



**CORNERSTONE EQUESTRIAN CENTER LTD**  
**EQUINE BOARDING AGREEMENT**

This Equine Boarding Agreement (this “Agreement”) is made and entered into on \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as “Client”) and Cornerstone Equestrian Center Ltd, a Colorado limited liability company, and any member, manager, agent, employee, instructor, insurer, or independent contractor of the same, or any owner of land upon which Client may ride or be present on in equine activities (collectively hereinafter referred to as the “CEC”). This contract also covers the horse(s) described in the Addendum to Boarding Contract (“Addendum”) attached hereto and made a part hereof. For the purpose of this Agreement, it is agreed that the value of each horse boarded with the CEC does not exceed \$50,000.00 unless Client provides Stables with a certified appraisal and insurance contract for such horse. It is the intent of Client to board the horse(s) described in the Addendum, and the Stables to accept said horse(s) for boarding upon appropriate review. For and in consideration of the mutual obligations under this Agreement, Client and CEC agree as follows:

\_\_\_\_\_ 1. Client acknowledges and agrees that the use, handling and riding of a horse involves a risk of physical injury to any individual undertaking such activities, and that a horse, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times based upon instinct or fright, which likewise, is an inherent risk assumed by a participant in equine activities. Client expressly assumes such risk and waives any claim he/she might have against the CEC as a result of physical injury incurred in said activities.

**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. Client agrees to sign a separate waiver of liability, and further, to be bound by its terms and conditions. Client agrees to require Client’s family, agents, guests or invitees who engage in any activities on the CEC's premises, including without limitation, activities associated with the use, handling, and/or riding of a horse, to sign a waiver of liability before engaging in such activities.

\_\_\_\_\_ 3. Client agrees that the CEC is not liable for death, sickness and/or accident caused to Client’s horse(s) or damages to, including consequential damages, or loss of any personal property kept by Client at CEC's premises.

\_\_\_\_\_ 4. Client agrees to pay the monthly boarding fee amount set forth in CEC's published schedule of fees, in advance, or by the first day of each month that Client’s horse(s) is/are to be boarded at CEC. The CEC's fees may be adjusted from time to time, in which case the CEC will mail and/or email Client a copy of the revised fee schedule. Any adjusted fees will apply in the first full month after the date of the change in fees. In addition to boarding fees, Client agrees to pay CEC for any costs incurred by Stables on behalf of Client.

Each month CEC will provide Client with a statement describing services rendered and costs incurred on Client's behalf.

A finance charge of 1.5% per month (18% per year) is assessed for amounts not paid on the first day of the month, or within 15 days of billing, as applicable. If an account is turned over for collection because of nonpayment when due, Client will be responsible for CEC's costs of collection, including reasonable attorney fees.

During any period in which Client is delinquent in payment for more than 30 days, Client will have no right to enter or use the facilities, arenas, or other portions of the CEC to participate in any practice, lessons, clinics, or shows, or to remove the Client's horse(s) from the CEC without the prior written consent of the CEC.

\_\_\_\_\_ 5. All amounts due by Client to CEC shall be paid in full before Client's horse(s) will be released to Client for removal from the CEC. If any amount owed by Client to CEC is delinquent for more than sixty (60) days, Client understands and agrees that CEC may sell or otherwise dispose of Client's horse(s), tack and property located at CEC by any reasonable means, without prior resort to legal proceedings, upon three (3) days' written notice to Client. THIS AGREEMENT SHALL CONSTITUTE A POWER OF ATTORNEY GIVING THE CEC FULL AUTHORITY TO TRANSFER TITLE AND OWNERSHIP OF CLIENT'S HORSE(S), TACK, AND OTHER PERSONAL PROPERTY LOCATED AT THE CEC ON BEHALF OF THE CLIENT IN THE EVENT OF A SIXTY (60) DAY DELINQUENCY. Any net proceeds received by CEC from such sale or other disposition, shall be applied to the amounts then due hereunder plus interest and costs and expenses of sale, including reasonable attorney fees. Any excess proceeds from such sale shall be delivered to Client at Client's provided address or held for Client by the CEC if the Client cannot be contacted. No interest shall be paid on any such amount retained or held by CEC for Client.

\_\_\_\_\_ 6. Client shall ensure that its horse(s) shall be given required medical attention by a veterinarian at Client's expense, as well as provide proof of current vaccinations, coggins, health certificate of said horse/horses. In the event of an emergency, or if the Client does not provide medical treatment, Client hereby authorizes CEC to provide such treatment, or arrange for such treatment to be provided, at Client's expense. CEC shall attempt to notify Client of any illness or accident to the horse(s) before securing treatment for the horse(s), if time permits. Any amounts paid by CEC in connection with any such medical treatment shall be reimbursed by Client to CEC within five (5) business days after CEC notifies Client of the cost of the treatment provided. Client acknowledges that CEC does not have a veterinarian or other medical professional on staff and CEC shall not be liable for any failure to recognize or obtain treatment for any horse's medical condition.

\_\_\_\_\_ 7. Client acknowledges that blanketing of horses is allowed and agrees that the CEC is not liable for damage to blankets or injury to any horse as a result of blanketing. Client agrees that the CEC is not liable for damage to tack or equipment except if caused by the willful and wanton gross negligence of The CEC.

\_\_\_\_\_ 8. The CEC is a private facility. All boarders are required to follow the CEC's rules, safety procedures, and other policies and procedures, as posted at the CEC or otherwise disclosed to Client. Client and their invitees and guests are expected to be courteous to other clients and management. Client is expected to keep the tack rooms, grooming areas and any lounge or other facilities at the CEC free from trash or debris, and to otherwise take reasonable steps to avoid causing unclean, disorderly or unsafe condition to exist at the CEC. Client acknowledges and understands that stall cleaners and maintenance personnel work for the CEC and their duties are assigned by the CEC only. Any maintenance issues should be brought to the attention of the CEC's management. In an emergency, the CEC's management should be notified immediately and, if management is not available, any available employee should be notified regarding the emergency situation.

\_\_\_\_\_ 9. Client is financially responsible for any and all damages caused by their horse(s) to the CEC, including the property, tack and equipment.

\_\_\_\_\_ 10. Client may terminate this Agreement on thirty (30) days prior written notice. Client agrees to provide the CEC with not less than thirty (30) days' prior written notice before permanently removing any horse(s) from CEC. If the thirty (30) day written notice carries over into the next calendar month, boarding fees for that next month will be prorated accordingly. Client may elect to pay thirty (30) days' boarding fees in lieu of the prior written notice. The CEC will waive the thirty (30) day written notice requirement in the case of sale or death of a horse. The CEC reserves the right to terminate any boarding agreement at any time. Within thirty (30) days after the termination of this boarding agreement, the CEC will provide Client a prorated reimbursement of any portion of the prepaid boarding fees applicable to the period after such termination. The CEC has the right of an Agister's lien as set forth by the Colorado Revised Statutes for the amount due for board and any and all additional services, together with interest, costs and reasonable attorney's fees, as set forth herein, and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

\_\_\_\_\_ 11. The terms of this agreement shall be fully binding upon and shall be effective against the Client, Client's family members, guests, invitees, employees or agents and each of their successors, legal representatives or assigns and the actions of the same. This contract shall not be assignable by Client without the prior written consent of the CEC; if such consent is given, this contract shall be fully assignable by Client to a successor in interest and the terms, conditions, rights and obligations contained in this and the accompanying agreements shall remain in full force and effect notwithstanding such assignment. All previously executed waivers of liability, and the protections under the Colorado Equine Activities Act (Colorado Revised Statute § 13-21-119) shall transfer and cover the CEC and any successor in interest.

\_\_\_\_\_ 12. Client agrees that when their horse(s) is (are) permanently removed from the CEC's premises, all personal tack, equipment, trunks and other property of Client shall be cleaned out of the assigned tack area or locker or otherwise removed from the CEC. If the Client does not remove all such property on or before the day of departure, all tack, equipment, or other property of Client remaining at the CEC will become the property of the CEC. Any padlocks left on tack trunks or lockers will be removed by the CEC personnel and the contents will remain the property of the CEC.

\_\_\_\_\_ 13. If the Client breaches this agreement, the Client agrees to pay any and all fees, including reasonable attorney fees, charged to the CEC in an attempt to acquire full payment.

\_\_\_\_\_ 14. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

\_\_\_\_\_ 15. If any provision of this agreement shall for any reason, be held to violate any applicable law, then the invalidity of that specific provision shall not be held to invalidate any other provisions of this agreement. The parties agree that the surviving provisions shall remain in full force and effect unless the removal of the invalid provisions destroys the legitimate purposes of this agreement, in which event this agreement shall be canceled.

\_\_\_\_\_ 16. All negotiations, promises, representations, undertakings, understandings, letters of intent, and the like with respect to the subject matter of this agreement have been merged within this agreement and there are no further or contrary understandings with respect thereto. This agreement forms the complete and entire understanding amongst the parties, and may not be modified or amended except by written instrument. This agreement may be amended, terminated or suspended only by an agreement in writing between the CEC and Client.

\_\_\_\_\_ 17. This agreement has been entered into and shall be construed and enforced in accordance with Colorado laws, without reference to the choice of law principles thereof.

\_\_\_\_\_ 18. Dispute Resolution/Arbitration: Any controversy, dispute, or claim arising out of this Agreement shall be resolved through binding arbitration in Boulder County, Colorado in accordance with the rules then in effect of the American Arbitration Association, and judgement on the award rendered may be entered in any court having jurisdiction thereof. YOU ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, YOU ARE RELINQUISHING YOUR RIGHT TO BRING AN ACTION IN COURT AND TO A JURY TRIAL. Client agrees if anyone makes any claim(s) arising in any way as result of this relationship, Client agrees to indemnify, defend, and hold harmless the CEC from any expenses, damages or judgements, including legal expenses and attorney's fees, resulting from such claims. In any dispute arising under this Agreement, the substantially non-prevailing prevailing party shall pay the substantially prevailing party's costs and reasonable attorney fees.

IN WITNESS WHEREOF, the CEC and Client have executed this Agreement as of the day and year first above written.

**CEC: Cornerstone Equestrian Center, Ltd, a Colorado limited liability company**

\_\_\_\_\_  
By Jennifer Shannon, Manager, Cornerstone Equestrian Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
303-828-9040

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
CEqCtrLtd@gmail.com

\_\_\_\_\_  
Email Address

**Client:**

\_\_\_\_\_  
Signature, individually and on behalf of any child  
under 18 years of age.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

**Addendum to Boarding Contract**

Client's Veterinarian of Choice: \_\_\_\_\_

Veterinarian's Phone Number: \_\_\_\_\_

Note: If Client's horse(s) require(s) medical attention and Client has not designated a veterinarian, or if the designated veterinarian cannot be reached, the CEC will contact their own veterinarian of choice at Client's expense.

If Client's horse(s) is (are) insured, please provide insurance policy information below.

Insurance Company: \_\_\_\_\_

Phone Number: \_\_\_\_\_

*Owner shall provide and update the information below for each of horse Client boards at CEC:*

**Horse Name:** \_\_\_\_\_ **Breed:** \_\_\_\_\_

Mare     Gelding    **Year of Birth:** \_\_\_\_\_

**Color and Markings:** \_\_\_\_\_

**Prior Medical History:** \_\_\_\_\_

\_\_\_\_\_

**Horse Name:** \_\_\_\_\_ **Breed:** \_\_\_\_\_

Mare     Gelding    **Year of Birth:** \_\_\_\_\_

**Color and Markings:** \_\_\_\_\_

**Prior Medical History:** \_\_\_\_\_

\_\_\_\_\_

**Horse Name:** \_\_\_\_\_ **Breed:** \_\_\_\_\_

Mare     Gelding    **Year of Birth:** \_\_\_\_\_

**Color and Markings:** \_\_\_\_\_

Prior Medical History: \_\_\_\_\_

\_\_\_\_\_

**Horse Name:** \_\_\_\_\_

Breed: \_\_\_\_\_

Mare     Gelding

Year of Birth: \_\_\_\_\_

Color and Markings: \_\_\_\_\_

Prior Medical History: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date