

# Santa Fay Stables: Horse Boarding Contract

This agreement is between Santa Fay Stables (SFS), its Owners Denny & Maria Bernard (called Stable), SFS Horse Owners and Guests (called Owner): \_\_\_\_\_ and their Horse:  
Name: \_\_\_\_\_ /Breed: \_\_\_\_\_ /Color: \_\_\_\_\_ /Sex: \_\_\_\_\_ Age: \_\_\_\_\_

## SECTION I: Owner

1. Risk of Loss: Owner hereby assumes and shall bear all risk of loss, injury, and damage of any kind or nature to the Horse while at or on the property of Stable, whether caused through the negligence of Owner, Stable, Stable employees or management, or any other third party, and shall hold Stable harmless for such claims.
2. Indemnity: Owner hereby assumes and shall bear all risk of loss, injury, and damage of any kind or nature to any person or property of Owner, Stable, or others, caused by the Horse, the actions or inaction of Owner or Owner's guests, invitees or animals and agrees to indemnify and defend Stable and hold it harmless for such claims.
3. Health Status: Owner represents and warrants that the Horse is healthy, in good condition, and has not been exposed to any infectious or contagious disease.

Owner agrees to immediately notify the Stable of any change in the Horse's health or condition or of any illness, injury, or exposure to an infectious or contagious disease. Owner represents and warrants that the Horse has been given a Coggins test within the last 12 months and that the results were negative. Upon request of Stable, Owner shall provide proof of such test and results and a current health certificate for the Horse.

4. Health Care & Emergencies: Regular veterinary and farrier attention will be arranged by Owner and invoiced/paid directly by owner to service provider. Stable will attempt to contact Owner if immediate emergency care is required due to accident/sickness. Owner authorizes Stable to contact listed "Emergency Veterinary Contact" for Horse after reasonable efforts to contact Owner have failed. Owner is responsible for payment of emergency care provided.

## SECTION II: Stable

1. Colorado Statutes Regarding Equine Activities and Facilities: C.R.S. 13-21-119 (1994). I have read and understand the following:

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.

2. Stable Services: Owner shall pay Stable for boarding/care services as described below. Fees are per horse per month (prorated to actual arrival/departure dates). Fees are due on the 1<sup>st</sup> of each month for the previous month. Timely payments are strictly enforced. A late fee of \$5 per day will be charged on all payments made after the 5<sup>th</sup> day of the month. Interest will be charged on all accounts 30 days past due at a rate of 1.5% per month (18% annual). Stable offers two Horse Care Services: Full Care and Self Care:

Self Care: Cost - \$200 Per Month. Includes:

12 x 14' Box Stall with 12 x 20' Outdoor Run  
Continuous access to Fresh Water

Full Care: Cost - \$300 Per Month. Includes:

Includes Above Plus

Quality Grass Hay or Alfalfa Mix Hay fed twice per day

Stable will feed Grains/Supplements Provided & Prepared by Owner during daily feedings

Daily Stall Cleaning

Included in Both:

Private Tack Box (3' x 3' x 3' Lockable)

Access to Outdoor 100' x 200' Riding Arena, 70' Wooden Round Pen, 60' Steel Round Pen, Play Areas (obstacles, bridges, mailboxes, tarps, other training aids), and Club House/Equine Training Materials Library

Optional Additional Services:

Farrier/Veterinarian Assistance Fee: \$20 per hour

Turn Out: \$2 per day

Blanket: \$2 per day

Deworming: \$20 (owner supplied drug) or \$35 (stable provided drug)

Horse Trailer Parking: Free (Trailer Must Have Current Registration)

### SECTION III: General

1. Santa Fay Stables is a warm, inviting, and nurturing environment for horses and their owner's. This atmosphere requires active participation by all members of the stables. Members are expected to be active participants in ensuring the stables remains safe, secure, clean, and friendly for our horses and members. If you find an unsafe condition please fix it or report it to Stable Management. The Stable will consider any member projects intended to improve the living conditions, training potential, or safety and security of the facility.
2. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
3. Entire Agreement; Amendment; Binding Effect: This instrument contains the entire agreement of the parties and all of the covenants and agreements between the parties concerning same. No other agreements or promises, verbally or implied, are included unless specifically stated in this written agreement.
4. Unless otherwise specifically provided herein, this Agreement may not be changed except by written agreement duly executed by the parties hereto. This Agreement shall benefit and bind upon the parties hereto and their respective successors, heirs, and personal representatives.
5. Damage caused to the facility by Owner, Owner's Guests, or Owner's Horse is the responsibility of the Owner.
6. Stable will not be used for "training for hire" or "breeding facility".
7. Stable reserves the right to terminate this contract to protect the safety of other boarders when an Owner disregards ethical conduct, safety precautions, or when a horse is deemed dangerous to the safety or health of the stables.

Owner Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Stable Signed: \_\_\_\_\_ Dated: \_\_\_\_\_