

# Board Sum B LLC at Lazy Sum B Bar Ranch

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**Emily and Jason Menegatti**

520 South CR 31, Berthoud Co

## Horse Boarding Agreement

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between:

**Boarder:**

Name: \_\_\_\_\_

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

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

Emergency Contact Name & Phone: \_\_\_\_\_

(Hereinafter "Boarder")

-and-

**Facility:**

Board Sum B LLC

520 South CR 31, Berthoud, CO 80513

(Hereinafter "Facility")

Boarder is the legal owner of the below-described horse and desires Facility to board the horse. Facility agrees to provide boarding services under the terms and conditions set forth below:

### I. HORSE INFORMATION

Barn Name: \_\_\_\_\_ Registered Name: \_\_\_\_\_

DOB: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_ Breed: \_\_\_\_\_

Veterinarian: \_\_\_\_\_ Phone: \_\_\_\_\_

Farrier: \_\_\_\_\_ Phone: \_\_\_\_\_

Allergies: \_\_\_\_\_

### **Emergency Information**

*See sections 10 & 11 for Emergency & Insurance Protocols*

Vet Preference (list any you will NOT use) \_\_\_\_\_

Preferred Emergency Vet Hospital: \_\_\_\_\_

\*Emergency Trailering Cost: \$2.00 per mile + hourly rate of \$85 per hour

Is this horse a surgical candidate? \_\_\_\_\_ Monetary Spending Limit: \_\_\_\_\_

Is horse Insured? \_\_\_\_\_ If yes, Insurance Company Name: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Insurance Phone Number: \_\_\_\_\_

### **Horse #2 –**

Barn Name: \_\_\_\_\_ Registered Name: \_\_\_\_\_

DOB: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_ Breed: \_\_\_\_\_

Veterinarian: \_\_\_\_\_ Phone: \_\_\_\_\_

Farrier: \_\_\_\_\_ Phone: \_\_\_\_\_

Allergies: \_\_\_\_\_

### **Emergency Information**

*See sections 10 & 11 for Emergency & Insurance Protocols*

Vet Preference (list any you will NOT use) \_\_\_\_\_

Preferred Emergency Vet Hospital: \_\_\_\_\_

\*Emergency Trailering Cost: \$2.00 per mile + hourly rate of \$85 per hour

Is this horse a surgical candidate? \_\_\_\_\_ Monetary Spending Limit: \_\_\_\_\_

Is horse Insured? \_\_\_\_\_ If yes, Insurance Company Name: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Insurance Phone Number: \_\_\_\_\_

## **II. PAYMENT**

Boarder agrees to pay Facility Board Sum B LLC \$ \_\_\_\_\_ per month. All payments are due **on the 1st of the month**.

- \$25 late fee issued after the 5th
  - \$50/day late fee issued after 10 days
  - 5% monthly interest begins after 30 days
- No refunds will be issued once services have begun for any reason, including but not limited to injury, illness, lameness, etc.

## **III. BOARDING OPTIONS**

### **Standard Boarding Rates**

- ☐ Stall w/ run (tack spot included) – \$750/month
- ☐ Shared pen w/ pasture turnout – \$550/month
- ☐ Single horse pen – \$700/month

\*Board rates listed above include feeding of grain 2x daily in stalls, 1x daily in single horse pen, full use of facility and trailer parking.

## Boarding Inclusions

- **Blanketing:** Blanketing is included in board. Boarded horses will be blanketed and unblanketed by LSBBR. **Horses in a training program** will be blanketed and unblanketed by the trainer responsible.
  - One blanket may be kept on site at a time, in designated, assigned area.
  - It is Boarder's responsibility to ensure blanket is **dry**, clean and in good repair
  - Blankets must be clearly labeled with Horse's name.
- **Grain:** See Section VI.

## IV. DUTIES

- Boarding: Facility agrees to provide shelter and care.
- Feeding: As outlined in Section V.

## V. FEEDING

Facility will feed twice daily or free feed using forage included in board rate.

## VI. SUPPLEMENT SERVICES

Boarder must provide:

- **Grain:** Grain can be fed to horses in stalls and single pens.
  - Boarder will provide all grain and supplements.
  - Boarder will premeasure grain and supplements into bags and store in the designated location
    - It is the Boarder's responsibility to make sure that grain is stocked. Facility is not responsible for grain missed due to it not being stocked.
  - Liquid supplements will only be fed to horses in stalls.
  - **No feeds that require water or soaking are permitted.**
  - **Graining services are not available for horses in shared pens or pasture.**
  - **Medications will only be administered by the trainer or horse owner. Facility will not feed or administer ANY medications.**

## VII. ASSUMPTION OF RISK

Facility operates on a 200-acre mountainside ranch. The facility includes varied natural terrain, steep hills, prairie dog holes, wildlife (including deer, coyotes, and snakes), and is located in a high fire-risk zone. All horses are turned out in groups and are subject to environmental exposure.

Boarders boarding at this Facility must understand that **accidents and injuries are an inherent risk of keeping horses in a herd environment in natural terrain**. Boarder acknowledges and accepts that boarding a horse in turnout, dry lot, or pasture conditions inherently carries risks. These risks include but are not limited to: injuries from herd dynamics (such as biting, kicking, or chasing), entanglement with fencing, exposure to weather, ingestion of natural vegetation or foreign objects, uneven terrain, and the **presence of prairie dog holes** or other naturally occurring ground hazards that may cause tripping, falls, or lameness.

Boarder understands and agrees that while Facility will take reasonable measures to provide safe fencing, adequate shelter, and proper care, the Facility cannot guarantee the prevention of illness, injury, escape, or death resulting from turnout or pasture boarding. By placing a horse in turnout or pasture care, Boarder expressly assumes all risks associated with such conditions and releases Facility, its Boarders, employees, and agents from liability for any injury, illness, or death of the horse, except in cases of gross negligence or willful misconduct by the Facility.

Boarder further acknowledges responsibility for ensuring that the horse is adequately socialized, up-to-date on vaccinations and deworming, and physically able to be maintained in a group or turnout environment. Should the horse exhibit behavior that endangers itself, other horses, or people, Facility reserves the right to remove the horse from turnout or pasture and place it in an alternative housing arrangement at Boarder's expense.

Facility retains discretion over pasture access, turnout times, and group compatibility.

Do you authorize your horse to be turned out in a pasture group setting? Yes \_\_\_\_\_ No \_\_\_\_\_

[Initial Here: \_\_\_\_\_]

## VIII. DANGEROUS PROPENSITIES

It is the Boarder's responsibility to disclose any behaviors the horse possesses. Horse exhibits the following behaviors:

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### Horse Relocation Policy

The Facility retains the right to relocate any horse, at its sole discretion, and without prior notice to the Boarder, when deemed necessary for the safety of the horse, other horses, individuals, or property. Reasons for relocation may include, but are not limited to:

- Kicking or biting
- Aggressive or dangerous behavior toward neighboring horses
- Rushing or harassing neighboring horses
- Causing or attempting to cause property damage

If the facility must make the decision to relocate the horse for safety reasons, the Boarder is responsible for any additional costs incurred from varied boarding rates.

## IX. SERVICES, CARE & HEALTH

- Boarder is responsible for veterinary, farrier, and other medical costs. **Prior to arrival**, all horses must be current on & provide proof of:
  - ✓ Vaccinations (Guidelines can be found at [www.vetmedbiosci.colostate.edu](http://www.vetmedbiosci.colostate.edu))
  - ✓ Deworming
  - ✓ Negative Coggins (1 Year)
  - ✓ Brand inspection paperwork
  - ✓ 15 day health certificate
- **Deworming:**
  - Horses must be dewormed 2 weeks prior to arrival
  - Facility will determine ongoing deworming schedule.
  - If Boarder provides their own wormer, it must be administered in sync with the rest of the herd, with proof provided.
- **Vaccination Clinics:**

The facility will periodically host **vaccine clinics** with local veterinarians.

  - Horses in training can be added to the vet list.
  - Boarders may use their **own vet or farrier**, but Facility will provide scheduled access to reliable care professionals.
  - Facility **holding horses** for vet, farrier, or other appointments will incur additional fees if the Boarder is not present.

## X. EMERGENCY CARE

- Facility will contact Boarder and trainer in the event of an emergency.

- If the Boarder cannot be reached, they may **authorize emergency treatment** from a vet/farrier on Boarder's behalf.
- All Boarder's must have a patient care form signed through Leclair Equine, in case of emergency.
- Facility (if boarded horse) is authorized to:
  - Administer basic care
  - Transport the horse
- Emergency care provided by Facility will be billed at **\$85/hour plus materials**. This does not include veterinarian or farrier fees. Boarder is responsible and agrees to pay all costs related to medical care of the above listed horse.
- It is Boarder's responsibility to disclose emergency care wishes and information above, in section 2: Horse Information. It is Boarder's responsibility to keep Facility updated on any changes to this information.
- Boarders must have a patient intake form on file with Leclair Equine who acts as Facility's emergency vet.
- **[Initial: \_\_\_\_\_]**

## XI. HORSE INSURANCE

- Boarder is strongly encouraged to maintain full mortality and major medical insurance on their horse. Facility and their constituents assume no liability for uninsured medical costs or replacement value of the horse.
- It is Boarder's responsibility to disclose insurance information above, in section 2: Horse Information. It is Boarder's responsibility to keep Facility updated on any changes to this information.

## XII. COMMUNICATION & HOURS

- Communication (calls, texts, emails, social messages) will be responded to Monday-Friday between **9:00am and 7:00pm**.
- Communication after business hours and on weekends will be regarding emergencies only.
- **Facility Hours:**
  - Monday 8:00 am – 7:00 pm
  - Tuesday 8:00 am – 7:00 pm
  - Wednesday 9:00 am – 7:00 pm
  - Thursday 8:00 am – 7:00 pm
  - Friday 8:00 am – 7:00 pm
  - Saturday 9:00 am – 7:00 pm
  - Sunday 10:00 am – 7:00 pm
  - **Trainers have the first right to riding spaces. Occasionally an arena or the round pen will be closed while a trainer is working.**

## XIII. FACILITY RULES & REGULATIONS

The undersigned Boarder acknowledges having received, read, and agreed to comply with all current and future Facility rules put forth the Lazy Sum B Bar Ranch Barn Rules Agreement while on the premises. These rules are subject to change with 30 days' notice, and the Boarder shall be bound by any such amendments.

Boarder is also responsible for ensuring that all of their associates, clients, guests, and family members follow these rules. Failure to comply may result in fines, suspension of facility use, or termination of boarding or facility use agreements, at the discretion of Facility.

I hereby acknowledge I have received, read, and agree to abide by all barn rules as stated in Appendix A.

**INITIAL:** \_\_\_\_\_

#### **XIV. HELMET POLICY**

- Any individual under the age of 18 must wear an ASTM/SEI approved, unexpired horseback riding helmet while riding.
- All individuals over the age of 18 are highly encouraged to wear an ASTM/SEI approved, unexpired horseback riding while riding.

INITIAL \_\_\_\_\_

#### **XV. GUEST CONDUCT AND LIABILITY**

Boarder is responsible for the behavior and safety of any guests they bring onto Facility property. Any damage or injury caused by guests is the responsibility of the Boarder. Facility is not liable for any guest incidents. All guests must sign a Liability Waiver upon arrival at the property. Facility may remove disruptive or unsafe individuals at any time.

#### **XVI. PERSONAL PROPERTY**

Facility is not liable for theft, damage, or injury to personal property (vehicles, tack, trailers, feed, etc.) on premises, regardless of cause.

- Tack and personal belongings must be stored in assigned spaces.
- All property needs to be labeled.

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#### **XVII. PROPERTY DAMAGE**

Boarder is responsible for any physical damage to Facility property caused by their horse.

- If repair requires a contractor: Boarder pays contractor's fee plus 10%.
- If performed by Facility: Boarder pays cost of materials plus 10% and labor at \$85/hour.

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#### **XVIII. NO PHOTOGRAPHS / RECORDING MEDIA**

Boarder agrees that no photographs, video recordings, or other media content may be taken on the premises of the Facility without prior written consent from Facility management.

Media content consists of but is not limited to:

- Horses not owned by client
- Facility buildings or land
- Staff or volunteers
- Training sessions may not be posted or shared without **written permission**.

Violation of this policy may result in **termination of this agreement** and permanent ban from facility. Boarder accepts financial responsibility for any resulting damages.

#### **XIX. FIRE AND EVACUATION**

##### **Monitoring & Notification**

- We will actively monitor official evacuation notices through **Larimer County Fire Watch** and other emergency services.
- Based on information received from these services we will make the decision to evacuate when deemed necessary.
- We will follow Lazy Sum B Bar Ranch's fire evacuation protocol.

## Evacuation Procedures

- Horses will be transported to **Larimer County Fair Grounds**.
- It is the responsibility of every horse Boarder to ensure their horse is **halter broke, trailer broke, and able to load safely**. Horses that cannot load present a serious risk to themselves and others during an evacuation.

## Contingency Plan

- In the event we are **unable to safely evacuate horses** due to road closures, fire movement, or other emergency circumstances, we will **release horses onto one of the pastures**. This is a last-resort measure to give them the best chance of survival.

## Boarder Acknowledgment

By boarding your horse at Lazy Sum B Bar Ranch, you acknowledge and accept the following:

- You understand that evacuation during wildfires involves inherent risks.
- You agree that your horse must be trained and prepared to load into a trailer.
- You release Lazy Sum B Bar Ranch, its Boarders, employees, and affiliates from liability for injury, loss, or death of horses arising from wildfire evacuation or emergency release.
- [Initial Here: \_\_\_\_\_]

## XX. ACCOUNTING & BILLING

Facility shall track services and expenses and bill Boarder monthly via email provided.

## XXI. TERM & TERMINATION

- 30 days **written notice via email** is required to terminate services.
- Facility may ask client to vacate the property **within 24 hours** at their discretion, for any reason. No refund will be issued.
  - Removal of tack and other personal items must be supervised by Facility.

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## XXII. RIGHT OF LIEN

Facility reserves the right to **retain possession of the horse** (lien) for unpaid balances.

- Under the Agistor's Lien Act, Colorado Revised Statutes section 38-20-201 et seq. Facility has the right of a lien against the horse(s) for the fees, expenses, and invoiced amounts set forth in this Boarding Agreement, and for all costs incurred in enforcing such lien, including attorney fees. Boarder gives Facility the right, without process of law, to retain said horse(s) until the indebtedness is paid in full. Under the Agistor's Lien Act, the horse(s) can be sold at public auction after the lien has been foreclosed and the sale proceeds applied to the unpaid lien.

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## XXIII. INDEMNITY

Boarder agrees to indemnify Facility against claims, damages, or losses arising from care and boarding of the horse.

## XVI. RELEASE OF LIABILITY

### NOTICE: THIS SECTION WAIVES IMPORTANT LEGAL RIGHTS

**All individuals, including guests, must sign a RELEASE OF LIABILITY, IDEMNIFICATION, AND HOLD HARMLESS AGREEMENT FOR PARTICIPANT IN EQUINE ACTIVITIES found in Appendix B prior to participating in equine activities.**

Boarder assumes all risks, including death, injury, or damage arising from horse activity.

[Initial: \_\_\_\_\_]

Boarder releases and holds harmless Facility, its agents and assigns, from liability for injuries or losses related to horse care and boarding.

[Initial: \_\_\_\_\_]

#### **XXIV. BINDING EFFECT**

This agreement binds the heirs, successors, and assigns of both parties.

#### **XXV. MEDIATION & ATTORNEY'S FEES**

Disputes shall be resolved through mediation. If legal action ensues, the breaching party pays attorney's fees and court costs.

#### **XXVI. GOVERNING LAW & AMENDMENTS**

This agreement is governed by the laws of Colorado. Amendments must be written and signed by both parties.

##### **Execution**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Boarder:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**FACILITY:**

***Board Sum B LLC*** at

Lazy Sum B Bar Ranch

520 South CR 31, Berthoud, CO 80513

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_