

Client copy – retain for your files

**GREEN TREE EQUINE FACILITIES
4508 OXFORD ROAD
LONGMONT, CO 80503
(303)-447-2754
(303)-443-9751 HOME
(303) 880-8514 CELL**

This is horse boarding agreement between _____ (owner)(owner's agent) herein referred to as Boarder, and Green Tree Equine Facility, herein referred to as GTEF.

On _____ (**Date of arrival. Please do not leave blank**) boarder will present the animal(s) description section of this contract.

Boarder Choice (check one):

_____ **Box Stall w/ run (one horse):** Will provide the Boarder's horse with 12'x 12' min. stall, run, water, six flakes of hay, and up to six pounds of grain daily. Feed is divided into two feedings per day. Stalls will be cleaned six days a week and provided bedding.

_____ **Stall w/ Sm. pen (one horse):** Will provide the Boarder's horse with the above stall and feeding arrangements. Bedding not included

_____ **Shed w/ pen (two-five horses):** Will provide the Boarder's horse(s) with the above feeding arrangement, shelter from the elements and pen. This may be a mixed gender environment. No bedding.

_____ **Pasture:** Will provide the Boarder's horse(s) with large pasture area. This area is shared with numerous other horses. Hay is included.

_____ **Turn Out Service:** Upon request, turn out service is available, for an additional \$50.00 per month.,

_____ Yes, provide this service for my horse six days per week, 2 hours per day. No turn out on Sunday.

For prices see price sheet. **All prices are subject to change with thirty day notice. If the time arises, you plan to move your horse; a thirty-day written notice is required.**

Fee Schedule
Effective
May 2013

BOARDING

Security Deposit – month’s board/per horse maybe requested

Box Stall with run (one horse).....	\$485.00 monthly
Stall with small run (one horse).....	\$420.00 monthly
Shed with run (two to five horses).....	\$365.00/per horse
Private shed (small-if available).....	\$455.00 monthly
Pasture.....	\$300.00/per horse

ADDITIONAL SERVICES

Extra bedding (by load).....	\$ 15.00
Increase Feed or special feed.....	\$ cost per pound
Supervision of horse during farrier visits, brand inspection, and/or veterinary Services.....	\$ 30.00/per hour
Trailer storage.....	\$ 15.00/per month
Haul in fee.....	\$ 15.00per horse
Damages (repair time plus material).....	\$ 30.00/per hour

LATE FEE.....\$ 25.00 plus 1.8%

All Prices are Subject To Change!

Horsemanship Policy

This policy is to provide an enjoyable and safe horse facility. Your suggestions are always welcome.

1. All horses shall be treated in a humane manner at all times. No cruel or un-sportsmanlike conduct will be tolerated including: roughness, roping, wrestling, intentionally causing disobedience, causing bucking, rearing, or any movements that endangers the health of the horse or human. Use of severe bits is prohibited, use of curb bits with mild ports and short shanks, snaffle bits, and or bosals or side pulls are the rule.
2. Horses are to be kept under control with supervision at all times, being led by halter or bridle, tied at designated hitch rails, attended while tied, and ridden with tack.
3. Injured or ill horses must be attended to immediately by owner or owner's agent.
4. Horses may be ridden or handled only with the horse owner's consent. A signed waiver must be on file.
5. Indoor and outdoor riding arenas are available to all boarders. Safety first! International riding regulations apply. Arenas may be reserved for special activities through the owner, at non-peak times.
6. All riders are required to read and sign an Acknowledgment and Waiver prior to use of horses or facilities.
7. All visitors, riders, and boarders are responsible for proper conduct of their families, pets, guests, while on the premises. Cooperation is needed to keep the facilities in good condition. Should damage occur to horses, equipment, or facilities, boarder will be held responsible for the cost of repairs and maybe asked to leave, depending upon the severity. Please report, any needed, repairs or hazards to GTEF.
8. No alcohol on the premises.
9. No **SMOKING!**
10. Hunting and shooting not permitted except by special arrangement with owners.

Care of the Horse:

Care includes hay, bedding, and maintenance of stall and corral. Worming and vaccinations of the horse every other month will be the responsibility of the Boarder.

Animal Health and Protection:

For the protection of all boarded animals, each boarder, including the undersigned, must have a Health Certificate from a licensed veterinarian upon presenting the horse(s) for boarding. In addition, the horse(s) must have a negative Coggins Test, Encephalitis, Tetanus, Rhino, Flu, and Potomac Horse Fever vaccination within the past year. Worming must have been done within the last 30 days to protect all boarded animals. No horses with a positive Coggins Test, or any other known health failure item that is transmittable will be permitted to board at GTEF. All boarders must continue any necessary efforts to insure that their animal(s) are continuously free of contagious, infectious, or otherwise communicable diseases. In addition, all boarded animals are required to receive an annual Encephalitis, Tetanus, and Potomac Horse Fever vaccination after March and before July, and worming four times a year. February, May, August, and November. These health standards were established in conjunction with our veterinarians.

In case of illness or injury, GTEF will contact the Boarder. The Boarder's designated veterinarian will also be called at the discretion of GTEF. The Boarder or his/her agent will be responsible for all veterinary care and bills. This contract represents permission from the Boarder to GTEF to contact their veterinarian to carry out any emergency procedures deemed necessary by the veterinarian with or without the presence of the boarder or his/her agent.

Horse Herd Policy:

GTEF management policy includes the use of mixed gender herds. Horses may be in mixed gender herds as much as 24 hours 7 days a week. Small pen horses, while the number is smaller, can still be part of a small mixed gender herd.

GTEF believes herd occupancy enhances the health and well being of horses and contributes to their "socialization" process and is well worth any adverse outcomes. Boarder agrees that this is acceptable management policy and understands that horses in herds will, on occasion, injure one another and, on rare occasion, injure seriously enough to require putting a horse down. This risk is inherent in managing herds by both GTEF and the Boarder.

Boarder Privileges and Responsibilities:

Boarder may invite outside or “guest” instructors to train horses and give lessons on the premises. Such instructors may not have exclusive use of any facility, must follow GTEF policy, and must file proof of \$1,000,000 liability insurance coverage with GTEF. GTEF reserves the right to prohibit or restrict outside instructor’s activities in any way it sees fit and to set and amend fee schedules related to their presence on the facilities without notice.

Boarders may invite family members, friends. All invitees must sign the GTEF liability waiver prior to riding or interacting with horses. Boarders are responsible for the proper conduct of these people and are fully responsible for damage or loss caused by these parties.

Boarder dogs welcome. If well behaved, (which includes staying with boarder, not running around through horses) dog maybe off leash.

GTEF will, to the best of its ability, provide a facility free of man-made hazards by maintaining required fencing, gates, feed bunks, watering devices, and any other structure necessary for the care of the animals. The boarder is responsible for the mental and physical well-being of his/her horse(s). Boarder is further responsible for any injury or loss to his/her animal(s) by fire, theft, escape, or natural phenomenon.

Late Payment and Returned Checks:

Board is due on the first of the month. Late board will be assessed a late fee of \$25.00 plus 1.8% interest. Post dated checks will not be accepted. A charge of \$25.00 will be assessed to the Boarder for any returned checks. Should a Boarder have two returned checks, for any reason, by Boarder’s drawee bank without payment, GTEF may, in its sole discretion, thereafter require that all future payments by Boarder be made in cash or money order.

Authorization of Farm:

Boarder hereby irrevocably authorizes GTEF to contact a veterinarian and/or ferrier of its choice in the event that the Boarder is unavailable or unwilling to authorize such services, and at the sole discretion of GTEF, when the health of the horse is in jeopardy. This authorization includes, but is not limited to ; wounds, punctures, seizures, fever, excessive coughing, foundering, and severe hoof neglect. GTEF is not responsible for the outcome of treatment rendered and Boarder is responsible for payment of such services. The Covenant Not To Sue. Release, Waiver of Claims and indemnity Agreement referred to in paragraph 11, shall apply to such services.

Payment of Fees and Bill of Sale:

The Boarder agrees to pay all boarding fees and fee arising from special arrangements for use of other services or facilities on or before the first of the month.

If GTEF shall bring suit to collect any fees/costs for services rendered in connection with this contract, the Boarder acknowledges and understands that any unpaid amounts owed to GTEF as a result of this contract establishes the right of GTEF to produce a lien in favor of GTEF on other personal property of the Boarder. Boarder will not remove said horse(s) OR tack prior to payment in full on all amounts due or claimed to be due.

IF ALL FEES ARE NOT PAID WITHIN THIRTY DAYS OF ORIGINAL DELINQUENCY, IT IS UNDERSTOOD BY THE PARTIES TO THIS CONTRACT THAT PURSUANT TO COLORADO LAW, GTEF HAS A LIEN ON SAID HORSE(S) TO SECURE PAYMENT FOR SERVICES. GTEF MAY IMMEDIATELY TERMINATE THIS AGREEMENT UPON OCCURRENCE OF DELINQUENCY IN PAYMENT BY OWNER/AGENT. GTEF MAY THEN EXERCISE THE RIGHT TO TAKE LEGAL OWNERSHIP OF THE HEREIN DESCRIBES HORSE(S) IF THE DELINQUENCY IS NOT FULLY REMITTED WITHIN 10 DAYS OF THE DATE DUE.

Non-Payment:

If any amount payable to GTEF thereunder is not paid when due;

Until such time as Boarder obligations thereunder have been met in full, Boarder hereby agrees that Boarder shall not enter GTEF's premises, and GTEF may retain Boarder's horse(s), equipment, and tack located on the facilities by whatever means GTEF may deem necessary; and that GTEF shall have a lien upon such Horse(s), equipment, and tack, which shall be foreclosed pursuant to the provisions of C.S.R. Sections 38-20-101et seq.;

Owner acknowledges that GTEF has a lien upon, and a security interest in and to the horse(s) to secure all amounts owed thereunder from time to time pursuant to Sections 38-20-101, et seq., Colorado Revised Statutes, as amended from time to time; and

Boarder agrees to pay all reasonable costs of collecting amounts owed GTEF under this contract, including attorney's fees.

Board Reimbursement:

No reimbursement or refund of any board and /or care payment shall be made under any circumstances for any reason, including, but not of way of limitation, the death, hospitalization, or absence for breeding or otherwise, of the Horse(s).

Notice of Changes:

GTEF retains the right to change the Board Rate and other fees payable thereunder at any time; provided, however, that notice of any changes in the board or care rates shall be given to Boarder in writing at least thirty(30) in advance of the effective date of any such changes.

Except for any notice required by law to be given in another manner, all notices provided for in this Contract, unless otherwise specified, shall be in writing and shall be served by personal service, or by registered or certified mail, return receipt request. Notices by mail shall be addressed to each party at the address set forth in the Contact. Any party may notify the other in writing of a different address to which notices shall be sent. Notices given by personal service shall be deemed given at the time they are so served. Notices given by mail shall be deemed given three (3) days after the date of mailing.

Code of Conduct:

GTEF will post and/or distribute a Code of Conduct to be observed and obeyed for the safety and convenience of the Horse(s), of other horses kept at the Facilities, of the Boarder, of other visitors to the Facilities, and/or of GTEF. GTEF may at any time, without notice, change such reasonable Code of Conduct for the use of the Facilities. Boarder agrees to comply fully at all times with all such rules as are then posted or distributed at the Facilities by GTEF. Violation may result in termination of this contract by GTEF.

Termination of Contract:

This Contract may be terminated by GTEF without notice, in extreme cases. Other wise, at least thirty (30) days notice to Boarder.

This Contract may be terminated by Boarder with at least thirty (30) days written notice to GTEF.

Bailment:

Any and all tack, equipment, supplies, and transports of Boarder, at such times as such items are located on the Facilities, shall be deemed to have been delivered to GTEF as bailee subject to the following terms and conditions:

- Title to such items is and shall remain in Boarder, subject to GTEF's rights under this Contract; and
- Boarder agrees that neither GTEF, nor its employees, agents, or other representatives, shall be held liable to Boarder, or to Boarder's heirs, administrators or assigns, for any loss or damage to such items resulting from fire, theft, or any other cause whatsoever.

Release:

Contemporaneously herewith, and as part of the consideration of this Contract, Boarder has executed the Covenant Not To Sue, Release, Waiver of Claims and indemnity Agreement attached hereto.

Minor Owners:

In the event that the owner of the Horse(s) is a minor, the parent(s) and/or legal guardians are bound under this Contract as an Owner for all its intents and purpose.

Statutory Warning:

UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.

Executed on (date) _____ in Boulder County, Colorado for Green Tree Equine Facilities:

Signatures:

Owner(s) of Horse(s):

Green Tree Equine Facilities:

Injured persons will be taken to Boulder Community Hospital.

SUMMARY OF ITEMS NEEDED BEFORE BOARDING AT GTEF

- Health Certificate not over 2 weeks
- Negative Coggins Test, within past 12 months
- Four Way, Rabbits and West Nile vaccinations within the past year
- Worming within the last 30 days
- Complete and sign Boarding Contract
- Acknowledge 30 written notice _____

initial

I

Farm copy – Please complete and return with health papers

**GREEN TREE EQUINE FACILITIES
4508 OXFORD ROAD
LONGMONT, CO 80503
(303)-447-2754
(303)-443-9751 HOME
(303) 880-8514 CELL**

This is horse boarding agreement between _____ (owner)(owner's agent) herein referred to as Boarder, and Green Tree Equine Facility, herein referred to as GTEF.

On _____ (Date of arrival. Please do not leave blank) boarder will present the animal(s) description section of this contract.

Boarder Choice (check one):

_____ **Box Stall w/ run (one horse):** Will provide the Boarder's horse with 12'x 12' min. stall, run, water, six flakes of hay, and up to six pounds of grain daily. Feed is divided into two feedings per day. Stalls will be cleaned six days a week and provided bedding.

_____ **Box Stall w/ Sm. pen (one horse):** Will provide the Boarder's horse with the above stall and feeding arrangements.

_____ **Shed w/ pen (two-five horses):** Will provide the Boarder's horse(s) with shelter from the elements and pen. This may be a mixed gender environment.

_____ **Pasture:** Will provide the Boarder's horse(s) with large pasture area. This area is shared with numerous other horses. Hay is included.

_____ **Turn Out Service:** Upon request, turn out service is available, for an additional \$50.00 per month. _____ Yes, provide this service for my horse six days per week, 2 hours per day. No turn out on Sunday.

Statutory Warning:

UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.

Executed on (date) _____ in Boulder County, Colorado for Green Tree Equine Facilities:

Signatures:

Owner(s) of Horse(s) (Legal guardian):

Green Tree Equine Facilities:

SUMMARY OF ITEMS NEEDED BEFORE BOARDING AT GTEF

- Health Certificate not over 2 weeks
- Negative Coggins Test, within past 12 months
- Four Way, Rabbits and West Nile vaccinations within the past year
- Worming within the last 30 days
- Complete and sign Boarding Contract with deposit
- Thirty day written required when leaving GTEF _____

Please initial

I acknowledge that I have read and am in agreement with the client copy of the contract.
_____ Initial please

Horse Information

Horse's Name _____

Breed: _____

Color, Brands and/or Markings: _____

Horse's Name _____

Breed: _____

Color, Brands and/or Markings: _____

Horse's Name _____

Breed: _____

Color, Brands and/or Markings: _____

Information Sheet
GREEN TREE EQUINE FACILITIES

Owner(s) of Horse(s):

(Name)

(Address)

(City) (State) (Zip)

(HM Phone) (Wk Phone)

email address _____

(cell phone)

OWNER'S AGENT:

(Name)

(Address)

(City) (State) (Zip)

(hm phone) (wk phone)

INSURANCE INFORMATION:

(Insurance Co)

(Address)

(City) (State) (Zip)

(Phone)

(Horse(s) insured value)

BOARDER EMERGENCY INFO:

(Contact Person, if other than owner)

(Address)

(City) (State) (Zip)

(cell phone)

(hm phone) (wk phone)

OWNER'S VETERINARIAN:

(Name)

(Address)

(City) (State) (Zip)

(cell phone) (wk phone)

OWNER'S FERRIER:

(Name)

(Address)

(City) (State) (Zip)

(Phone)

**PERMISSION TO SEEK VETERINARY CARE AND LIVING WILL
GREEN TREE EQUINE FACILITIES**

I, _____, give Randy and/or Debbie Eubanks, Green Tree Equine Facilities, their employees and/or assignee GTEF, my permission to seek veterinary care- evaluation, diagnostic procedures and treatment - for my horse(s) _____ in the event GTEF is unable to reach me or my agent(s) _____. This permission is granted not only for emergency situations but also whenever my horse(s) requires medical attention of any kind and GTEF has been unable to contact either me or my agent(s).

I will be responsible for all veterinary bills that might occur as a result of care.

My veterinarian is 1) _____. If my veterinarian is not available, please use the veterinarian on call or another veterinarian 2) _____.

I want to do whatever is necessary to ensure my horse will receive the appropriate veterinary care in case of an emergency or in case of a more routine injury or illness. I authorize the amount of approximately \$ _____ to be spent if it will save my horse and the accident or illness is recoverable. If it is apparent that my horse is suffering unduly and there is no hope of recovery, then I do not want his/her life to be prolonged. If GTEF and the veterinarian deem it necessary, please have my horse euthanized.

I give my permission to have my horse trailered to Colorado State University for emergency veterinary services should the veterinarian or GTEF deem it necessary. I give this permission knowing the bill may exceed the spending limit stated in the previous paragraph. _____ YES _____ NO

I hereby request that if my horse were to be critically ill or injured or if he/she were to be euthanized, that someone among GTEF staff who truly cares for my horse would be present to comfort him/her.

If my horse must be euthanized, I hereby request the body be disposed of in the following manner:

I will be responsible for all cost of body disposal.

Emergency contact Information:

Home Phone: _____	Office: _____	Other: _____
Vet #1 office: _____	Cell: _____	Other: _____
Vet #2 office: _____	Cell: _____	Other: _____
Agent Home: _____	Cell: _____	Other: _____
Agent Home: _____	Cell: _____	Other: _____

Signature

Date

HORSEBACK RIDING AND BOARDING LIABILITY RELEASE

I the undersigned, understand that horseback riding in a horse environment is a dangerous athletic event and environment which possesses potentially serious risks of injuries to its participants and observers. There are a number of inherent risks that are associated with an equine related activity. A horse may behave in a manner that results in damages to property or injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, stepping on, falling off or butting. A horse may act unpredictably to conditions, including, but not limited to, a sudden movement, loud noises, an unfamiliar environment, or the introduction of an unfamiliar person, animals or objects. A horse may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal: a person fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in activity with a horse.

I acknowledge that it is my responsibility to wear protective headgear while mounted. This head gear should be secured with a safety harness permanently affixed to the helmet and should meet A.S.T.M. standards.

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.

I hereby agree that under no circumstance will I or my heirs, family, observers, executors, administrators, or assigns prosecute or present any claim for personal injury, property damage, or wrongful death against GREEN TREE EQUINE FACILITIES, including any of its agent or employees for any cause of action. We, the undersign, have read, and do understand the terms of this agreement, warnings, assumption of risks and knowingly release and waive liability against the stable, GREEN TREE EQUINE FACILITY.

Date: _____

Guest or Minor Guest's Name: _____

(If under 18 a parent or legal guardian must sign)

Printed Name: _____

Signature: _____

Location of Activity: GREEN TREE EQUINE FACILITIES
4508 Oxford Rd.
Longmont, CO 80503