



11992 CR 78
Eaton, CO 80615
(605)569-1255

Equine Boarding Agreement

This Agreement is made effective on the ____ day of _____, 202_, by and between _____, hereinafter referred to as the Owner and A New Day Ranch Performance Horses, LLC hereinafter referred to as A New Day Ranch.

The parties agree as follows:

1. Term: The term of this agreement shall commence on _____, 202_, and terminate on _____, 202_, unless the parties agree in writing to continue the term of this agreement, in which case the new term shall be attached, signed and dated by both parties hereto, and these same terms and conditions shall apply thereto. Owner hereby employs A New Day Ranch, LLC (A New Day Ranch) and hereby accepts employment on the terms and conditions hereinafter stated to board a horse and conduct training and for all other boarding purposes.

NOTICE: UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERANT RISKS OF EQUINE ACTIVITIES PURSUANT TO 13-21-119 OF COLORADO REVISED STATUTES.

Initial that you have read and agree to the above statement _____

2. **Horse to be Boarded:** The parties hereby acknowledge that this agreement is made for the boarding program of a horse, described as follows:

Name: _____ DOB/Age: _____ Gender: _____
Color: _____ Breed: _____ Reg. #: _____
Markings/Tattoo: _____ Locations: _____
Name of Insurance Co (if Insured): _____
Address: _____
Phone: (____) _____ Policy #: _____
Veterinarian: _____
Vet Phone: (____) _____ Add'l Phone: (____) _____
Vet Address: _____
Farrier: _____
Farrier Phone: (____) _____ Add'l Phone: (____) _____
Farrier Address: _____

IT IS THE HORSE OWNER'S RESPONSIBILITY TO KEEP A NEW DAY RANCH CURRENT ON ALL ABOVE INFORMATION AND/OR CHANGES TO ABOVE INFORMATION.

Desired Housing Option:

___ Stall \$450.00
___ Paddock \$350.00
___ Group Pasture \$300.00

Immunization Dates no older than 6 mos. and no more recent than 10 days – Proof MUST be provided prior to delivery or 4-way and West Nile vaccinations will be administered upon arrival, horse will be quarantined for 21 days, and charges will be billed to Owner and fees for such are due and payable immediately upon receipt:

Distemper: _____ Tetanus: _____ Virus Flu: _____
West Nile: _____ Deworming: _____ Strangles: _____
Rabies: _____ Other: _____

3. Responsibilities of A New Day Ranch:

In consideration of the compensation hereinafter described, A New Day Ranch agrees to perform the following acts on behalf of Owner and the Owner's Horse described herein.

Boarding: Each horse will have a separate contract for boarding. During the time of boarding with A New Day Ranch, the following will apply:

- A New Day Ranch agrees to provide normal and reasonable care of horse during boarding in accordance with customary standards of care, custody and control and as agreed below.
- A New Day Ranch will supply a standard amount of quality hay of Owner's choice (this is roughly 2-3 flakes twice daily unless additional hay is agreed upon in writing). NOTE: Every horse is different in size and metabolism and the provided amount is the amount the average horse will require to maintain a healthy weight. However, this DOES NOT guarantee that your horse will be fat. If your horse should require additional feed to maintain a healthy condition, we can make additional arrangements at Owner's expense.
- Board fee allows for initial bedding and 1-2 bags per week of shavings. If additional shavings are required, they will be billed to Owner on the following month's board.
- All Grain or Supplements are to be provided by Owner and A New Day Ranch will drop grain twice daily with no additional drop fee. If horses require additional feedings or supplements, there will be an additional agreed upon fee depending upon the service rendered.
- Owner agrees to maintain horse's feet trimmed and worming at least every 90 days and submit proof of this care to the A New Day Ranch office. If notice is not received within timely manners, A New Day Ranch reserves the right to have a licensed veterinarian and/or farrier perform the above procedures at the Owner's expense.

- ❖ In the event medical treatment is needed, A New Day Ranch representatives will make every effort to contact the Owner with the information listed above. **It is the Owner's SOLE and exclusive responsibility to keep A New Day Ranch informed of all current contact information.** If Owner cannot be contacted with reasonable efforts, A New Day Ranch and its employees or agents thereby have the authority to obtain emergency veterinary and/or blacksmith care for this horse. Attempts will be first made to obtain the Owners preferred vet or farrier; however, A New Day Ranch reserves the right to obtain a vet or farrier of their choice in the event the Owner's choice cannot be reached in a timely fashion for the best interest of the horse(s). A New Day

Ranch is authorized as Owner's agent to arrange billing for such vet/farrier directly to the Owner. Owner is responsible to pay all costs relating to this care within 30 days of acquiring said expenses. In the event euthanasia is required/recommended by a licensed veterinarian, A New Day Ranch is authorized to carry out such act to prevent needless suffering of the horse, whether Owner can be contacted and Owner is hereby responsible for all resulting expenses to such veterinarian or farrier within 30 days of such occurrence. It is the responsibility of the Owner to supply all insurance information for this horse to A New Day Ranch office so that A New Day Ranch can make attempts to notify the insurance company directly, in case of emergency. The Owner gives A New Day Ranch and its employees the right to act as agent in the absence of the Owner for the insurance requirements of this horse in the occurrence of an emergency where Owner cannot be reached AND ATTENDING VETERINARIAN IS HELD COMPLETELY HARMLESS

Initials _____

4. Guests to the Facility:

- Outside trainers and lessons are strictly prohibited on A NEW DAY RANCH grounds. Vet or farrier, of Owner's choice, are allowed to conduct services provided such professional is insured and a copy of the liability policy along with a signed A NEW DAY RANCH LIABILITY RELEASE are on file in the A NEW DAY RANCH PH office.

Initials _____

- Guests are allowed to ride only with a signed copy of a liability release. Guests can ride **ONLY HORSES OWNED BY YOU!** Minor-aged guests must have a liability release signed by the legal guardian of the minor prior to interacting with any horses.
- Owner **MUST** be present when others are riding or handling your horse, **OR** permission in writing **MUST** be submitted **PRIOR** to anyone being allowed to ride your horse outside of your presence. No one will be allowed to knowingly handle your horse without prior written permission on file, so please do not send friends out to ride/handle/feed your horse without making proper prior arrangements with A NEW DAY RANCH. Initials _____

5. Payment:

- Owner agrees to pay the Board fee of \$_____00_ per month. All rates shall be prorated daily for partial months and all charges are based on a thirty-day month. Such Board Fees are to be paid by Owner to A NEW DAY RANCH on or before the first (1st) of every month in advance of the service being provided by A NEW DAY RANCH. If during the month, additional fees for vet, farrier, or A NEW DAY RANCH services are incurred, the horse Owner will pay these fees on the 1st day of the month following the month in which such services are rendered. Payments made on or after the fifth (5th) of the month without prior arrangement in writing by an A NEW DAY RANCH representative, will have late fees associated as follows:
 - i. The first occurrence of payment made beyond the 5th will be charged a \$35 late fee per horse and an additional \$5.00 per day until paid.
 - ii. The second occurrence in a twelve-month period, a \$35 fee in addition to 10% of the board per horse will be charged.
 - iii. The third occurrence will require payment of the above terms a & b, and the additional requirement of one month's board per horse. **PLEASE PAY YOUR BOARD ON TIME BEFORE THE FIRST OF EACH MONTH.**
 - iv. In addition, A NEW DAY RANCH will charge a \$30.00 fee on all returned checks. Two returned checks in a twelve (12) month period would result in the requirement of fees paid by cash or money order for the next twelve consecutive months.

Initials _____

6. Payment Incentives:

Most of our purchases are done in bulk fashion and require bulk payments for which we sometimes receive a discount. It therefore benefits us when we can generate bulk income to pay for these supplies. For those clients who help us generate these “bulk funds” we offer incentives which in turn can benefit the client.

NOTE: Because these funds are used to generate income for Bulk purchases, the funds are usually dispersed for these purchases right away and there are therefore NO REFUNDS for advance payment of any kind, for any reason, whether notice is given or not.

Initials

- i. Option 1: Payment before the 20th of each month is a 5% discount and no deposit is required (for any month payment is not received by the 20th a deposit of ½ months is required as security deposit)**
- ii. Option 2: Payment of any two consecutive months receives a 10 % discount on both months.**
- iii. Option 3: Payment of three months in advance receives the 4th month at 50% off. (This is a savings of nearly \$200)**
- iv. Option 4: Payment of 6 months in advance receives a FULL MONTH FREE!**

If no option is selected, then regular board payment is due no later than the 1st of each month and a deposit is required of ½ month’s rent at time Agreement is signed.

7. Related services:

- **Additional services, as requested by Owner and performed by A NEW DAY RANCH, such as transportation of the Horse etc., shall be done in accordance with the nature and scope of the terms of the terms of this Agreement, and the Owner will pay for these services in accordance with the current A NEW DAY RANCH Schedule of Fees. Additional fees may be incurred for items including, but not limited to, inoculations and medicines, Coggins testing, feed supplements, veterinary and farrier work.**

- ❖ **NO HORSE IS ALLOWED TO LEAVE THE A NEW DAY RANCH FACILITY UNTIL ALL FEES ASSOCIATED WITH THE HORSE ARE PAID IN FULL. OWNER AGREES THAT NO HORSE WILL BE RELEASED FROM THE FACILITY AND THE POSSESSION OF A NEW DAY RANCH UNTIL ALL FEES ARE PAID IN FULL. OWNER AGREES THAT ANY UNPAID BALANCES BEYOND 15 DAYS AUTOMATICALLY, AND WITHOUT FURTHER NOTICE FROM A NEW DAY RANCH, FORM A LEIN ON THE ABOVE HORSE, AND THIS HORSE MAY BE SOLD WITH NO FURTHER NOTICE TO OWNER TO RECOVER THESE FEES. IF FEES ARE MORE THAN 5 DAYS PAST DUE, OWNER GIVES PERMISSION FOR A NEW DAY RANCH TO “SECURE” THIS HORSE IN A SAFE MANNER UNTIL FEES ARE PAID, OR HORSE IS SOLD, TO PREVENT HORSE FROM BEING REMOVED FROM FACILITY UNTIL ALL FEES DUE ARE PAID IN FULL. UNTIL OWNER OF HORSE PAYS SUCH FEES IN FULL, TO SATISFY ABOVE LIEN, OWNER AGREES TO ALLOW A NEW DAY RANCH TO DENY ACCESS TO THIS HORSE AND TO HOLD A NEW**

❖ **NOTE: FAILURE TO SIGN ABOVE STATEMENT REQUIRES AN ADDITIONAL DEPOSIT IN EQUIVILENT TO ONE FULL MONTH OF BOARD FEES TO BE PAID AT TIME OF DELIVERY TO A NEW DAY RANCH FOR ABOVE HORSE.**

Deposit: – A Deposit of ½ month’s board is required to board at our facility. This deposit will be waived if Owner agrees pay board by the 20th of the month prior to board being due (or a date ten days earlier than due date) or participates in any of the incentives mentioned earlier. Any fees paid late, or any dishonored checks will result in a deposit being required to continue boarding at this facility.

DEPOSIT PAID \$ _____ Initials _____

- Insurance/Risk of Loss/Indemnification: Owner agrees to hold A NEW DAY RANCH and its agents, employees, trainers, and Owners harmless from any claims of injury to property, individuals, horses and third parties resulting from services rendered for the Horse on behalf of Owner. A NEW DAY RANCH shall not be liable for any sickness, disease, theft, stray, death, or injury that may be suffered by the Horse in A NEW DAY RANCH’s custody, nor for any other loss, damages, or injury arising out of, or connected with the services performed by A NEW DAY RANCH at Owner’s request. Owner acknowledges that mortality, and/or insurances relating to a loss of the Horse in any way, are solely the Owner’s responsibility. Initials _____
- Damages: Owner is responsible for any damages caused by their horse to the A NEW DAY RANCH facility including but not limited to -fencing, stalls, shelters, doors, walls, tie rails, grounds and landscaping, farm equipment, tools, vehicles, trailers, auto-waters, electrical, hosing, other horses, riders etc. Owner is responsible for any damage caused by their horse from chewing wood, cribbing, kicking, pawing, biting etc. A NEW DAY RANCH will have the damage repaired and Owner agrees to pay the repairs within 30 days from date of such receipt. Initials _____
- Default: Upon material breach of this agreement by one party, the other party may have the option to terminate. Upon breach of this agreement A NEW DAY RANCH reserves the right to have said horse removed from property in a timely matter at the Owner’s expense. Owner shall be responsible to pay A NEW DAY RANCH any reasonable costs incurred in removing such horse and such costs shall be due and payable to A NEW DAY RANCH by Owner hereunder. On any breach, the other party shall have the right to recover expenses and costs within the parameters below in paragraph 11.
- Termination/Right of Lien: This Contract may be terminated by mutual agreement of the Parties or either party may terminate this contract by giving 30 days-notice. If Owner gives less than 30 days-notice of vacating the A NEW DAY RANCH premises, the Owner hereby forfeits any advance fees and/or any deposits paid for services or securities. The laws of the State of Colorado shall govern this agreement. Any legal action must be brought in the county of which this agreement is signed. The Owner hereby agrees to Mediation and

Arbitration and will pay all fees legally, or otherwise necessary, to defend against, or to recover any fees due in the above provided services and relating to this transaction.

_____(Initials) I have read and received a copy of the Rules and Regulations of A NEW DAY RANCH Performance Horses

_____(Initials) I have read/signed the Participants Release and Hold Harmless Agreement

I _____ (Owner) and my minor (s), (if applicable) do acknowledge that I have read the foregoing agreement and agree to and will abide by all the rules and regulations set forth within.

Facility Representative:

(Signature)

A New Day Ranch
11992 CR 78
Eaton, Co 80615
(605)569-1255

anewdayranchllc@gmail.com
www.anewdayranchllc.com/

Horse Owner:

(Signature)

Name:

Address:

Phone:

Alt #:

Email:
