

**Mountain Meadow Holistic Equestrian Center**  
**7497 N. Foothills Highway**  
**Boulder, Colorado 80302-9359**  
**Barn: (303) 449-6040      Cell: (303) 919-3946**

## **BOARDING CONTRACT**

This is a horse boarding contract between \_\_\_\_\_  
(owner) OR (owner's agent) herein referred to as Boarder, and Mountain Meadow Holistic  
Equestrian Center @ Joder Arabian Ranch, herein referred to as MMHEC.

On \_\_\_\_\_ Boarder will present the animal described below:  
date

### **Boarder Information:**

Boarder's Name: \_\_\_\_\_

Boarder's Address: \_\_\_\_\_

Phone (H): \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone (H): \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

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

Trailer make and model: \_\_\_\_\_ License #: \_\_\_\_\_

### **Horse Description:**

Horse's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_

Breed: \_\_\_\_\_ Color and Markings: \_\_\_\_\_

Date Foaled: \_\_\_\_\_ Registration Number (if applicable): \_\_\_\_\_

Value of Horse: \_\_\_\_\_ Insured: Y/N Company: \_\_\_\_\_

Previous location of the Horse: \_\_\_\_\_

### **Method of arrival:**

Owner: Y/N

Agent: Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Transport Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Revised February 21, 2007

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**Boarder Choice (check one):**

\_\_\_\_\_ **Boarding in Stalls:** MMHEC will provide the Boarder's horse with a box stall (minimum size 10' x 10'). MMHEC will clean the stall a minimum of five days per week and provide the bedding. Horses will be turned out into a designated pen with other horses for approximately six hours daily. Horses in stalls without runs must be turned out daily or must be exercised daily by owner unless the horse is injured. The turnout pen will be designated through discussion with MMHEC but will usually be Pen #1. Tack storage is not included in boarding fee. MMHEC will clean the turnout pen twice a month.

Boarding fee is \_\_\_\_\_ per month due on the first of the month.

\_\_\_\_\_ **Boarding in Individual Care Pens (ICPs):** MMHEC will provide the Boarder's horse with a three-sided shelter with run (Individual Care Pen or ICP). MMHEC will clean the ICP a minimum of five days per week. No bedding will be allowed. Horses will be turned out into a designated pen with other horses for approximately six hours daily. The turnout pen will usually be Pen #7. Tack storage is provided within the shelter at no extra charge. MMHEC will clean the turnout pen twice a month.

Boarding fee is \_\_\_\_\_ per month due on the first of the month.

\_\_\_\_\_ **Boarding in Pens 2, 3, 4, 5, or 6:** MMHEC will provide the Boarder's horse(s) with a "common" pen with shelter that will accommodate no more than six horses and include tack storage. Space for grain storage is provided at no extra charge. How many and which horses are boarded in these pens is at the sole discretion of MMHEC. MMHEC will clean the common pen twice a month.

Boarding fee is \_\_\_\_\_ per month due on the first of the month.

\_\_\_\_\_ **Boarding in Pen 8 or 9:** MMHEC will provide the Boarder's horse(s) with the pen. Space for grain storage is provided at no extra charge. Tack storage is not included in boarding fee. MMHEC will clean the pen twice a month.

Boarding fee is \_\_\_\_\_ per month due on the first of the month.

\_\_\_\_\_ **Boarding in Pens 10 or 11:** MMHEC will provide the Boarder's horse(s) with a "common" pen with shelter. How many and which horses are boarded in these pens is at the discretion of MMHEC. MMHEC will clean pens twice a month. Grain storage is available at no extra charge in the ranch grain room (near Pen 9). Tack storage is not included in boarding fee.

Boarding fee is \_\_\_\_\_ per month due on the first of the month.

\_\_\_\_\_ **Horse Trailer Storage Fee:**

MMHEC will provide the Boarder's trailer with a space below Pen 6 for a set fee. The owner must fill out a *Horse Trailer Description and Fire Evacuation Waiver*

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*Form* and agrees that the trailer may be used by another licensed driver, experienced in hauling a trailer, in case of a fire emergency evacuation of the horses at Mountain Meadow Holistic Equestrian Center @ Joder Arabian Ranch.

Trailer storage fee is **\$30.00** per month due on the first of the month.

**Special Equine Services** are available for your horse at an additional cost per service. Please refer to the SES Form attached to this contract.

**Total Boarder fees due and payable the first of each month are: \$ \_\_\_\_\_ .**

**General Horse Care Information:**

**Feeding Information:**

MMHEC will provide each horse with salt blocks, water, and approximately 20 pounds of hay daily. This feed is divided into two feedings per day. Horses in stalls or ICPs will be fed grain and supplements under the following conditions:

- MMHEC will provide up to six pounds of grain daily divided into two feedings.
- If Boarder provides supplements, MMHEC will only give them at morning and/or evening feeding.
- Boarder will measure and divide supplement(s) into zip lock bags for individual feedings. A supply of supplement bags may be kept in the mail box or receptacle on the stall or ICP.
- Boarder will not create any other storage for feed or supplements without the express permission of MMHEC.
- MMHEC reserves the right to lower or discontinue amounts of supplements if such amounts contribute to unmanageability of the horse after consultation with the Boarder.

**Horse Herd Policy:**

MMHEC management policy includes the use of mixed-gender herds. Horses may be in mixed herds for as much as 24 hours a day, 7 days a week. Horses in stalls or ICPs spend about six hours a day in a mixed-gender herd. While the number in the herd is smaller, horses in small pens may still be part of a mixed-gender herd.

MMHEC believes living in herds enhances the health and well-being of horses and contributes to their socialization process and is well worth any adverse outcomes. Boarder agrees that this is acceptable management policy and understands that horses in herds will, on occasion, injure one another and, on rare occasion, be injured seriously enough to require euthanization of the animal. Boarder understands and accepts the risks related to herd living.

**Animal Health and Protection:**

For the protection of all boarded animals, each Boarder, including the undersigned, must have a health certificate (not more than two (2) weeks old) from a licensed veterinarian upon presenting the horse for boarding. In addition, each horse must have a negative Coggins Test and have Encephalitis and Tetanus vaccinations within the twelve (12) months preceding the horse's arrival at MMHEC. Worming must have been done within thirty (30) days preceding the horse's

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arrival. To protect all boarded animals, no horses with a positive Coggins Test or any other known health failure or disease that is transmittable will be permitted to board at MMHEC.

All boarders must continue any necessary efforts to ensure that their animal(s) are continuously free of contagious, infectious or otherwise communicable diseases. Boarder shall immediately notify MMHEC if his/her horse(s) acquires such an illness or disease. **In addition, all boarded animals are required to receive an annual Encephalitis, Tetanus and West Nile vaccination after March and before July, and deworming at least four times a year: February, May, August and November unless the horse is receiving daily wormer.** These health standards were established after consulting with MMHEC's veterinarians. If written notification is not provided according to MMHEC horse care policy, MMHEC will arrange for a licensed veterinarian to give Boarder's horse(s) these vaccinations and/or deworm the horse and Boarder will be charged, and agrees to pay, an amount equal to three times the veterinarian's fees.

MMHEC reserves the right to temporarily relocate the Boarder's horse(s) in an emergency or whenever MMHEC deems it necessary for safety or for maintenance of the boarding facilities.

MMHEC will view each horse daily during feeding for illness or injury. In case of illness or injury, MMHEC will contact the Boarder. The Boarder's designated veterinarian will also be called at the discretion of MMHEC. The Boarder or his/her agent will be responsible for all veterinary care and bills. This contract represents permission from the Boarder to the Boarder's designated veterinarian or, if unavailable, to a licensed veterinarian selected by MMHEC to carry out any emergency procedures deemed necessary by the veterinarian with or without the presence of the boarder or his/her agent.

**Permanent Travel Brand Card:**

All horses boarded at MMHEC are required to have a **PERMANENT TRAVEL BRAND CARD**. This may be obtained by contacting the State Board of Stock Inspection at 303-294-0895 to locate your local inspector. A copy of the permanent brand card (both sides) must be included with this contract.

**Horse Trailer Parking:**

Boarder is permitted to park one horse trailer up to \_\_\_\_\_ feet in length at MMHEC, at no charge, in the designated trailer parking area below Pen 6. If space is available, Boarder may park a second trailer for a monthly fee of \$25. If boarder does not pay the monthly fee for a period of sixty (60) days, or leaves a trailer(s) at MMHEC after terminating this contract, either by arrangement with management or by default, then MMHEC may place a lien on the trailer(s) to secure payment of any fees due under this contract.

**Helmet Policy:** MMHEC requires ANYONE, when mounted on a horse, taking instruction and/or jumping to wear an ASTM/SEI-approved helmet.

**Boarder Privileges and Responsibilities:**

The Boarder agrees to exercise due care in using the facilities of MMHEC, to abide by the policies, procedures and codes of conduct of MMHEC, as amended from time to time, and to become familiar with maps of Joder Arabian Ranch. These materials and a ranch directory will be provided to the Boarder by MMHEC.

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The boarded horse(s) may be ridden in designated areas only. Arena rules apply when using them. Boarder may use the common areas and lounge, tacking areas, cross-country course and arenas.

Without the prior, written consent of MMHEC, which may be withheld in the sole discretion of MMHEC, Boarder may not invite outside or “guest” instructors to train horses or give lessons on the ranch; Boarder may not hold clinics and other events at MMHEC; and Boarder may not conduct any commercial activity at MMHEC.

Boarder may invite family members, friends and pets onto the premises. Boarder is responsible for the proper conduct of these people and animals and is fully responsible for damage or loss caused by these parties. Please refer to MMHEC’s “Dog Policy” for details. If the Boarder’s family members or friends ride at MMHEC, the Boarder is responsible for having each person sign MMHEC’s Equine Liability Release and Riding Agreement.

Boarder acknowledges that he/she has inspected the boarding facilities and surrounding premises of MMHEC and is satisfied that they are adequate for safe boarding of his/her horse(s) and are reasonably free of man-made hazards other than those arising out of the required fencing, gates, feed bunks, watering devices and any other structures necessary for the care of the animals. Boarder agrees to immediately notify MMHEC of the necessity of repairs to boarding facilities or of any dangerous conditions in or around the premises requiring attention. Boarder agrees that MMHEC has made no warranties or representations, and that there are no express or implied warranties regarding the present or future condition, suitability, or fitness of the facilities or the premises of MMHEC or under its control.

The Boarder is responsible for the mental and physical well-being of his/her horse(s). Boarder is responsible for any injury or loss to his/her animal(s) by fire, theft, escape or natural phenomenon.

Boarder agrees not to “warehouse” a horse at MMHEC’s facilities, and agrees to visit the animal(s) several times a week or see that such visitation occurs for the purpose of grooming, extra feeding or “hands on” work.

**Payment of Fees and Bill of Sale:**

The Boarder agrees to pay all boarding fees and fees arising from use of other services or facilities, on or before the first of each month. A five-day grace period may be allowed, upon request, by MMHEC in hardship cases.

This contract shall continue in effect from month to month subject to termination on thirty (30) days’ prior written notice by either party. MMHEC may modify the terms of this contract, including increasing the fees charged, by forty-five (45) days’ prior written notice to the Boarder.

- If the boarding fee becomes delinquent, there will be an assessment of a late payment fee of 5% when payments are received after the 5<sup>th</sup> of each month and a charge of 18.5% APR interest on any unpaid balances.

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Boarder agrees to reimburse MMHEC for any and all costs and expenses (including attorney's fees) incurred by MMHEC in connection with enforcing any of the rights of MMHEC pursuant to this contract. By signing this contract, the Boarder acknowledges and understands that MMHEC shall have a lien on the horse(s), the trailer, tack, and any other personal property of the Boarder for money that may become due under this contract. Boarder will not remove said horse(s), trailer, OR tack prior to payment in full on all amounts due or claimed to be due.

IF ALL FEES ARE NOT PAID WITHIN THIRTY (30) DAYS OF ORIGINAL DELINQUENCY, IT IS UNDERSTOOD BY THE PARTIES TO THIS CONTRACT THAT PURSUANT TO COLORADO LAW, MMHEC HAS A LIEN ON SAID HORSE(S) TO SECURE PAYMENT FOR SERVICES. MMHEC MAY IMMEDIATELY TERMINATE THIS AGREEMENT UPON OCCURRENCE OF DELINQUENCY IN PAYMENT BY OWNER/AGENT. MMHEC MAY THEN EXERCISE ITS RIGHT TO TAKE LEGAL OWNERSHIP OF THE HEREIN DESCRIBED HORSE(S) IF THE DELINQUENCY IS NOT FULLY REMITTED WITHIN THIRTY (30) DAYS OF THE DATE DUE.

**Receipt of MMHEC Directory:**

By signing this contract, Boarder acknowledges receipt of a copy of the *MMHEC Directory*, which includes policies, procedures, codes of conduct and maps of the facility and trails. Boarder's signature indicates his/her agreement to make himself/herself familiar with, and to abide by, these policies, procedures and codes.

**Release of Liability:**

By signing this contract, the Boarder agrees to assume all risks and responsibilities of injury, death, or damage to Boarder and his/her family, guests, invitees, agents, and their property, including the horse(s), however caused and whether such injury, death, or damage arises in whole or in part from the negligence of MMHEC or its officers, directors, agents, or employees or of any other boarded horse while at MMHEC or any activities sponsored by MMHEC. Boarder will be responsible for any damages, liabilities, losses, claims, demands, causes of action, judgments, costs, penalties, and expenses, including reasonable attorneys' fees, arising from any breach or default by Boarder of this contract, or from any act of negligence or intentional behavior of Boarder or his/her family, guests, invitees, agents, or horse(s) at MMHEC or any activity sponsored by MMHEC. Boarder is responsible for having his/her guests and visitors sign MMHEC's Equine Liability Release and Riding Agreement. These Agreements are available in the filing cabinet next to the desk in the lounge.

Boarder, family, friends and guests understand(s) and accepts(s) the inherent risks in entering into this boarding contract. **WARNING: 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 Statutes.**

Executed on \_\_\_\_\_ (date) in Boulder County, Colorado for Mountain Meadow Holistic Equestrian Center:

Signature(s):

**Mountain Meadow Holistic Equestrian Center  
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Owner(s)/Owner's Agent of Horse(s):

Mountain Meadow Holistic Equestrian Center:

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Comments:

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**MOUNTAIN MEADOW HOLISTIC EQUESTRIAN CENTER  
SAFETY HELMET STATEMENT AND REQUIREMENT**

I, FOR MYSELF AND ON BELHALF OF MY CHILDREN OR LEGAL WARDS, HAVE BEEN ADVISED BY A STAFF MEMBER OF MOUNTAIN MEADOW HOLISTIC EQUESTRIAN CENTER TO WEAR AN ASTM/SEI-APPROVED SAFETY HELMET WHILE MOUNTING, RIDING AND DISMOUNTING MY HORSE(S), SO AS TO PREVENT OR MINIMIZE HORSE-RELATED HEAD INJURIES. BY SIGNING BELOW, I HEREBY AGREE TO WEAR A SAFETY HELMET.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_  
(Staff Member)

**MMHEC POLICY: MMHEC requires ANYONE, when mounted on a horse, taking instruction and/or jumping to wear an ASTM/SEI-approved helmet.**

**SUMMARY OF ITEMS NEEDED BEFORE BOARDING AT MMHEC:**

- Health certificate not more than two weeks old
- Negative Coggins Test, dated within the past twelve months
- Encephalitis, Tetanus and West Nile vaccinations within the past year
- Worming within the last thirty days
- Permanent Brand Card—(copy of both sides) – those horses who come from outside of Colorado have 45 days to contact the Brand Inspector and obtain a brand card.
- Completed and signed *Boarding Contract*
- Completed and signed *Boarder and Horse Information Sheet(s)*
- Completed and signed *Helmet Safety Statement*
- Signed Acknowledgement of *Receipt of MMHEC Directory*—(includes policies, procedures and codes of conduct of MMHEC and maps of the facility and trails)
- Completed and signed *Fire Safety Plan*
- Completed and signed *Vet Permission and Living Will*
- Completed and signed *Equine Liability Release and Riding Agreement*
- Copy of both sides of *Medical Insurance Card*
- First month's boarding fee

**SUMMARY OF ITEMS NEEDED ON DAY OF ARRIVAL OF BOARDING AT MMHEC:**

- MMHEC inspection form will be completed by Barn Manager or designee to verify condition of horse on arrival at MMHEC. Owners/agent signature will be required on this form.