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.

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.

Dated this _____ day of _____, 20_____.

By _____
KEN-CARYL RANCH MASTER ASSOCIATION

By _____
OWNER