

HORSE'S NAME \_\_\_\_\_ STALL ASSIGNMENT \_\_\_\_\_

**KEN-CARYL RANCH MASTER ASSOCIATION  
BOARDING SUB-LEASE NOTIFICATION**

**LESSOR** (See Boarding Agreement for more information)

\_\_\_\_\_  
Last First Middle Initial

**LESSEE**

\_\_\_\_\_  
Last First Middle Initial

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

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

EMPLOYER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

1.0 **Notification** – This document gives notification to Ken Caryl Ranch Master Association that the above space/spot is, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, being leased by above said Lessee from above said Lessor and the following described horse will be occupying said space/spot through \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Subleases shall not extend longer than (90) ninety days.

Color \_\_\_\_\_ Breed \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Other \_\_\_\_\_

Except as otherwise provided herein, the diet and care of the subject animal shall be at the sole discretion of Ken-Caryl.

1.01 **Non-Resident Use of Premises.** If Lessee 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 Lessee 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.

1.04 **Other Charges.** All conditions, terms, charges, etc. remain unchanged and are the responsibility of Lessor as stated in the Boarding Agreement signed by Lessor. Ken-Caryl Ranch Master Association reserves the right to increase rates and fees upon written notice to Lessor. Lessor 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 same time registration is conducted.

- 1) A current health certificate
- 2) Results from a current Coggin's Test

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

## 2.0 **MEDICAL CARE**

If Ken-Caryl becomes aware of necessary medical treatment for the subject animal, it shall notify the Lessee at the above address and telephone number. If the Lessee 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 it's sole discretion. An effort will be made to contact Lessee'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 Lessor upon billing by Ken-Caryl.

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

## 3.0 **OWNER WARRANTIES**

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

3.02 **Health of Animal.** Lessee 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:

## 4.0 **LIABILITY AND IDEMNIFICATION**

Lessor/Lessee agree that the Ken-Caryl Ranch Master Association shall not be liable for, and Lessor/Lessee agree to indemnify the same for:

1) All loss or damage to the subject animal or any personal property stored by Lessor/Lessee, 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 Lessor/Lessee, who hereby assumes risk of loss from all causes.

2) Ken-Caryl will not be responsible for damages caused by private horses.

5.0 **DEFAULT**

If the lessor fails to pay all rent or other charges as specified herein within ten (10) days after they become due and payable, Lessor shall be deemed in default. Upon default of Lessor for failure to pay rent or other charges as herein specified, or if Lessor shall fail to observe or perform any of the other conditions, covenants or promises herein set forth, Ken-Caryl may declare this Agreement terminated by delivery of written notice thereof to Lessor. In the event Lessor defaults in payment of rent or other charges, Lessor agrees to pay a penalty of ten percent (10%) of any unpaid rent and other charges and interest at the rate of twelve percent (12%) per annum on any unpaid rent and other charges from the time of default until paid, as well as costs of collection, including reasonable attorneys' fees.

Ken-Caryl reserves the right to lock up horses without notice on delinquent accounts and Lessor will be responsible for additional charges.

Ken-Caryl shall have a lien on the subject animal for all unpaid rent and other charges specified herein, for costs of collection and for costs incurred in enforcing such lien, including attorneys' fees. Ken-Caryl may foreclose the lien as follows: Ken-Caryl shall deliver notice thereof to Lessor at the above address unless specified otherwise in writing by Lessor, informing Lessor of the amount of the lien claimed and that Ken-Caryl will proceed to sell on a day and hour stated, which shall not be less than thirty (30) days from the time of delivery of such notice, the animal of Lessee at public or private sale for the payment of said amounts. All sales shown to have been conducted under the notice required shall be deemed valid and sufficient. This Agreement shall constitute a power of attorney giving Ken-Caryl full authority to transfer title and ownership of the animal on behalf of Lessee. Any amounts received from the sale or other disposition in excess of the amount due plus the costs and expenses of the sale, including attorneys' fees, shall be delivered to the Lessor at the above address unless specified otherwise in writing by Lessor. Nothing in this provision shall be construed to deny, extinguish or terminate the right of action of Ken-Caryl against Lessor to collect the balance of any unpaid rent, other charges or cost of collection or enforcement, including attorneys' fees.

**KEN-CARYL RULES**

Lessee 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.

6.0 **MISCELLANEOUS**

6.01 **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 CO 80127

Lessors \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

6.03 **Waiver.** No waiver or 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 or any succeeding or other breach hereunder, and failure or Lessor/Lessee 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.

6.04 **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 \_\_\_\_\_  
LESSOR

By \_\_\_\_\_  
LESSEE