

# CHANCE ADAM COLT STARTING Board Agreement

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between (Horse Owner)\_\_\_\_\_ and Chance Adam Colt Starting, hereinafter designated as "Owner" and Chance Adam Colt Starting, their employees, agents hereinafter designated as "CACCS".

**1. Term of Boarding Contract:** This boarding agreement shall commence on \_\_\_\_\_ and will continue month to month. Either party may terminate this contract at any given time by giving 30 days notice in advance. The boarding agreement covers the horse described in paragraph 2.

## 2. Description of Horse:

Name: \_\_\_\_\_  
Age: \_\_\_\_\_ Sex: \_\_\_\_\_  
Breed: \_\_\_\_\_ Color: \_\_\_\_\_  
Specific description:  
\_\_\_\_\_

**3. Fees:** In consideration of this agreement, "Owner" agrees to pay "CACCS" a fee of \_\_\_\_\_ per month payable *in advance* on or by the **1st day of each month, PROMPT PAYMENT IS APPRECIATED.** Subsequent payment is due and payable on or before the first (1st) day of each month that this Agreement is in effect. "CACCS" will be entitled to a lien against the horse(s) for the value of the services rendered, and shall be entitled to enforce said lien according to the laws of the State of Colorado. In the event it becomes necessary for "CACCS" to file or defend an action at law or in equity for the enforcement of the terms and conditions of this agreement, "Owner" shall pay all associated costs and attorney fees. **Before horse is released from "CACCS" to "Owner", all charges/fees including but not limited to training, board, veterinary, farrier, chiropractic, etc. must be paid in full by "Owner."**

**4. Instructions for Care:** Feed and water will be provided by "CACCS" unless previous arrangements have been made for "Owner" to provide feed. "Owner" will be responsible for all expenses related to additional feed, supplements, medications, farrier and/or veterinary appointments, etc. "CACCS" will not pay any of the above expenses on behalf of "Owner". "Owner" warrants that their horse(s) entering "CACCS" premises will be free of all communicable diseases upon delivery and will be up to date on standard vaccines. Records of veterinary care will be provided to "CACCS" upon request.

**5. Emergency Veterinary Care:** If emergency treatment is needed, "CACCS" will attempt to contact "Owner" and allow adequate time attempt for this contact. In the event "Owner" is not reached, and the horse(s) health is considered in jeopardy, "CACCS" has the authority to secure emergency veterinary care in any amount up to

\$\_\_\_\_\_. "Owner" is responsible for all costs incurred. "CACs" is authorized as "Owners" agent to arrange for billing to "Owner".

**6. Risk of Loss:** While the horse(s) are at the premises of "CACs", "CACs" will not be liable for any injury, sickness, death, or theft suffered by the horse or any other cause of action arising from or being connected to the board care and/or transportation of the horse(s). "Owner" fully understands that "CACs" does not carry any insurance for any horses not owned by it for boarding or for any other purposes, for which the horses are covered under any public liability, accidental injury, theft or equine mortality insurance; all risks are assumed by "Owner". "Owner" agrees to hold "CACs" harmless from any loss or injury to said horse. All costs, no matter how catastrophic, connected with training or for any other reason for which the horse is on the premises of "CACs", are borne by "Owner".

**7. Hold Harmless:** "Owner" hereby agrees to release, waive, discharge any covenants not to sue "CACs", Chance Adam individually, and/or property owners Ray and Alison Bendele, ("Owner" understands that "CACs" leases the facility located at 3618 Plateau Rd, Longmont CO 80503 and has sole responsibility for care and custody of all horses on the premises. "Owner" understands and agrees that property owners Ray and Alison Bendele have no involvement with the care and custody of said horse.) their personal representatives, assigns, heirs, and next of kin for any and all loss or damage and any claim or demands therefore on account of injury to the person or property or resulting in death of the "Owner" whether caused by negligence of "CACs" or otherwise while the "Owner" is walking, riding, or standing in proximity to (whether under the instruction of "CACs" or not). The "Owner" agrees to hold harmless from any claim resulting from damage or injury, or death, caused by any action of said horse for the term of this agreement. It is understood by both parties that the participation in any events around horses can be inherently dangerous. "Owner" agrees to carry personal liability/medical insurance for personal protection in the event of injury resulting by action of said horse for the term of the Training Agreement. **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 Colorado Revised Statutes 1973, 13-21-119.**

**9. Ownership/Responsibility for Horse Actions:** "Owner" warrants that he/she has clear title to said horse, free of any liens or encumbrances, and has the right to execute this Boarding Agreement. "Owner" shall be solely responsible for all the acts and behaviors of the horse(s) at anytime during this agreement, and in no case shall "CACs" be liable for the horse's (horses') acts or behaviors other than for the gross negligence on the part of "CACs", his agents or employees in boarding, care, and/or transportation of the horse(s). "Owner" agrees to replace or furnish payment to "CACs" for any injury, damage, or loss of property or stock caused by "Owners" horse(s).

**10. Termination/Default:** Either party may terminate this Boarding Agreement given 30 days advanced notice to each other. **"Owner" must give "CACs" 30 days notice or removal of horse from board. If "Owner" does not give 30 days notice before removing horse from training or board, all applicable board fees are still due.** In the event of a default, the wronged party shall have the right to recover from the breaching party all reasonable court costs and attorney's fees resulting from the failure of either party to

meet a material term of this agreement. "Owner" cannot assign this Boarding Agreement unless "CACs" agrees in writing.

*This agreement is subject to the laws of the State of Colorado.*

Executed on \_\_\_\_\_(date) at Longmont, Boulder County, Colorado.

Chance Adam dba CHANCE ADAM COLT STARTING: \_\_\_\_\_

Barn Address:

3618 Plateau Rd

Longmont CO 80504

cell: (719)469-2288 email: cadam2100@gmail.com

Mailing Address:

PO Box 446

Hygiene, CO 80533

*Please note our online options for payment include:*

- **Venmo:** Chance Adam, @cadam2100
- **Paypal:** paypal.me/AndieAdam

Horse Owner \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_