



ABOVE ALL FARMS LLC

1800 N COUNTY ROAD 23

BERTHOUD, CO 80513

303-746-4425

Above All Farm LLC

BOARDING/TRAINING AGREEMENT

This Boarding Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between Above All Farm LLC, a Colorado Limited Liability company, whose address is 1800 N County Road 23, Berthoud, Co 80513 and owner described below:

Owner Information

Owners Name: _____

Address:

Street City State Zip

Preferred Phone: _____

Horse: _____ . Reg No. _____

Owner represents that he/she owns any Horse to be boarded at Above All Farm and that no liens or encumbrances exist against any of said Horse, whether express or by law, unless otherwise disclosed to Above All Farm. Owner further represents that to the best of Owner's knowledge; no Horse has been exposed to any contagious or infectious disease during the two weeks prior to boarding and will adhere to the health entry and maintenance program defined herein.

RECITALS

- A. Above All Farms LLC owns and operates a ranch, riding arena, training facility that does lessons, located at the above address; and
- B. Owner owns the above Horse and desires to board the horse with the trainer or at Above All Farm LLC Equestrian facility.

To be legally bound, freely, and voluntarily agree as follows:

AGREEMENT

1. Fees: Owner agrees to pay the following monthly fee based on services selected. This fee may vary based on the Hay and Grain Allotment Choice you make.

_____ Indoor Stalls (does not include turn out)

Based on your selection, your monthly rate is \$ _____ /month per horse, made payable to Above All Farm in consideration for the services provided herein. And again, this rate may vary based on the Hay and Grain Allotment policy. All accounts not paid by the tenth (10th) day of the month will be charged a \$100.00 and an additional \$100.00 every five (5) days thereafter. All fees must be paid monthly and in advance. **NO BOARDING FEES SHALL BE REFUNDED ONCE PAID.** Boarding fees are subject to change without notice. Owner acknowledges that Colorado law grants Above All Farm LLC a lien against the Horse for any unpaid boarding fees, until amount is satisfied (C.R.S § 38-20-201 *et seq.*).

2. Term of Agreement. This Agreement shall commence on _____ and shall be for the term of _____ month (s). Thereafter, the Agreement shall continue on a month- to month basis, unless terminated by either party in writing upon thirty (30) days prior notice. Notwithstanding the foregoing, Above All Farm LLC may terminate this Agreement at its option if Owner breaches this Agreement, is found to have made material misrepresentations to Above All Farm LLC, or if the horse is or becomes unruly, disruptive or ill and cannot be maintained at the Above All Farm LLC facilities as determined in the sole subject discretion of Above All Farm LLC.

3. Boarding Facilities and Feed. Above All Farm LLC agrees to provide boarding services for each horse at 1800 N County Road 23, Berthoud, Co 80513. Above All Farm LLC shall provide adequate feed and facilities for normal and reasonable care required to maintain

the health and well-being of each horse. However, the horse owner will determine the daily feed amounts specific to their horse. Horses will be fed twice per day, once in the morning and once at night. A feed and grain allotment schedule is included in the Boarding Rate sheet.

4. Grooming and Exercise. Above All Farm LLC will not be responsible for to provide grooming, exercise, or other care for the Horse, unless specifically stated herein. Owner shall be solely responsible for arranging for the grooming and exercise of each horse boarded with Above All Farm LLC.

5. Other Horse Services. Owner shall be responsible for all costs incurred in connection with or for the benefit of the Horse, including but not limited to training, lessons, shoeing, veterinarian services, and any other miscellaneous expenses.

6. Treatment and Emergency Care. Above All Farm LLC shall attempt to contact owner should Above All Farm LLC determine that medical treatment is needed for a horse. If Above All Farm LLC is unable to reach the owner, Above All Farm LLC is authorized to secure emergency veterinary and/ or farrier care required for the health and well-being of the horse. Above All Farm LLC shall first attempt to reach owner's designated veterinarian for provision of such care and arrange for treatment through such veterinarian. If Owner's designated veterinarian cannot be reached or is unavailable to provide treatment, Owner consents to treatment by the veterinarian chosen by Above All Farm LLC and agrees to assume responsibility for all costs associated with said care within ten (10) days from the date Owner receives notice thereof. Alternately, Above All Farm LLC is authorized, as Owner's agent, to arrange for direct billing of required care services to Owner.

7. Horse Health. Each horse boarded with Above All Farm LLC shall meet the following health requirements:

- a. Upon Entry. Owner shall provide evidence of the following prior to Above All Farm LLC accepting the horse as a boarder.
 - i. Equine Infectious Anemia Laboratory Test (Coggins Test), good for one (1) year.
 - ii. Certificate of Veterinary Inspection (Health Certificate), good for thirty (30) days.

b. Ongoing Requirements. Owner shall ensure compliance with the following requirements and shall provide Above All Farm LLC with evidence of the same, by the date specified:

i. Fall Vaccinations: (evidence must be provided yearly by _____)

1. Equine Influenza
2. Rhinopneumonitis (equine herpesvirus)

ii. Spring Vaccinations: (evidence must be provided yearly by _____)

1. Eastern Equine Encephalitis
2. Western Equine Encephalitis
3. Rabies
4. Tetanus
5. West Nile virus Encephalitis

iii. De-worming Rotation Schedule:

1. Fecal Parasite Samples taken every 6 months, for first year, annually thereafter.
2. Necessary de-worming regiment implemented accordingly, based upon results.

8. Risk of Loss. During the time that the Horse is in the custody of Above All Farm LLC, Above All Farm LLC shall not be liable for any sickness, disease, accident, injury, astray, theft or injury which may be suffered by the Horse, or any other cause of action whatsoever arising out of or connected in any way with the boarding of said Horse. This includes but not limited to, personal injury or disability the Horse may incur while on the Above All Farm LLC premises.

9. Hold Harmless & Indemnification. Owner has inspected the premises and ground of Above All Farm LLC, is familiar with the physical facilities located thereon, and acknowledges that there are inherent risks and dangers associated with ranch-related activities. Owner shall indemnify, defend and hold Above All Farm LLC, together with its employees, representatives, agents, owner and managers, harmless, from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorney's fees and court costs) which result from any damage or injury by or to the Horse, or to any person or property caused by the Horse.

10. Physical damage to Property. Owner will be responsible for any physical damage to the property while their horse is in residence, normal and/or reasonable wear and tear excluded. If any damage needs to be addressed by and outside contractor, the charges the owner is the cost of the contractor plus 10%. If the damage can be fixed by our own people, we will charge

the cost of materials plus 10% and labor at the rate of \$50.00/hour. Normal and/or reasonable wear and tear will be determined by ranch owners.

11. Photographs/Recording Media. Owner/Boarder/leaser/person taking lessons/Visitors/Any Quest of aforementioned, (hereafter "Owner") agrees that Owner shall not, without the prior written consent of Above All Farm LLC, share, sell or release any photographs or videos of the buildings, facilities, ranch lands, or staff: (i) with any other persons ; (ii) on any social media platforms (including but not limited to platforms such as Facebook, Instagram or Snapchat); (iii) in any blog postings or other publications, or (iv) in any promotions or marketing materials which can be readily identifiable as Above All Farm LLC or Above All Farm LLC property. However, Owners may share photographs or identifiable Above All Farm LLC buildings, facilities, or stall. If you have any questions about this policy, please reach out to managers and owners. In the event of any breach of this provision, Above All Farm LLC reserves the right to terminate any existing contract with Owner and bar Owner from any future use of the Above All Farm LLC facilities. If there are damages created by any breach of this provision, Owner will be subject to any damages incurred.

12. Waiver and Release of Liability. Owner has signed and returned the separate Waiver and Release of Liability provided by Above All Farm LLC.

13. Release to Third Party. Should Owner desire that Above All Farm LLC release Horse to any Third Party, Owner must provide to Above All Farm LLC, his or her written consent to such release before Above All Farm LLC will surrender possession of the Horse to third party.

14. Amendments. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

15. Waiver. It is specifically understood that in the event of the breach of any clause of this Agreement, and the waiver thereof by any party, such waiver shall not operate as condoning of such breach, nor shall it be considered as a waiver of any other provision of the same provision of this Agreement at any other time.

16. Choice of Law and Venue. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado.

Venue for any action regarding this Agreement shall be in and for the County of Larimer, State of Colorado.

17. Attorney's Fees. Should any litigation be commenced between the parties to this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees and costs incurred in connection with such litigation, which shall be determined by the court in such litigation, or in a separate action brought for that purpose.

18. Entire Agreement. This agreement represents the entire agreement between the parties and any additions, deletions or modifications must be in writing signed by order to be enforceable.

19. Colorado Law Required Warning. Owner acknowledges the following warning, as provided by Colorado law:

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

The undersigned agree to the terms and conditions set forth above and acknowledge receipt of a copy hereof.

Owner/ Boarder

Signature

Date

Printed Name

Above All Farm LLC

Signature

Date

Printed Name

Position
