



37800 Buffalo Grass Drive, Elizabeth, CO 80107 / 303-646-0581

BOARD/ BOARD AND TRAINING AGREEMENT/ CONTRACT

Name: _____ (Herein referred to as client)
 Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: _____ Work Phone: _____
 Cell Phone: _____ Email Address: _____

**Horse Name	Age	Registration #	Breed	Color	Markings	Own /Lease

**Horses may be substituted by Client without Client specifically listing said horse above. All portions of this contract will still apply to any horse owned by or boarded by the above listed Client regardless of horse listed. This contract is effectively between GOEC and said Client. Please list additional horses on back of page. Horses brought in for "Trial" purposes are also the full responsibility of Client.

Limitation of liability and indemnification: GOEC shall not be liable for any sickness, disease, estray, theft, death or injury that may be suffered by the horse(s) while in GOEC's custody, nor for any other damages or injury arising out of, or connected with, breeding, boarding, conditioning, training or other services performed pursuant to this Contract, except as required by law. Customer fully understands, authorizes and assumes the special risks inherent in boarding and transporting horses, and acknowledges that mortality and other insurance is solely Client's responsibility. _____(initial)

Fees, Charges and Services: It is agreed that the Client shall pay GOEC the sum for the service(s) provided *as outlined in the current Fee Schedule*. All additional charges: vet, farrier, chiropractic, supplement, show expenses, hauling, etcetera are the responsibility of said Client. If GOEC pays for miscellaneous charges for said horse, there will be a \$10.00 service charge applied to said account. _____(initial)

Billing and Payment: All Board and Training fees are due and payable on the first (1st) day of the month. Client agrees to pay a late fee of \$25.00 if payment is made later than the tenth (10th) day of the month, but less than thirty (30) days from date of invoice. For payables not received within 30 days of invoice date, a finance charge of 2 1/2% per month (30% per year) will be applied to said balances due. Bills over thirty (30) days shall result in the horse(s) to be removed from training and automatically put into a board and turnout / pasture board program only. Any horses with outstanding balances, will not be taken to any show regardless of entry status. Board and training rates will not be reduced or pro-rated based on said horse's bill being delinquent and said horse being removed from training by GOEC. Additionally, Client grants GOEC a lien upon and security interest in the Horse to secure all obligations and amounts due under this contract with GOEC. It is understood that GOEC can exercise their right to foreclose it's security interest in the Horse once the Client's balance is unpaid for sixty (60) days, pursuant to C.R.S. 38-20-102. If any collection proceeding is taken or lawsuit is filed with respect to this contract, **its breach, or if GOEC forecloses any lien or security interest, GOEC shall be entitled to recover its attorney's fees and costs.** _____(initial)

Removal / Release of Horses: Gambel Oaks Equestrian Center requires a **30 day notice** for the removal of all board and training horses under GOEC's custody and care. Client agrees that all outstanding balances due for board, conditioning, training, breeding, veterinary care, farrier work and all other fees, charges and expenses pursuant to this contract shall be paid prior to GOEC's release / removal of the Horse(s) from GOEC. _____(initial)

Emergency Care: GOEC agrees to attempt to contact Client should GOEC feel that medical treatment is needed for Horse, but if GOEC is unable to contact Client promptly, it is agreed that GOEC is then authorized to secure emergency veterinary, farrier and/or any other care required for the health and well-being of Horse. _____(initial)

Entire agreement, construction, jurisdiction: This contract contains the entire understanding of the parties concerning it subject matter, and may be modified only in writing except as otherwise provided. The invalidity or un-enforceability of any term or provision shall not affect the validity or enforceability of the remainder. The contract shall be construed and governed by the laws of the State of Colorado. At GOEC's option, jurisdiction and venue for all disputes connected with this contract shall be proper only in Elbert County, Colorado. _____(initial)

Release of Liability: Form has been read and signed _____ (initial)

Continuity For Shows: GOEC is first and foremost a Show Barn. All horses going to shows will be required to have Halter, Lead Rope and Sheet- Maroon- to attend and stall with GOEC. This will add continuity and showmanship at shows. Please see Jim and/or Linda for details in purchasing these items. _____(initial)

Marketing: In the event the Horse is sold to a third-party while in care of GOEC, under the terms of this Agreement, the Client agrees to pay a commission to GOEC of 15% within 30 days of sale date. See Marketing Agreement for further explanation of the marketing program and it's associated expenses. _____(initial)

Website: GOEC offers to it's Clients, the Features, Advantages and Benefits of the GOEC Website: www.gambeloaks.com. Horses and Services may be marketed on this site for a nominal charge. *Please see current Fee Schedule.* GOEC personell reserve the right to control what information, services and horses are offered on their website. It is a priviledge, not a right to be on the GOEC website. All placements must be approved by GOEC - Jim and/or Linda Hitt.

This contract between Gambel Oaks Equestrian Center, Inc - Jim and Linda Hitt and _____(Client) is Accepted and Agreed to on this _____day of _____, 20_____.

Client Signature

Date

Emergency Care / Insurance Information

Personal Emergency Contact(s):

Name Phone Number (s)

Name Phone Number (s)

In case of an emergency, GOEC will make numerous attempts to contact the owner of said horse. However, in the event said owner cannot be reached, please provide the following information:

Veterinarian: _____ Telephone # _____

Alternate Veterinarian: _____ Telephone # _____

Equine Insurance Information:

Registered Name of Horse: _____

Insurance Company: _____

Phone Number: _____

Policy Number: _____

Is this horse a candidate for surgery? Yes - No - Maybe

In the case of an emergency, GOEC, generally uses Littleton Large Animal Clinic. In the case of a severe colic or injury, this question will be asked.