



## **BOARDING AND CARE AGREEMENT**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ made by and between \_\_\_\_\_ (“CLIENT”), and Longacre Equine, LLC (“LE”), for doing business at 2101 County Rd 245 New Castle, CO 81647 (Triangle T Arena). These parties warrant that they have the right to enter into this AGREEMENT. Please note that LE has a separate mailing address, 810 Minter Ave, Glenwood Springs CO 81601.

### **Fees, Term, and Location**

Fees, Term, and Location are in consideration of \$ \_\_\_\_\_ per horse, per month paid by CLIENT in advance upon signed completion of this contract (a separate invoice will be provided), LE agrees to care for the herein described Horses(s) at 2101 County Rd 245 New Castle, CO 81647 (Triangle T Arena) on a month to month basis commencing on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Partial months care shall be paid on a pro-rated basis based on the numbers of days boarded and cared for in a standard 30 day month. Payment is due on the 1<sup>st</sup> of each month, via credit card (which includes a 3% service fee), cash, or check. Payment is due by the 7<sup>th</sup> of each month and late by the 8<sup>th</sup> of each month. A \$50 late fee will be accessed on the 8<sup>th</sup> of each month if board is unpaid.

### **Longacre Equine Board and Care Options**

CLIENT agrees to pay LE each month in exchange for the following services and amenities:

Services and amenities to be included in Board and Care (Please check all that apply):

- Rehabilitation/Post-Surgery Board-** \$1500/mo
- Wet Mare Board-** \$1500/mo
- Training-** \$1350/mo
- Blanketing addition** (\$85/mo for inside horses, \$100/mo for outside horses)
- Grain prep and graining by staff** (included in rehab and wet mare board-Client provides grain)
- HandWalking- \$50/per hour (can split into 15 min increments for Rehab horses)**
- Hotwalker addition-** LE hot walk your horse for 15 min-1 hour, 2x/week or 3x/week (Horse must already know how to hot walk to tied hot walker).
  - 2x/week (\$150/mo)
  - 3x/week (\$225/mo)

## **Horse Health**

CLIENT'S Horse(s) shall be free from infectious, contagious, or transmittable diseases. Upon move in, a current negative Coggins test (up to one year), 30 day health certificate, and vaccination record will be required prior to the Horse(s) being brought onto the premises. LE reserves the right to notify the CLIENT at any time if the Horse(s) are, in LE's sole opinion and discretion, deemed dangerous, sick, or undesirable for boarding on the property. In such case, this Agreement shall be terminated and the Client is responsible for removing the Horse(s) within ten (10) days of the date of the notice and for all fees incurred during the Horse(s)'s stay.

Client Initial \_\_\_\_\_

## **Authorization of Riders, Handlers, and Trainers**

CLIENT represents and warrants to LE that:

-The Horse(s) have no vicious or dangerous habits or propensities.

-CLIENT understands that handlers will be handling their Horse(s) either post-surgery, during rehabilitation, prior to foaling, post-foaling, or while in training during their overall care. This handling includes but is not limited to:

- Haltering, riding, groundwork, temping, cold hosing, bathing, grooming, clipping, saddling, stall cleaning, graining, watering, giving hay, hand walking, turn out, hot walking, giving medication orally, giving medication IM, giving medication IV, giving medication topically, caring for any wounds/stitches/staples, wound dressing and changes, applying standing wraps/pillow wraps/ice boots/leg sweats, belly band adjustments, blanketing, hauling, or ANY activities that include the overall aftercare or full care of the Horse(s) within any of LE's offered services or amenities.

-CLIENT understands that rehabilitation, post-surgery, mares in foal, and horses in training may be subject to interference or longer care if Horse re-injures/injures themselves, becomes stressed, colic's, or needs emergency hauling to the CLIENT's approved veterinarian for further care.

-CLIENT expressly acknowledges and agrees that LE has authority from the CLIENT to have CLIENTS Horse(s) examined and treated by a staff member, veterinarian, or equine professional at any time LE deems such an examination or treatment prudent for the welfare of the Horse(s). Any examination or treatment shall be in accordance with the provisions of the attached "Horse Intake Form," and shall be performed by CLIENT's vet when available or by a veterinarian of LE's choosing.

-In the event a veterinarian determines that it is medically necessary or in a Horse's best interest (due to a terminal or other life-threatening conditions) to euthanize a Horse and the CLIENT cannot be contacted within a reasonable time (the length of such reasonable time to be

determined by the veterinarian), CLIENT, by execution of this Agreement, hereby consents to LE providing any and all necessary authorization to a veterinarian to euthanize the Horse. CLIENT shall be responsible for removal of the Horse and any and all costs associated therewithin.

-CLIENT agrees and acknowledges that LE will have a farrier care for their horses feet (whether bare foot or fully shod) every 6-8 weeks (if Horse(s) are on the property for that amount of time) and will bill the CLIENT accordingly.

Client Initial \_\_\_\_\_

### **Hold Harmless, Limited Insurance, Indemnification, Release of Liability**

*The following paragraphs (A,B,C,D,E) below shall survive termination of this Agreement and shall be binding upon, and inure to the benefit of the parties' heirs, executors, administrators, representative, successors, and assigns.*

- A. CLIENT acknowledges that riding and handling horses is a hazardous activity, which can result in serious injury or death. CLIENT expressly assumes the risks associated with any and all activities around and on horses. CLIENT agrees to hold harmless LE, it's staff members, agents, managers, associates, members, insurers, affiliated organizations, owners of premises and trails, leasors, and assigns against any and all claims arising from damage, injury or death caused by any act or omission of CLIENT, of CLIENT'S Horse(s), or of CLIENT'S guests, agents, or family. Client agrees to defend and indemnify LE, it's staff members, agents, managers, associates, members, and assigns against any and all such claims, liabilities, damages, losses, costs and expenses (including attorney fees) arising out of or based upon any act of Client's Horse(s), any negligence or willful misconduct of CLIENT, or any breach by CLIENT of any representation or covenant contained in this Agreement.
- B. CLIENT acknowledges that CLIENT'S Horse(s) may injure itself or may be injured on the property, while being blanketed, un-blanketed, hot-walked, turned out, lead, ridden, handled during doctoring, handled during post-surgery care, during foaling or after, during training/riding/groundwork, in it's stall/paddock/field, or handled in ANY way. Such injuries are assumed by the CLIENT as a risk of ownership and the CLIENT waives any claim against LE, it's agents, staff members, or managers for any such damage or injury.
- C. CLIENT agrees to hold LE harmless if CLIENT'S Horse(s) should escape it's stall, field, or paddock. LE may, but need not attempt to recapture Horse(s) and LE assumes no liability for any damage or injury as a result of any such attempt.
- D. LE does not carry insurance covering Horse(s) or equipment by the CLIENT. LE shall not be liable for any loss, sickness, disease, theft, injury or death which may be suffered by the Horse(s) covered by this Agreement while Horse(s) are in LE's care, custody, and control OR being shipped to or from the care, custody, and control of LE or for any other cause or causes of action whatsoever arising out of or in any way connected with the boarding, care, and travel of the

Horse(s). It is the CLIENTS responsibility to carry full and complete insurance coverage on CLIENT, CLIENT's Horse(s), and all personal property.

- E. Assumption of Risk, Waiver, and Release of Liability Agreement accompanying this Boarding Agreement is incorporated herein by reference. All terms of assumption of risk, waiver, release, and indemnification apply to the Agreement as if fully set forth herein.

Client Initial \_\_\_\_\_

### **Lien and Default**

In the event CLIENT is delinquent in payment of any amounts owed to LE by thirty (30) days, LE shall be entitled to exert a lien against CLIENT'S Horse(s), personal property, and tack for all amounts due, and shall be entitle to enforce said lien in accordance with C.R.S 38-20-102 (Agistor's Lien Act). CLIENT shall not be permitted to remove their Horse(s), personal property, trailer, or tack from the LE premises unless and until the CLIENT has paid in full all charges due to LE. LE reserves the right to enforce its lien rights, including, but not limited to disposing of the Horse(s) for any and all unpaid charges at public or private sale after five (10) days written notice to CLIENT.

Client Initial \_\_\_\_\_

### **No Assignment and Agreement Modification**

The CLIENT may not assign this Agreement without the prior written consent of LE. This Agreement constitutes the sole and only agreement and supersedes any prior arrangements or agreements, oral, written, or implied between the parties. No modification may be made unless the same be made in writing and signed by both the CLIENT and LE.

Client Initial \_\_\_\_\_

### **WARNING**

**UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES, PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUES.**

Signature of Client: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Longacre Equine: \_\_\_\_\_

Date: \_\_\_\_\_



## REHABILITATION/POST-SURGERY/WET MARE/HORSE IN TRAINING INTAKE FORM

### Client Information

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email (required for invoicing): \_\_\_\_\_

### Horse Information:

*Upon move in, you are required to submit the following information to Longacre Equine:*

*Negative Coggins Test (must be redone yearly)*

*Current 30 Health Certificate*

*Proof of last De-worming (must be redone 2-4x/year)*

*Past vaccination Schedule (Must be redone bi-annually in spring and fall)*

*\*\*\*If any portion of this intake form does not pertain to your horse, please cross out or write N/A\*\*\**

Horse's Barn Name: \_\_\_\_\_

Registered Name (AQHA/APHA/OTHER): \_\_\_\_\_

Registration Number: \_\_\_\_\_

Age: \_\_\_\_\_ Color: \_\_\_\_\_

Sex: \_\_\_\_\_ Height: \_\_\_\_\_

Brands/Tatoos/Markings: \_\_\_\_\_

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**Horse Medical and Safety Information:**

Any Issues that your horse has that you're aware of (I.E. cribbing, tail chewing, aggression, biting, dangers leading or blanketing, doesn't get along with other horses, kicking, rearing, etc.):

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Has this horse ever had colic in the past? \_\_\_\_\_ Yes      \_\_\_\_\_ No

If Yes, what treatment or surgery was performed?

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Date colic surgery was performed: \_\_\_\_\_

Is this horse on any medication? \_\_\_\_\_ Yes      \_\_\_\_\_ No

If Yes, please list: \_\_\_\_\_

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Does this horse need any further care, beyond hay, water, stall cleaning, graining, basic medication administration, monitoring (I.E. hand walking, poultices, daily temping, colic monitoring/belly band adjustments, etc.)? \_\_\_\_\_

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Does this horse have any other chronic health problems (I.E. prone to ulcers, cushings, navicular disease, laminitis, neurological disorders, etc. )? \_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please list: \_\_\_\_\_

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Does this horse have any known allergies? \_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please list: \_\_\_\_\_

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If your horse is here post-surgery, what is the estimated recovery time that you anticipate your horse needing care? \_\_\_\_\_

If you horse is here for foaling, what is your mare's due date? \_\_\_\_\_

If your horse is here for training, how many months are you wanting your horse trained (we do NOT offer 30 days only)?

- N/A
- 60 days
- 90 days
- 120 days
- 150+ days

**Horse Contact Information:**

Do you have an agent, rider, or trainer whom cares for your horse(s)? \_\_\_\_\_Yes \_\_\_\_\_No

If Yes, name of: \_\_\_\_\_ Phone: \_\_\_\_\_

Is your trainer/agent/rider authorized to remove the horse from the property at any time for riding, training, trail riding, horse shows, vet appointments, etc.? \_\_\_\_\_Yes \_\_\_\_\_No

Primary Vet Clinic: \_\_\_\_\_ Phone: \_\_\_\_\_

Vet's Name: \_\_\_\_\_

Secondary Vet Clinic: \_\_\_\_\_ Phone: \_\_\_\_\_

Vet's Name: \_\_\_\_\_

**Horse Insurance Information:**

Does your horse have insurance? \_\_\_\_\_Yes \_\_\_\_\_No

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

Phone: \_\_\_\_\_ Policy #: \_\_\_\_\_

Is your horse a surgical candidate (past what they may already have had)? \_\_\_\_\_Yes \_\_\_\_\_No

What is the dollar amount beyond which you are unwilling to go in the emergency treatment of your horse? \$ \_\_\_\_\_

Do you have surgery coverage for your horse? \_\_\_\_\_Yes \_\_\_\_\_No

If Yes, at what level? \$ \_\_\_\_\_

Does your coverage require permission before surgery is done? \_\_\_\_\_Yes \_\_\_\_\_No

Do you authorize the Longacre Equine or a veterinarian to euthanize this horse in the event of a life threatening injury/illness if euthanization is recommended by a veterinarian? \_\_\_\_\_Yes \_\_\_\_\_No

Do you authorize Longacre Equine to make medical decisions for you if we are unable to get in touch with you or your agent? \_\_\_\_\_ Yes \_\_\_\_\_ No

FEEDING INSTRUCTIONS:

Hay: AM- \_\_\_\_\_

PM- \_\_\_\_\_

Grain:

AM- \_\_\_\_\_

PM- \_\_\_\_\_

SPECIAL CARE, DAILY MEDICATIONS OR HANDLING INSTRUCTIONS (if vet discharge instructions are provided, this does not need to be filled out): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_