



5430 Murr Road  
Peyton, CO 80831  
(719)367-7558  
Fax: (866)810-3487  
info@sleipnirstables.com

### BOARDING AGREEMENT

This Agreement is made on the \_\_\_\_th day of \_\_\_\_\_, 2021, between Sleipnir Stables, Ltd., a Colorado Corporation, registered to do business in Colorado, hereinafter "the Stables", located at 5430 Murr Road, Peyton, Colorado, and \_\_\_\_\_, hereinafter "the Owner", residing at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, who represents that (s)he is the legal owner of the horse(s) described as:

Name: \_\_\_\_\_  
Barn Name: \_\_\_\_\_  
Age: \_\_\_\_\_ Color: \_\_\_\_\_  
Sex: \_\_\_\_\_ Breed: \_\_\_\_\_  
Height: \_\_\_\_\_ Registry: \_\_\_\_\_  
Brands/Tattoos: \_\_\_\_\_  
Declared Value: \_\_\_\_\_  
Known Vices: \_\_\_\_\_

Name: \_\_\_\_\_  
Barn Name: \_\_\_\_\_  
Age: \_\_\_\_\_ Color: \_\_\_\_\_  
Sex: \_\_\_\_\_ Breed: \_\_\_\_\_  
Height: \_\_\_\_\_ Registry: \_\_\_\_\_  
Brands/Tattoos: \_\_\_\_\_  
Declared Value: \_\_\_\_\_  
Known Vices: \_\_\_\_\_

Name: \_\_\_\_\_  
Barn Name: \_\_\_\_\_  
Age: \_\_\_\_\_ Color: \_\_\_\_\_  
Sex: \_\_\_\_\_ Breed: \_\_\_\_\_  
Height: \_\_\_\_\_ Registry: \_\_\_\_\_  
Brands/Tattoos: \_\_\_\_\_  
Declared Value: \_\_\_\_\_  
Known Vices: \_\_\_\_\_

1. **Term:** This Agreement is for a month to month term.
2. **Fees:**
  - (a) Owner agrees to pay Stables the base sum of \_\_\_\_\_ Dollars (U.S.\$ \_\_\_\_\_), payable on the first day of each month, paid by the Owner in advance, less applicable discounts, for the horses declared above.
  - (b) Owner may agree to pay an entire annualized sum, prior to the commencement of services. In such event, Stables agrees to provide the Owner a Ten (10%) discount over the total annualized fee as calculated from Paragraph 2(a). Prepaid fees are non-refundable absent a material breach of this Agreement by Stables.

- (c) Additional fees may be assessed the Owner for services beyond those provided by Stables in accordance with Paragraph 3(a). Fees for such additional services will be invoiced the Owner monthly on or about the 5<sup>th</sup> of the month, with payment to be made by the 10<sup>th</sup> day of the month.

**3. Stable Services:**

- (a) Basic Services: The Stables will provide, in consideration of the fee outlined in Paragraph 2(a), normal and reasonable care to maintain the health and welfare of the horse. The following basic services are provided:
  - i. Stall type –
    - Stall Only
    - Stall with paddock/run
    - Paddock/run with Shelter
  - ii.  Heated     Unheated (The heated barn is maintained at app. 50F.)
  - iii.  Rubber Matting     Compacted Soils, in either case with wood bedding included.
  - iv. Run/Stall cleaning – Stalls/Runs are cleaned by Stables at least daily, with bedding replacement as required.
  - v. Feeding – Horse will be feed by Stables. Feed will consist of an alfalfa-grass or grass hay and grain, if desired, in sufficient quantities to maintain proper condition, approximately 1.5 to 2.0 percent of body weight. Water is provided in each stall; with reasonable efforts to break ice, heat or otherwise maintain free access during periods of inclement weather.
  - vi. Owner may store on the premises one horse or livestock trailer while boarding a horse at the facility. The Stable is not liable for any damage, loss or theft of the trailer.
  - vii. Facility Access – Owner will have access to his/her horse generally during daylight hours (Summer) or at least from 0700 to 2000 daily (Winter). Owner will be provided with a tack closet, sufficient to store two saddles and reasonable accessories. During business hours, Owner and horse will have access to arenas, round pens, and other amenities subject to other users. A monthly schedule of events that may limit access, i.e. clinics, shows, equine events, will be provided the Owner.
  - viii. Clinics and Special Events – Owner will be provided discounted rates and the first opportunity to register for clinics and special events that are held at the facilities.
- (b) Special Services: Services in addition to the basic services are contracted for individually in addition to this Agreement. Such services include, but are not limited to: special diet, farrier services, training, exercise periods, daily turn-out to pasture, and grooming.

**4. Delivery of Horse to Stables:**

- (a) Initial reception: Upon initial reception into the facility, Owner will provide Stables with proof of a negative Coggins test; a copy of a brand inspection, if applicable or state issued title; a completed emergency information and horse health record.
- (b) Check-out, Check-in of Horses: Owners may check out their horse and return during normal business hours, as they may desire. All horses once received by the Stable must be signed in and out in order for the Stable to maintain accountability. Owners wishing to check their horse in or out at other times will be accommodated upon prior arrangements.

- 5. **Emergency Care:** If medical treatment is needed, Stable will make reasonable efforts to contact the Owner. In the event Owner is not reached, Stable is granted the authority to secure emergency veterinary or farrier care. However, the cost of such care shall be the responsibility of the Owner and Owner agrees to Stable arranging for Owner to be billed directly by the care provider.

**6. Risk of Loss/Hold Harmless Provision:**

- (a) Owner recognizes the inherent risks involved in equestrian activities. Such activities can result in the injury or death of a rider or other participant. Owner understands and recognizes that the risk of such loss is entirely that of the Owner and agrees to hold the Stables, its owners, employees, agents, contractors, and lessors/licensors (in the event an injury occurs on leased or licensed land) harmless for any injury or death that results from the inherent risks involved in equestrian pursuits.
- (b) Owner understands that they are solely responsible for the health and safety of any guest he or she may bring to the facility and agrees to indemnify the Stables as to any loss or claim that may be brought by said guest against the Stable, its owners, employees, agents, contractors, and lessors/licensors. Guest riders are required to sign a liability waiver provided by the Stable.
- (c) Owner agrees to hold Stable harmless from any claim caused by the horse and agrees to pay all expenses of and assessments against the Stable in defense of a claim resulting from damage by said horse.
- (d) Stable will provide a reasonably safe and secure facility for the Owner's enjoyment, the boarding of the horse and the storage of tack. However, the risk of loss or injury to tack, trailer and horse remains with the Owner. The Stable does not warrant nor guarantee the security against theft or other casualty of the Owner's horse or property left at the facility.
- (e) The Stable does not assume any liability for the health and welfare of the horse, beyond the specific care outlined above and the Owner agrees to hold the Stable harmless for any illness, injury or death to the horse.

**7. Owner's Obligation to Stable and Other Users.**

- (a) In addition to such other obligations that Owner may owe Stable by virtue of this Agreement, customary practices, or the laws of the State, Owner agrees that (s)he and his/her guests will at all times conduct themselves in a courteous and safe manner towards Stable personnel, other owners/users, and guests.
- (b) Cruelty towards animals will not be tolerated by Stable, nor should it be tolerated by any Owner.
- (c) Owner agrees to comply with the reasonable Rules of Facility Use that may be posted or otherwise distributed from time to time. This includes having guests that may use the facilities execute and deliver to Stable the Stable's form of release.

**8. Right of Lien.**

- (a) Stable has the right of lien as set forth in the laws of the State of Colorado for the amount due for board and additional agreed upon services and shall have the right without process of law to retain said horse until the indebtedness is satisfied in full.

**9. Termination.**

- (a) This Agreement is subject to termination by the either party, immediately, in the event either party should engage in any act of cruelty towards the horse or any other animal upon the facility grounds.
- (b) In the event of a material breach of this Agreement, other than animal cruelty, the non-defaulting party shall provide the defaulting party thirty days notice of default and during such notice period the defaulting party shall be afforded the opportunity to cure the default. Absent the default being cured, the injured party may declare this Agreement terminated.
- (c) In the event that Stable should default, and such default is not cured as provided above, Owner shall be entitled to the reimbursement of all fees paid in advance and not yet due to Stable.

**10. Governing Law and Enforcement.**

- (a) This Agreement is governed by the laws of the State of Colorado.
- (b) Any legal action must be taken in the County of El Paso, State of Colorado.

- (c) The parties to this Agreement mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by binding arbitration conducted in accordance with the existing rules of the American Arbitration Association. Such arbitration shall take place in El Paso County, Colorado.

**11. Entire Agreement.**

- (a) This constitutes the entire Agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

FOR SLEIPNIR STABLES, LTD.

FOR THE OWNER

\_\_\_\_\_

\_\_\_\_\_