

TRAILER MAKE/STYLE _____ LICENSE PLATE # _____ 11/09

**KEN-CARYL RANCH MASTER ASSOCIATION.
HORSE TRAILER PARKING 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 _____, 20____, 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"). (Trailer Make)

1.0- GENERAL TERMS

1.01 Terms and Rent. This Agreement shall commence on the first date above written, payable on a monthly basis. Fee is non-refundable.

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

- 1) Owner shall pay to Ken-Caryl in advance thirty-five dollars (\$35) per month, commencing _____, 20____, and on the first day of each month thereafter. Payments should be mailed or delivered to the business office of the Ken-Caryl Ranch Master Association, 7676 S. Continental Divide Road, Littleton, Colorado 80127, during regular business hours.
- 2) A \$15.00 fee will be charged for any returned item due to account closed, insufficient funds, etc.
- 3) Ken-Caryl Master Association reserves the right to increase rates and fees upon written notice to Boarder.
- 4)

1.02 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 boarder at the time registration is conducted:

- 1) A copy of current DMV registration.
- 2) Applicable fees as noted in Section 1.00 above.

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

1.03 Non-Resident Use of Premises. If Owner is not a resident of the 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 assigned trailer space.

2.0 OWNER WARRANTIES.

2.01 Ownership. Owner hereby represents that he is the owner of the subject trailer and that there is no lien or other encumbrance against the trailer, except: _____

3.0 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 trailer or any personal property stored by Owner, caused by fire, theft, or by any cause, including but not limited to all actions, suites, proceedings, judgment costs, attorneys' fees and expenses incident thereto. The subject trailer and any personal property shall be stored 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 parties.
- 3)

4.0 DEFAULT

If the Owner fails to pay all rent or other charges as specified herein within ten (10) days after they become due and payable, Owner shall be deemed in default. Upon default of Owner for failure to pay rent or other charges as herein specified, or if owner 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 Owner. In the event Owner defaults in payment of rent or other charges, Owner agrees to pay notice 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 cost of collection, including reasonable attorneys' fees.

Ken-Caryl reserves the right to have trailer towed without notice on delinquent accounts and owner will be responsible for additional charges.

Ken-Caryl shall have a lien on the subject trailer 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 Owner at the above address unless specified otherwise in writing by Owner, informing Owner 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 trailer of Owner 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 trailer on behalf of Owner. Any amounts received from the sale or other disposition in excess of the amount due plus the costs and expenses of sale, including attorneys' fees, shall be delivered to Owner at the above address unless specified otherwise in writing by Owner. Nothing in this provision shall be construed to deny, extinguish or terminate the right of action of Ken-Caryl against Owner to collect the balance of any unpaid rent, other charges or costs of collection or enforcement, including attorneys' fees.

5.0 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.

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, Colorado 80127

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 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.

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 _____
OWNER