



P.O. Box 826, Manitou Springs, CO 80829
Located at 15120 Hwy 83 Larkspur, CO 80118

BOARDING CONTRACT

THIS AGREEMENT is made this _____ day of _____, 20____

By and between Two Hawks Ranch at 15120 Hwy 83 Larkspur, Colorado 80118 AND the Owner described below:

OWNER/ Lessee Name: _____

Address _____

County _____ City _____ State _____ Zip _____

Residence Phone _____ Mobile Phone / Pager _____

Business Phone _____ Email Address _____

If horse is leased please fill out Owner information or X out box if not applicable:

Owner Name (if different) _____

Address _____

County _____ City _____ State _____ Zip _____

Residence Phone _____ Mobile Phone / Pager _____

Business Phone _____ Email Address _____

Is the Owner of the Horse described in this boarding contract below:

HORSE. This contract pertains to the horse (hereafter "the horse" or "the mare") arriving at **Two Hawks Ranch** the _____ day of _____, 20____

Name of Horse: _____ Breed _____

Registration / Tattoo Number _____ Brand w/location _____

Markings _____ Height _____

Date Foaled _____ Color _____ Sex _____

Immunization Dates:

East West Immunization: _____ Tetanus: _____ Rhino: _____ Flu _____

Coggins (Must have been taken within last 6 months): _____ Potomac: _____

Other _____ Last Worming _____ Worming Product Used _____

Special Instructions / Comments /Cautions:



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Owner's Agreement: Owner understands that all board must be paid monthly and in advance. Failure to comply with this or removal of horse(s) without payment of any accrued balance owed shall constitute a breach of contract and an automatic lien on the above described horse in the favor of **Two Hawks Ranch**. Owner understands that there is a forfeit of deposits and/or monies paid in advance in the event that thirty (30) day's notice is not given prior to removing horse from **Two Hawks Ranch**.

Fees: Monthly boarding fee will be \$ _____. Any portion of a full month's fee will be prorated on a 30-day month (e.g. fee / 30).

BILLING. All bills shall be paid and received in our accounting office within 5 days of the billing date. Invoices may be paid by personal check mailed to the Post Office Box address at the top of this contract. Insufficient checks will be assessed a \$50.00 processing fee. **Cash will not be accepted.** No payments shall be made directly or accepted in person by or to any representative of **Two Hawks Ranch** while attending activities at the ranch. Boarding will be billed in advance while all additional services for the previous month will be billed in arrears.

Any amounts due and unpaid after 5 days of invoice date will be charged an additional late fee of \$50.00. In addition a security lien will be recorded against the horse(s) at the Douglas County Clerk and Recorders Office with a copy of the filed lien sent by certified letter to the Colorado State Brand Inspector. The security lien will then remain in full force for the remainder of the time that the horse is boarded at **Two Hawks Ranch** regardless of whether or not the account becomes current.

Additionally, an interest at the rate of 1 ½ % per month shall be charged and paid on all balances unpaid and overdue for thirty (30) days. If Owner fails to pay any amount due hereunder for more than thirty (30) days, **Two Hawks Ranch** may immediately accelerate all other amounts due under this contract upon written notice to Owner. Except for annual board, all boarding fees and service program fees are subject to change upon thirty (30) days prior notice.

LIEN. Owner agrees that all outstanding balances due for board, conditioning, training, breeding, veterinary care, dental care, farrier work and all other fees, charges, and expenses pursuant to this contract shall be paid prior to **Two Hawks Ranch's** release of the horse. **Owner grants Two Hawks Ranch a lien upon and security interest in the horse and any foal produced by breeding at Two Hawks Ranch to secure payment of all obligations and amounts due under this contract.** **Two Hawks Ranch** may, at any time, until all amounts due hereunder are fully paid, file a photocopy of this contract in the county and state in which it believes the horse or foal to be kept, or where the Owner resides, and when so filed the copy shall be effective as a financing statement as well as the security agreement.

Are there any outstanding liens against the horse? YES NO

If YES please list: _____



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Vaccinations. Owner warrants that the horse is free of all communicable diseases upon arrival to **Two Hawks Ranch**. On or prior to arrival, the Owner shall provide a record of current vaccination for Equine Influenza, Tetanus, Eastern/Western, Rabies, Potomac Fever, and Rhino, and a negative Coggins (EIA) test performed within (6) months prior to arrival. If the horse arrives without records of such vaccination and test, **Two Hawks Ranch** may at its option, not accept the horse or provide the vaccinations and test at Owner's expense. **THE HORSE MUST BE DEWORMED 48 HOURS BEFORE IT'S ARRIVAL AT TWO HAWKS RANCH WITH IVERMECTIN.** If, horse arrives without deworming within the previous 48 hours, the horse will be wormed upon arrival at Owners expense and quarantined for 48 hours.

Thereafter the horse will be vaccinated and wormed every six months, at the Owner's expense. Proof of the vaccinations and worming will be provided to **Two Hawks Ranch** on request. In the event Owner fails to provide the foregoing veterinary services, Two Hawks Ranch may provide these services and charge the Owner.

Boarders are permitted to use **Two Hawks Ranch** facilities from 8:00 AM to 11:00 PM daily to ride, train and maintain their horse(s). Boarders are also allowed to ride during lessons providing they do not disturb or interfere with the lesson.

The Owner is responsible for any damage resulting from his/her horse's action while upon the property at 15120 Hwy 83 Larkspur, CO 80118, otherwise known as **Two Hawks Ranch**.

With respect to lands other than the ranch, the Owner agrees that he/she or the Owners' guests will ride upon such lands entirely at his/her own risk and will not hold **Two Hawks Ranch** or the Owner, tenant or occupier of such lands responsible for anything, which may happen to the Owner, the Owners' guests or the horses while they are upon such lands. **Two Hawks Ranch** will not be responsible for lawsuits attained out of damage done by horse or Owner or Owner's guests while on lands other than the ranch. Payment for said damages will be the responsibility of the Owner.

Limitation Of Liability And Indemnification. Every reasonable and customary precaution is taken to protect the horse from illness, fire, accident and theft. **Two Hawks Ranch** and its affiliates, agents, and employees shall not be liable for sickness, disease, theft, death or injury that may be suffered by the horse while in **Two Hawks Ranch's** custody, nor for any other loss, damages, or injury arising out of or connected with breeding, boarding, conditioning, training, or other services pursuant to this contract, except as required by law. Owner fully understands, authorizes, and assumes the special risks inherent in conditioning, training, breeding, and transporting horses, and acknowledges that mortality and other insurance is solely Owner's responsibility. All implied warranties; including fitness, merchantability, or otherwise, and all special, incidental, and consequential damages are hereby excluded, to the full extent permitted by law. In no event shall Owners' remedy exceed the amount of the fee paid for the service complained of. **Two Hawks Ranch** also shall not be liable for any personal injury or disability which the Owner or his agents, representatives or families may receive while on **Two Hawks Ranch's** premises except as required by law. Owner agrees to indemnify and hold **Two Hawks Ranch** harmless from any claim



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related to damages, illness or injury caused by the horse, and from any claim by a buyer of the horse, and agrees to pay all expenses and attorney's fees incurred by **Two Hawks Ranch** in defending such claims.

WARNING: UNDER COLORADO LAW, AN EQUINE PROESSIONAL 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.

Insurance: The Owner understands and agrees to board the horse knowing that **Two Hawks Ranch** does not carry insurance to cover boarded horses.

The horse and all equipment of the Owner situated on the ranch shall be at the sole risk of the Owner. The Owner assumes all responsibility for the insuring of the horse, tack and equipment while the same is located on the ranch.

Two Hawks Ranch will expect that if the Owner insures the horse it be insured for its true value. Furthermore the Owner will have identifying photos and insurance papers kept in a safe place.

No, this animal *is not* insured.

Yes, this animal *is* insured.

If yes: Is this horse covered by mortality or loss of use insurance? **YES** **NO**

Is **Two Hawks Ranch** required to notify the Insurance Carrier when / if an insured animal is injured or dies?

YES **NO**

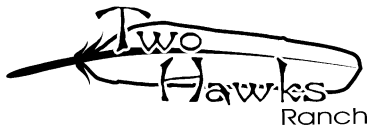
Insurance Carrier _____ Agent Name _____

Phone _____

Amount _____ Expires _____

Owner Responsibilities. The Owner agrees to abide by and conform to all rules and regulations relating to the boarding of horses as determined from time to time by **Two Hawks Ranch**.

The shoeing, grooming, exercising and training of the horse shall be the sole responsibility of the Owner.



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Additional Services. If, **Two Hawks Ranch** personnel are required or requested by owner to oversee the shoeing and or veterinary services consistent with recognized standards, the following rates which are subject to change from time to time without prior notice will be charged and invoiced:

- Assisting Veterinary, Farrier or other Equine Service Personnel - \$20 /hour.
- Walking/Exercising/Washing/Grooming - \$20 /task /day
- Foaling Fee \$_____ . If verbal or written agreement for foaling is committed to by the mare Owner-the foaling fee is due before mare foals and at time of agreement-this fee is non refundable whether or not the mare foals while in **Two Hawks Ranch's** custody.
- Halter Breaking \$_____

Emergency and Routine Vet Care.

NO, I hereby DO NOT consent to any medical treatment of my horse by a veterinarian in an emergency.

YES, I hereby consent to any medical treatment of my horse by a veterinarian in an emergency. The Owner authorizes **Two Hawks Ranch** to, if necessary, maintain and provide emergency or routine veterinary needs, including emergency surgery, at its discretion and without further notification to, of or by Owner, at Owner's expense. All charges will be the direct responsibility of the Owner and may not be billed through **Two Hawks Ranch**.

My veterinarian of choice is: _____

Phone: _____

And my second veterinarian of choice is: _____

Phone: _____

In the event neither veterinarian above can be contacted I consent to treatment of my horse by any veterinarian selected by the management of **Two Hawks Ranch** and understand that all charges will be billed to the Owner for immediate payment for the service(s) rendered.

Yes, I would want emergency surgery and will be responsible for all related costs, with the *Maximum*

Amount to be spent not to exceed \$_____. Signature here:

Yes, I would want emergency surgery and will be responsible for all related costs, no matter how catastrophic those expense may become.

Signature here: _____



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Two Hawks Ranch will administer oral medications or feed supplements only at A.M. & P.M. feeding times. Owner must sign a release form for medication in the Barn office. Owner must segregate appropriate dosages and mark each with the horse's name. Two Hawks Ranch staff will not give injectable medications.

RELEASE. Owner shall make arrangements with **Two Hawks Ranch** for the horse's release at least 48 hours in advance. Owner is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations, and health certificates, whether through **Two Hawks Ranch** veterinarians or otherwise. Upon commencement of leading horse for shipment, Owner assumes full responsibility and releases **Two Hawks Ranch** from any responsibility or liability for the horse's health, soundness, breeding condition, transportation, and care.

NON-ASSIGNABILITY. Owner may not assign any rights or delegate any duties under this contract without the written consent of **Two Hawks Ranch**.

ACCEPTANCE. This contract is not effective until approved and executed by **Two Hawks Ranch**, which reserves the right to reject any horse at its sole discretion, and to return any unruly horse at Owner's expense, at any time with 24 hours notice. All service programs are subject to availability and **Two Hawks Ranch** reserves the right to discontinue any service program.

FEES. This contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not part of the contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. The contract shall be construed and governed by the laws of Colorado. At **Two Hawks Ranch's** option, jurisdiction and venue for all disputed matters connected with this contract shall be proper only in Douglas County, Colorado. If a lawsuit is filed with respect to this contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs for such suit. This contract is subject to the laws of the State of Colorado.

Owner Signature

Date

ACCEPTED for Two Hawks Ranch by:

Manager or Ranch Representative Signature

Date

This contract has been terminated without bias by both parties this day ____ of _____, 20 ____.

Owner Signature

Date

Ranch Representative Signature

Date