



49493 County Road 37 | Nunn, CO 80648 | 970-672-6565

BOARDING AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING K BAR K DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR BOARDED HORSE(S).

THIS AGREEMENT, dated the ____ day of _____, 20____, made between K BAR K LIVESTOCK SERVICES, LLC with its principal business located at 49493 County Road 37, Nunn, CO, hereinafter collectively called "K Bar K"; and

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-mail: _____ hereinafter called "OWNER".

1. FEES, TERM & LOCATION. In consideration of the first months board which is due on the first month/week at the rate of: A. \$ _____ per horse(s) per month paid by OWNER in advance agrees to board the herein described horse(s) at K Bar K located at 49493 County Road 37, Nunn, CO 80648 (the "Property") commencing on _____, monthly board shall be due on the 1st of each month. Cost of transport from horse(s) current location to K BAR K is \$ _____. OWNER agrees to pay a transport fee of \$2.50 per mile, with a minimum charge of \$100 per round trip for any future transport. OWNER agrees to pay all additional charges set forth in this Agreement upon demand. Late fees will be enforced for any delinquent charges. The board is due on the 1st of each month. You will be charged a Late Fee of \$25.00 per horse(s) after the 5th. Any board unpaid at 30 days will be charged another Late Fee of \$50.00 and will require payment one month in advance for any further services rendered. There will be a \$30.00 fee for any returned checks. The K BAR K fee schedule may change at any time. Should such change be required, K BAR K shall give OWNER no less than 30 days written notice. K BAR K must reserve this right given the changing costs of running a Boarding Facility, including but not limited to the cost of hay, electricity, water, labor, and the like. On signing this Agreement, OWNER will pay to K BAR K the sum of \$ _____ as a security deposit for each horse(s). OWNER may not, without K BAR K prior written consent, apply this security deposit to the last month's board or to any other sum due under this Agreement. Within 30 days after OWNER has vacated the premises, returned any K Bar K tack or property and provided K BAR K with a current address, K BAR K will return the deposit in full or give OWNER an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by K BAR K, along with a check for any deposit balance. The OWNER is not entitled to any interest on the security 2 deposit for the time period during which it is held by the K BAR K. The term of this Agreement shall begin on _____ 20____ and continue on a month-to-month basis until terminated in accordance with the provision of this Agreement. The OWNER has seen and accepted the property "as is" and is satisfied with the conditions of said property and any insurance on their horse(s) is the OWNER'S responsibility to purchase from an appropriate company of their choosing. The OWNER also acknowledges and accepts the fact that a representative of the K BAR K is not on site at all times. K BAR K hours of operation are from 9 a.m. to 7 p.m. 7 days per week.

2. DESCRIPTION OF HORSE(S)

Horse #1

1) Name _____
2) Age _____ 3) Color _____ Sex _____
4) Breed _____
5) Vices: _____
6) Allergies: _____
7) Ailments/Injuries/Meds and Treatment: _____

Horse #2

1) Name _____
2) Age _____ 3) Color _____ Sex _____
4) Breed _____
5) Vices: _____
6) Allergies: _____
7) Ailments/Injuries/Meds and Treatment: _____

Horse #3

1) Name _____
2) Age _____ 3) Color _____ Sex _____
4) Breed _____
5) Vices: _____
6) Allergies: _____
7) Ailments/Injuries/Meds and Treatment: _____

3. EMERGENCY CARE

K BAR K agrees to attempt to contact OWNER should the K BAR K feel that medical treatment is needed for said horse(s). In the event the OWNER is not available to make decisions about treatment, nor can the alternate person be reached, K BAR K has the authority to secure emergency veterinarian care and/or farrier care. K BAR K and its employees are hereby authorized as an agent for the OWNER to call the veterinarian and/or farrier.

Vet Name: _____ Office: _____

Vet Emergency Office Phone: _____ Cell Phone: _____

Farrier Name: _____ Phone: _____

Should he/she be unavailable, K BAR K and its employees are hereby authorized to call any other licensed veterinarian or farrier that can handle the call. OWNER is responsible for paying all costs relating to this care. K BAR K is authorized to act as OWNER'S agent and to arrange billing to the OWNER

In an extreme emergency situation where transportation to a veterinary office is advised immediately, and the bill can be in the thousands, and you as OWNER cannot be reached you wish the K BAR K to:

If a horse(s) needs to be transported to a veterinary office, OWNER is responsible for arranging and paying for transportation whether by K BAR K or another means. “

Limitations to Emergency Care

In the event of an emergency where I cannot be reached, I, the undersigned Horse(s) Owner would like to impose the following guidelines (limits, if any, to type and cost of care and emergency procedures)”:

Do everything possible to save the life of the horse(s), no matter what the cost or time involved.

___ Yes ___ No Comment: _____

Do everything possible to administer aid to the horse(s), e.g., broken leg, but immediate loss of life not eminent.

___ Yes ___ No Comment: _____

Leave the choice to the attending vet as to whether it is feasible to use drastic care measures or euthanize the horse(s).

___ Yes ___ No Comment: _____

Is there a dollar (\$) limit that you do not wish to exceed in emergency care? *e.g., the vet states that leg is broken and may be saved, or that the horse(s) has colic and may be saved by surgery at the farm or hospital, but the initial cost will be \$x,xxx and continued care cost is unknown.* Remember that even if there are complications during emergency care and costs exceed this amount, you are responsible as the Horse(s) Owner. Amount \$_____

Emergency Transport: If the horse(s) needs to be transported to a veterinary hospital, who do we contact to move the horse(s)?

Name: _____ Phone Number: _____

K BAR K is willing to transport at the rate listed in the transportation section. If K BAR K is your preferred transporter, please list an alternative in the event our trailers are in use.

Alternative Transport:

Name: _____ Phone Number: _____

K BAR K will attempt to follow the directions of OWNER regarding emergency care as set forth above and as may be directed at the time veterinary care becomes necessary; however, K BAR K and its owners, shareholders, employees, agents, leaders, instructors, contractors or volunteers shall not be liable for any damages resulting from its failure to do so.

Is horse(s) insured? ___ Yes ___ No

Is horse(s) insured for Colic Surgery? ___ Yes ___ No

Name of Insurer _____ Address _____

Agent Name/Phone No. _____

Other Pertinent Information _____

4. FEED & FACILITIES

K BAR K will feed 2-3 flakes of grass or alfalfa hay twice per day (more hay at owner's request will be an extra charge). K BAR K will supply water with the cost of board. The feeding of supplements, supplied by the OWNER, will carry no additional charge. There is no feeding of your own horse(s) at any time unless cleared by the K BAR K management (this does not include horse(s) cookies or treats). Any and all medications, under a veterinarian direction, to be given or applied to their horse(s) by K BAR K shall be charged for accordingly by the K BAR K management and be supplied by the OWNER with written instructions on where and how the OWNER wants the medication applied. The OWNER takes full responsibility for the liability of their horse(s) and the medication that is being given to said horse(s). Please make sure to label and update the feeding board in the grain/tack shed with the horse(s)'s correct feed / supplement instructions. K BAR K can provide non-veterinary doctoring (bandage changes, cold hosing etc.) for a fee of \$25 per hour or \$75 per week upon request.

5. TRAINING

K BAR K will allow certain trainers to provide training services for OWNER and OWNER'S designees as requested. Trainers are not employees of K BAR K but are independent contractors to OWNER and OWNER'S designees and will bill OWNER of such designees for such services as requested. Any third-party trainer must have their own professional liability policy in place as your policy may not cover any liability arising from their training or advice. Trainer must provide evidence of such insurance of which will be kept on file at the K BAR K. Otherwise the OWNER shall be solely responsible for the exercise of the animal(s). An outside trainer is required to pay a \$20 ring fee per hour or per horse(s) whichever is less. Training provided by K BAR K will be covered by a separate training contract.

6. RISK OF LOSS

During the time that the horse(s) is in custody of K BAR K, K BAR K shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse(s) or any other cause of action, whatsoever, arising

out of or being connected in any way with the boarding of said horse(s). This includes, but is not limited to, any personal injury or disability the horse(s) may receive while on K BAR K premises. The OWNER fully understands that K BAR K does not carry any insurance on any horse(s)s not owed by it. K BAR K carries no insurance for OWNER'S horse(s) for coverage under any public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse(s) is in the possession on the premises of

K BAR K, are to be borne by the OWNER. OWNER is hereby warned that while on K BAR K premises, direct loss, damage, theft, or injury to OWNER'S horse(s), tack, equipment and trailer are not covered by K BAR K insurance. The actual OWNER, having financial interest in such items, must carry his or her own personal property insurance under a homeowner's, tenants or other insurance policy, or under a separate policy as in the case of the loss of a horse(s).

7. HOLD HARMLESS

In consideration of K BAR K undertaking the board and relating services under the terms set forth herein, OWNER agrees to hold K BAR K and its owners, shareholders, officers, associates, assigns and agents, harmless from any claim resulting from damage or injury caused by said horse(s) or incurred while on the Property to anyone and agrees to pay any legal fees, and/or expenses incurred by K BAR K in defense of such claims. OWNER and all other persons who may ride or handle the boarded horse(s) while at K BAR K shall sign a liability waiver. If any such persons are minor children, the minor child's parent or guardian shall sign the liability waiver.

8. RISK OF LOSS-INSURANCE

OWNER acknowledges that there could be a risk of injury, damages, or loss of life to said horse(s) by keeping said horse(s) boarded. OWNER expressly assumes such risk and waive(s) any claim he or she might state against K BAR K as a result of injury incurred in boarding said horse(s) at K BAR K. OWNER also acknowledges that his or her property, including but not limited to the vehicle, horse(s) trailer, tack and any other property, may be at risk of damage when located in the pasture area of K BAR K. OWNER expressly assumes such risk and waive(s) any claim he or she might state against K BAR K as a result of such property being located in the pasture area. The undersigned(s) further agree(s) to hold K BAR K harmless for physical injury to others, property damage, or loss of life, which result from the undersigned's horse(s). It is agreed that during the term of this agreement the risk of said horse(s) shall be assumed by OWNER, and in the event of loss or injury of the horse(s), OWNER agrees to hold K BAR K harmless from any loss or injury to said horse(s) or humans. It is specifically understood that K BAR K is not providing any type of insurance for the horse(s) or OWNER. OWNER further agrees to reimburse and pay for any property owned by K BAR K or other boarders which is damaged by OWNER or OWNER'S horse(s). If the horse(s) becomes excessively destructive or K BAR K is unable to handle the horse(s) because of behavioral problems and such inability to handle such horse(s) causes a risk to the horse(s) or to K BAR K and/or any employee, agent, leader, instructor, contractor or volunteer, K BAR K may terminate this Agreement and OWNER must remove the horse(s) from the property within ten (10) days of written notice of such termination pursuant to said conditions.

9. OWNERSHIP AND VACCINATIONS UPON ENTRY ONTO PREMISES and ONGOING VACCINATIONS AND DE-WORMING

OWNER warrants that he/she owns said horse(s). Horse(s) shall be free from infectious, contagious or transmittable disease. Required: worming, immunization record, negative Coggins. K BAR K may schedule a "clinic" with their primary veterinarian at which time OWNER will have the option to obtain necessary de-worming, vaccinations, oral hygiene, genital hygiene, or what the veterinarian recommends for that time of year. OWNERS opting for services during the clinic may attend in person or pay K BAR K a handling fee of \$25 per hour to assist the vet and farrier with their horse(s) during the clinic. K BAR K recommends OWNER to follow a de-worming schedule according to the type of de-wormer the OWNER is using and for horse(s) to have vaccinations in the spring and fall of each year. K BAR K will have schedules made for each horse(s) to ensure that nothing is behind or gone without. OWNER agrees to provide proof of such de-worming and vaccinations upon request of K BAR K, if they are not obtained through K BAR K "clinic". K BAR K reserves the right to refuse any horse(s) if not in proper health upon arrival. K BAR K reserves the right to notify Owner within 7 days of horse(s)'s arrival if horse(s) is in K BAR K's opinion, is deemed dangerous, sick or undesirable for boarding at K BAR K. In such case, owner is responsible for removing horse(s) within seven (7) days and for all fees incurred during horse(s)'s stay. OWNER shall remain responsible for all fees incurred while horse(s) is at K BAR K.

10. RIGHT OF LIEN

The OWNER is put on notice that K BAR K has a right of lien, as set forth in the law of the State of Colorado, including without limitation C.R.S. § 38-20-101 et seq., for the amount due for the board and keep of such horse(s), and also for such storage and shall have the right, without process of law, to retain the said horse(s) and all of OWNER'S equipment until the amount of such indebtedness is discharged. Furthermore, OWNER hereby grants a possessory lien against the boarded horse(s) to K BAR K for the value of all unpaid charges resulting from boarding, late fees and rendering any other services to horse(s). Should such charges go unpaid, K BAR K shall be entitled to exercise the right to enforce said lien according to the laws of Colorado. K BAR K may file this agreement with the county clerk and recorder as provided in C.R.S. §38-20-103.

11. K BAR K'S RIGHT TO REFUSE BOARD

The K BAR K reserves the right to refuse the continuation of board of any horse(s), in its sole and absolute discretion, for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which K BAR K is not equipped to handle; OWNER'S refusal to obey K BAR K rules or to cooperate with K BAR K on reasonable requests relative to the management, welfare and safety of animals and people on premises; and, also in event of the discontinuation of the business of boarding horse(s)s. In such event K BAR K shall give OWNER ten (10) days written notice to remove boarded horse(s) from premises. OWNER shall remain responsible for all fees incurred while horse(s) is at K BAR K. Failure to pay boarding fees or other charges as due shall also entitle K BAR K to immediately terminate this Agreement, and to keep the animal in SHR'S possession until all fees and charges are paid in full.

12. VISITOR PERMISSION TO HANDLE HORSE(S)No person other than OWNER may call for, or seek possession of, the boarded horse(s) at K BAR K, unless such parties shall have written permission to remove, handle, or ride specific boarded horse(s).

13. AGREEMENT SCOPE AND GOVERNING LAW

This Agreement shall be legally binding upon K BAR K and OWNER and OWNER'S parents and/or legal guardians, should OWNER be a minor, when signed by both parties. This Agreement is entered into the State of Colorado and will be interpreted and enforced under the laws of this state. If any clause, phrase or word is in conflict with State Law then that single part is null and void, and the remainder of the Agreement shall continue in full force and effect. Any action brought to enforce the terms of this Agreement or otherwise concerning boarding pursuant to this Agreement shall be brought in a court of competent jurisdiction in La Plata County, Colorado.

14. DEFAULT

Either party may terminate this agreement for failure of the other party to meet any material terms of this agreement. In the case of any default by one party, the other party shall have the right to recover attorney's fees and court costs incurred as a result of said default, whether or not any legal action is filed on the basis of such default.

15. ASSIGNMENT

This Agreement cannot be assigned by the OWNER without the express written consent of K BAR K. The Agreement shall be assigned to any successor-in-interest to K BAR K upon sale, assignment, conveyance, or other transfer of the Property.

16. TERMINATION

This Agreement is a month-to-month tenancy and either party may terminate this Agreement for any reason by giving the other party 30 days written notice thereof. Texts and/or emails are considered 7 written notice.

17. RULES

OWNER may from time to time post reasonable rules in connection with the operation of its facilities. Such rules shall become a part of this Agreement and any failure to observe them on the part of OWNER or OWNER'S designees, as determined in K BAR K's sole discretion, shall constitute a default under this Agreement.

THIS AGREEMENT IS SUBJECT to the laws of the State of Colorado.

Executed this _____ day of _____, 2025.

“The K BAR K”

“OWNER”

By:

Address: _____

Of K Bar K Livestock Services

Phone: _____

49493 County Road 37

E-mail: _____

Nunn, CO 801648

970-672-6565

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 section 13-21-119, Colorado Revised Statute.

Further, all persons designated as OWNER in this Agreement on behalf of themselves and their representatives, heirs and assigns, hereby release, waive, discharge and agree not to sue K BAR K, its officers, directors, shareholders, employees, agents, contractors, farriers, veterinarians and trainers and their successors and assigns with respect to any loss or damages, injuries or death to Owner and the horse(s) utilized by them or to any other property of theirs, whether caused by the acts of any such persons or otherwise. This release specifically covers, but is not limited to, inherent risks of an equine activity which means a danger or condition that is an integral part of an equine activity including, but not limited to, any of the following:

- a. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- b. The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- c. Hazards, including, but not limited to, surface or subsurface conditions;
- d. A collision with another equine, another animal, a person, or an object.
- e. the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

The term “equine activity” is defined to include, among other things, the activities you engage in at K BAR K with respect to the riding and boarding of horse(s) and the term “equine activity participant” includes you identified as “Owner” and other riders and boarders in that regard. Owner, on behalf of himself and his designees, and their respective representatives, heirs and assigns, hereby releases, 8 waives, discharges and agrees not to sue Farm, its officers, directors, shareholders, employees, agents and contractors and their successors and assigns with respect to any liability or claim made by any person with respect to the loss, sickness, disease, estray, theft, injury or death of the horse(s), whether caused by the negligence of Farm or otherwise. Owner also similarly and to the same extent, releases such persons named above from any claims or demands with respect to any first aid, treatment or other services rendered to Owner or Owner's designee or the horse(s) utilized by Owner or Owner's designee in connection with the services contemplated by this Agreement