



The
Four Winds

2504 N. Shields
Fort Collins, CO 80524

"Keeping Up With the Winds of Change"

EQUINE BOARDING AGREEMENT

This Equine Boarding Agreement (the "Agreement") is being entered into by The Four Winds of 2504 N Shields St, Fort Collins, Colorado, 80524 ("Stable") and (Name) _____ of (Street address) _____, (City) _____, (State) _____, (Zip code) _____ ("Boarder") as of _____, 20_____.

1. Term. The term of this agreement shall commence on the date set forth above, and shall renew automatically for successive periods thereafter unless canceled on 15 days written notice by either party.

2. Identification of Horse. Boarder's horse(s) to be housed by Stable ("Horse"):

a. _____ (registered name)
_____ (barn name)
_____ (color and markings)
_____ (breed)
_____ (sex)
_____ (DOB)
_____ (owned since mm/dd/yyyy)

b. _____ (registered name)
_____ (barn name)
_____ (color and markings)
_____ (breed)
_____ (sex)
_____ (DOB)
_____ (owned since mm/dd/yyyy)

c. _____ (registered name)
_____ (barn name)
_____ (color and markings)
_____ (breed)
_____ (sex)
_____ (DOB)
_____ (owned since mm/dd/yyyy)

d. _____ (registered name)
_____ (barn name)

_____ (color and markings)
_____ (breed)
_____ (sex)
_____ (DOB)
_____ (owned since mm/dd/yyyy)

3. Boarder's Contact Information.

(Name) _____, (Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (Fax) _____,
(E-mail) _____, (Sex) _____, (DOB) _____

4. Ownership of/Authority over Horse.

a. Boarder represents and warrants that they are the owner of record of Horse, or that they have express authority of the owner of record to enter into this Agreement and to house Horse with Stable. If Boarder is not the owner of record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this agreement, and liable for all sums hereunder.

b. Identification of Owner of Record if Different Than Boarder. If Boarder is not the owner of record of Horse, the owner of record is:

(Name) _____,
(Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (E-mail) _____.

5. Boarding Fee. Board is as follows: \$400 for the Main Barn, \$375 for the Cat House, \$350 for a run, and \$300 for pasture. Board is due on the 7th day of each month. Payment received after the 7th of the month will be subject to a \$ 25 late fee, plus \$ 5 in late fees for each additional day thereafter on which Board plus accrued late fees remain unpaid. There will be a \$ 40 charge for returned checks. Payments shall first be credited to accrued late fees and returned-check charges.

6. Optional Reservation Fee. In the case of board space being unoccupied for longer than a 30 day period, Stable does not guarantee a place for Boarder and your horse unless a monthly reservation fee is made in lieu of full board. The reservation fee is non-refundable. \$170 for Main Barn, \$150 for all Cat House Options, and \$120 for Double Runs and Pasture. Reservation Fee is due on the 7th day of each month. Payment received after the 7th of the month will be subject to termination of this agreement. There will be a \$40 charge for returned checks.

7. Stable's Services.

a. Stable agrees to provide a covered area for Horse which will be mucked once daily. All boarding options include an automatic waterer which is cleaned weekly.

b. Six turn outs are provided for Boarder's use. It is the owner's responsibility to provide Horse with turn-out time which is not exceed two hours. Please contact the head trainer for rates on Separate Services if you wish this to be cared for on your behalf.

c. Horse will be given hay twice daily up to 6 flakes of hay (4lbs per flake) and are fed roughly around 7:30am and 5:30pm. Any and all other supplements or feeds are responsibility of Boarder to provide, but will be fed by Stable if requested. Any additional flakes of hay desired are \$30 per month per extra flake

- d. Stable shall have the right to use reasonable and customary restraints and training implements to move Horse should they be necessary if, for example, horse refuses to move or becomes a danger to itself or others. Further, if Horse becomes a danger to itself or others, Stable need not muck horse's stall.
- e. Blanketing is the responsibility of the Boarder. Please contact the head trainer for rates on Separate Services if you wish this to be cared for on your behalf.
- f. Extras Available in Addition to Board:
 - 1. A separate program for Services is offered if requested on your behalf (i.e. blanketing and turn-out, handling for ferrier, vet or chiropractor in your absence). Contact Linnea Throckmorton at 970.691.1773
 - 2. Four Winds has a custom grain made (14% protein, 14% fat, 15% fiber). It is offered at a flat monthly rate of \$100 for 8 QTS per day. Additional QT's requested are \$30 monthly per QT.

8. Horse's Physical Condition/Special Care.

Except as specified in this section, to Boarder's knowledge, Horse is currently sound, disease-free, and in good condition, and not in need of any special care.

Exceptions: _____

9. Horse's Behavior.

Boarder states that the Horse exhibits the following behavioral traits:

10. Hours of Visitation/Access to Horse. Boarder, their veterinarian, farrier, and designated guests shall have access to Stable and Horse at all times. Please be mindful of those living on the property.

11. Veterinary Care.

- a. Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper veterinary care and veterinary services. Boarder understands that if Boarder's horse is or appears sick or injured, Stable will first try to contact Boarder. If Boarder is unavailable, or Horse has an emergency, Boarder gives Stable permission to call Boarder's veterinarian, identified as Dr. _____, with _____ (Clinic), at phone numbers (Office) _____, (Cell) _____, (Home) _____, and (E-mail) _____. If Boarder's veterinarian is unavailable, Boarder authorizes Stable to call another veterinarian, and that Boarder will be fully responsible for all veterinarian charges so incurred.

- b. Boarder also agrees that Boarder will keep Horse current on all customary worming and vaccinations, including but not limited to West Nile, Lyme disease 5-way, Rabies, Rhinopneumonitis, and any and all other worming or vaccinations as may be prevailing or customary in Stable's locale.

12. Prohibited Activities and Stable Rules. Boarder hereby acknowledges receipt and understanding of the current Stable Rules, which are incorporated by reference in full, as if fully set forth herein. Boarder agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the

conduct of his guests and invitees according to these Rules. Stable may revise these Rules from time to time and Boarder agrees any revision shall have the same force and effect as current Rules. Failure, as determined in Stable's sole discretion, of Boarder or Boarder's guests and invitees to abide by Stable Rules may result in Stable declaring Boarder in default hereunder and result in termination of this Agreement.

a. Boarder acknowledges the Rules include but are not limited to:

1. All riders and guests must sign a liability release before handling or riding any horse.
2. It is a boarder's responsibility to ensure that all his/her guests have completely filled out and signed a release.
3. Outside trainers are prohibited.
4. If lights are turned on, turn off before Boarder leaves same day.
5. Please take reasonable care when turning out your horse. Notify management of any damage caused. Use only turnout areas. Horses are not to be turned out for more than two hours at a time. If exceeded, there will be a \$10 handling fee. Boarder's horse must be supervised at all times while in turn-out.
6. Each person is responsible for cleaning up after themselves and their horses.
7. Hay will not be removed from hay barn nor grain from the silo without permission from Management.
8. Boarder will keep area by horse's boarded location clean and presentable, i.e grain bin and buckets piled neatly, and blankets and halters hung properly or kept in a storage container no larger than 22"x25"x45". Personal grain/feed will be kept in designated areas
9. Boarder's equipment, tack and supplies must be put away in their designated area in a Tack Room. Only use the space assigned.
10. Tie only to tie rails, crossties, or inside paddocks or stalls.
11. USPC approved helmets with chin harness in place must be worn while jumping. Persons under 18 must wear approved helmets at all times.
12. No jumping is permitted in the same arena that lessons are being held, unless permission is given by the instructor at the time.
13. If you move any jumps or equipment, put them back as they were found. The week of a horseshow, it is asked that jumps in the outdoor arenas do not be moved at all.
14. Beginner riders get right of way in the arena.
15. Drive under 10 mph.
16. Persons under 18 may not ride unsupervised without trainer's and parents' permission.
17. It is expected that parents will drop children off for lessons, however it is not acceptable to leave children for more than two hours without prior arrangement.
18. Neither Boarder nor their guests or agents shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable without permission of Stable or that horse's owner. Each person will implement any instructions or suggestions for safety made by our staff.
19. Four Winds hosts horseshows throughout the year. Both large outdoor arenas may not be ridden in while a show is in operation. The exhibitors have right of way in the designated schooling arenas (indoor and small outdoor arena East of railroad tracks). CHJA Rules and Regulations must be followed and can be found at <https://www.chja.org>.

13. Authorized Users. Stable has discretion when and under what circumstances to allow Boarder's designated Users to have access to Horse and Stable's facilities. Boarder's designated users are:

a. (Name) _____,

(Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (E-mail) _____,
(Sex) _____, (DOB) _____ (Relationship to Boarder) _____.

b. (Name) _____,
(Street address) _____,
(City) _____, (State) _____, (Zip code) _____,
(Office phone) _____, (Cell phone) _____,
(Home phone) _____, (E-mail) _____,
(Sex) _____, (DOB) _____, (Relationship to Boarder) _____.

14. **Stable's Remedies.** If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse hereunder, Stable reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred.

15. **Amendments and Modifications.** The parties may amend this Agreement only by a written agreement executed by all parties.

16. **Notice.**

a. **Notice to Stable.** All notices must be in writing and delivered to Stable at the following address, in a manner which provides proof of delivery:

The Four Winds	phone: 970.482.0767
2504 N Shields St	fax: 970.817.2335
Fort Collins, CO 80524	email: fourwinds@fourwinds.net

b. **Notice to Boarder.** All notices must be in writing and delivered to Boarder at Boarder's address listed above in this agreement, in a manner which provides proof of delivery. It is Boarder's responsibility to keep address current.

17. **Assignment or Transfer.** No party may assign or transfer this Agreement without the prior written consent of the other parties.

18. **Entire Agreement.** This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

19. **Comprehension.** Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

20. **Governing Law and Venue.** This agreement shall be governed by the laws of Colorado. Venue for resolution of disputes shall be proper in Larimer County, Colorado.

BOARDER:

STABLE:

(Signed)

(Signed)

(Printed)

(Printed)