

Fee Agreement

PLEASE PRINT CLEARLY

This Boarding Contract is made and entered into on this ____ day of _____, 20__ by and between _____, "CUSTOMER," and DENVER POLO CLUB, INC., DOING BUSINESS AS DENVER POLO CLUB, COTTONWOOD RIDING CLUB, AND/OR YOUR INSTRUCTOR and any officer, agent, manager, employee, instructor, insurer, or independent contractor of the same, or any land owner of land upon which I may ride or be present upon in equine activities (collectively referred to herein as "THE CLUB"). This contract also covers the horse(s) described in the Addendum, which is incorporated by reference. For the purpose of this contract, it is agreed that the value of each horse will not exceed \$5,000 unless accompanied by a certified appraisal and insurance contract. It is the plan and intention of the CUSTOMER to board the horse(s) described in the Addendum, and THE CLUB to accept the horse(s) for boarding upon appropriate review. For and in consideration of the agreement hereinafter set forth, the CUSTOMER and THE CLUB mutually agree as follows:

_____ 1. CUSTOMER agrees and acknowledges that the use, handling and riding of a horse involves a risk of physical injury to any individual undertaking such activities, and that a horse, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times based upon instinct or fright, which likewise, is an inherent risk assumed by a horseback rider. The undersigned expressly assumes such risk and waives any claim he/she might state against THE CLUB, all its instructors, officers, employees, agents and staff as a result of physical injury incurred in said activities.

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.

_____ 2. CUSTOMER hereby agrees to execute a separate waiver of liability, and further, to be bound by its terms and conditions contained therein. CUSTOMER agrees to require any and all CUSTOMER'S family members, agents, guests or invitees who engage in any activities on THE CLUB'S premises, including without limitation, activities associated with the use, handling, or riding of a horse, to execute a waiver of liability.

_____ 3. CUSTOMER agrees that THE CLUB is not liable for death, sickness and/or accident caused to the horse or damages, including consequential damages, or loss of any other personal property kept at THE CLUB'S premises by the CUSTOMER.

_____ 4. CUSTOMER agrees to pay the monthly boarding fee amount set forth in THE CLUB'S published price sheet, in advance, or by the first day of each month that the horse(s) is (are) to be boarded at THE CLUB. Attached to this agreement is our schedule of fees. Our fees are adjusted from time to time to reflect increased costs or to accommodate inflationary cost increases affecting our business. The adjusted rates will apply to all services performed thereafter by mailing you a copy of the increased fee schedule. In addition to our fees, we will expect payment for disbursements and other charges. Each month we will furnish you with a statement describing our services rendered and separately showing disbursements and other charges. Boarding will be billed to you in advance and is due the first day of each month for the month in which the horse(s) will be boarded. Due to the nature of showing, polo, etc., there often is an unavoidable delay in

reporting disbursements and other charges, and therefore not all disbursements and charges may be billed at the same time as the related services. We will expect your invoices to be paid monthly, as they are billed to you. A finance charge of 1.5 percent per month, or 18 percent a year, is assessed for accounts not paid on the first day of the month, or within 15 days of billing, whichever is sooner. If your account is turned over for collection because of nonpayment of fees and costs when due, you will be responsible for all costs of collection, including reasonable attorney fees, costs, and interest. CUSTOMER agrees and understands that any amount not paid by the fifth day of each month shall be considered delinquent and shall incur a late charge of **\$30.00** per month for each month late. During any period in which CUSTOMER is delinquent in payment of amounts due hereunder, CUSTOMER will have no right to enter or use the facilities, arenas, or other portions of THE CLUB to participate in any practice, lessons, clinics, or shows, or to remove the CUSTOMER'S horse(s) from THE CLUB without written consent of THE CLUB.

_____ 5. All amounts due shall be paid in full before the horse(s) will be released to the CUSTOMER for removal from THE CLUB. In the event that any amount is delinquent for more than sixty (60) days, including late charges, CUSTOMER agrees and understands that THE CLUB may sell or otherwise dispose of the horse(s) and tack, and any other property of CUSTOMER located at THE CLUB by any reasonable means without prior resort to legal proceedings on three (3) days' notice to the CUSTOMER. **THIS AGREEMENT SHALL CONSTITUTE A POWER OF ATTORNEY GIVING THE CLUB FULL AUTHORITY TO TRANSFER TITLE AND OWNERSHIP OF THE HORSE(S), TACK, AND OTHER PERSONAL PROPERTY ON BEHALF OF THE CUSTOMER IN THE EVENT OF A SIXTY (60) DAY DELINQUENCY.** Any net proceeds received by THE CLUB from such sale or other disposition, shall be applied to the amounts then due hereunder plus interest and costs and expenses of sale. Any excess proceeds shall be delivered to the CUSTOMER at the CUSTOMER-provided address or held for the CUSTOMER by THE CLUB if the CUSTOMER cannot be contacted. No interest shall be paid on any such amount retained or held for the CUSTOMER.

_____ 6. CUSTOMER shall ensure that the horse(s) shall be given required medical attention by a veterinarian at CUSTOMER'S expense, including but not limited to de-worming every 60 days, twice a year vaccinations as per the supplied schedule, and regular hoof trimming. In the event of an emergency, or if the CUSTOMER does not provide medical treatment, THE CLUB is hereby authorized to provide the treatment, or arrange for such treatment to be provided, at the CUSTOMER'S expense. THE CLUB shall attempt to notify the CUSTOMER of any illness or accident to the horse(s) before securing treatment for the horse(s), if time permits. Any amounts paid by THE CLUB in connection with any such medical treatment shall be reimbursed by CUSTOMER to THE CLUB within two business days of THE CLUB notifying CUSTOMER of the cost of the treatment provided. CUSTOMER acknowledges that THE CLUB does not have a veterinarian or other medical professional on staff and shall not be liable for any failure to recognize any horse's medical condition or any failure to obtain treatment for any such medical condition. The CUSTOMER'S signature below is acknowledgment of having received a copy of the barn rules, de-worming schedule and acceptance to being charged if THE CLUB has to perform or arrange for regular maintenance tasks including but not limited to farrier services, veterinary care and de-worming.

_____ 7. CUSTOMER acknowledges that blanketing of horses is allowed and agrees that THE CLUB is not liable for damage to blankets or injury to any horse as a result of blanketing. CUSTOMER agrees that THE CLUB is not liable for damage to tack or equipment except if caused by the willful and wanton gross negligence of THE CLUB.

_____ 8. THE CLUB is a private facility. All boarders are required to follow THE CLUB'S rules, safety procedures, and other policies and procedures in effect from time to time, as posted at THE CLUB or otherwise disclosed to CUSTOMER. All CUSTOMERS are expected to be courteous to the other CUSTOMERS and to management. Additionally, CUSTOMERS are expected to keep the tack rooms, grooming areas, and any lounge or other facilities at THE CLUB free from trash or debris, and to otherwise take reasonable steps to avoid causing unclean, disorderly or unsafe condition to exist at THE CLUB.

CUSTOMER acknowledges and understands that stall cleaners and maintenance personnel work for THE CLUB and their duties are assigned by THE CLUB, not the CUSTOMER. Any maintenance issues should be brought to the attention of THE CLUB'S management. In an emergency, THE CLUB'S management should be notified immediately and, if the management is not available, any available employee should be notified regarding the emergency situation.

_____ 9. CUSTOMER is financially responsible for any and all damages caused by their horse(s) to the stable, to the property, or to THE CLUB'S tack and equipment.

_____ 10. CUSTOMER may terminate this agreement on **thirty (30) days prior written notice** (for example, if written notice is given on January 5, CUSTOMER will be released from this agreement on February 4th). CUSTOMER agrees to provide THE CLUB with not less than thirty (30) days' prior written notice before permanently removing a horse(s) from THE CLUB. If the thirty (30) day written notice carries over into the next calendar month, boarding fees for that next month will be prorated accordingly (continuing the previous example, CUSTOMER would be responsible for boarding fees for the month of January and the first four days of February). CUSTOMER may elect to pay thirty (30) days' boarding fees in lieu of the prior written notice. THE CLUB will waive the thirty (30) day written notice requirement only in the case of sale of the horse(s) or death of the horse(s). THE CLUB reserves the right to terminate any boarding agreement at any time. Within thirty (30) days of the termination of this boarding agreement, THE CLUB will provide to CUSTOMER a pro-rated reimbursement of any portion of the prepaid boarding fees applicable to the period after such termination. THE CLUB has the right of an agister's lien as set forth by the Colorado Revised Statutes for the amount due for board and any and all additional services, together with interest, costs and attorney's fees, as set forth herein, and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.

_____ 11. The terms of this agreement shall be fully binding upon and shall be effective against the CUSTOMER, CUSTOMER'S family members, guests and invitees, and each of their successors, legal representatives or assigns and shall apply to the actions of the CUSTOMER, the CUSTOMER'S family, guests, invitees, employees or agents. This contract shall not be assignable by CUSTOMER without the prior written consent of THE CLUB. If consent is given, this contract shall be fully assignable by CUSTOMER to a successor in interest and the terms, conditions, rights and obligations contained in this and the accompanying agreements shall remain in full force and effect notwithstanding such assignment. All previously executed waivers of liability, and the protections under the Colorado Equine Activities Act shall transfer and cover THE CLUB and any successor in interest.

_____ 12. The CUSTOMER agrees that when their horse(s) is (are) permanently removed from THE CLUB'S premises, all personal tack, equipment, trunks and other property of CUSTOMER shall be cleaned out of the assigned tack area or locker or otherwise removed from THE CLUB. If the CUSTOMER does not remove all such property on or before the day of departure, all tack, equipment, or other property of CUSTOMER remaining at THE CLUB will become the property of THE CLUB. Any padlocks left on tack trunks or lockers will be removed by THE CLUB personnel and the contents will remain the property of THE CLUB.

_____ 13. In the event that the CUSTOMER breaches this agreement, the CUSTOMER agrees to pay any and all fees charged to THE CLUB in an attempt to acquire full payment.

_____ 14. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

_____ 15. If any provision of this agreement shall for any reason, be held to violate any applicable law, then the invalidity of that specific provision shall not be held to invalidate any other provisions of this agreement. The parties agree that the surviving provisions shall remain in full force and effect unless the

removal of the invalid provisions destroys the legitimate purposes of this agreement, in which event this agreement shall be canceled.

_____ 16. All negotiations, promises, representations, undertakings, understandings, letters of intent, and the like with respect to the subject matter of this agreement have been merged within this agreement and there are no further or contrary understandings with respect thereto. This agreement forms the complete and entire understanding amongst the parties, and may not be modified or amended except by written instrument. This agreement may be amended, terminated or suspended only by an agreement in writing between THE CLUB and CUSTOMER.

_____ 17. This agreement has been entered into and shall be construed and enforced in accordance with the laws of the State of Colorado, without reference to the choice of law principles thereof.

_____ 18. Dispute Resolution/Arbitration: We pride ourselves on our reputation and 99 percent of all problems can be resolved by communication. Any controversy, dispute, or claim arising out of or relating to our fees, charges, performance of legal services, obligations reflected in this letter, or other aspects of our contract that the CUSTOMER has or may bring against THE CLUB shall be resolved through binding arbitration in Douglas County, Colorado in accordance with the rules then in effect of the American Arbitration Association, and judgement on the award rendered may be entered in any court having jurisdiction thereof. YOU ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, YOU ARE RELINQUISHING YOUR RIGHT TO BRING AN ACTION IN COURT AND TO A JURY TRIAL. CUSTOMER agrees if anyone makes any claim(s) arising in any way as result of this relationship, CUSTOMER agrees to indemnify, defend, and hold harmless THE CLUB, and all those related by this Agreement from any expenses, damages or judgements, including legal expenses and attorney's fees, resulting from such claims. Nothing in this agreement prohibits THE CLUB in its sole discretion from bringing action in a court of law for any claim it may have, including but not limited to agister's lien and breach of contract claims, and CUSTOMER consents to the jurisdiction of the court in Douglas County, Colorado, if THE CLUB elects to proceed in court as opposed to arbitration, as it may solely elect.

_____ 19. If any controversy, dispute, or claim arises between us concerning our fees, charges, performance of legal services, or other aspects of our representation, THE CLUB shall be awarded all costs and expenses it incurs in bringing and prosecuting or defending any litigation or arbitration, including interest as set forth above, reasonable attorney's fees and costs, including arbitration fees and costs.

SIGNATURE DATE

PARENT'S SIGNATURE, individually and DATE
on behalf of any child under 18 years of age.

CLUB AGENT SIGNATURE DATE

Please print clearly.

PRINT CUSTOMER'S Name: _____

Email: _____

Cell Phone: _____

Address: _____

Alt. Phone: _____

Alt. Phone: _____

(OVER)

Addendum to Boarding Contract

Customer's Veterinarian of Choice: _____

Phone Number: _____

Note: If the CUSTOMER'S horse(s) require(s) medical attention and the CUSTOMER has not designated a veterinarian, or if the designated veterinarian cannot be reached, THE CLUB will contact their own veterinarian of choice at CUSTOMER'S expense.

If the horse(s) is (are) insured, please provide policy information below.

Insurance Company: _____ Phone Number: _____

Owner shall initial and update the information below for each horse boarded at THE CLUB.

Name: _____ Breed: _____ *Initial*
MARE or GELDING or STALLION (circle one) Year of Birth: _____ *and date*
Color and Markings: _____
Prior Medical: _____

Name: _____ Breed: _____ *Initial*
MARE or GELDING or STALLION (circle one) Year of Birth: _____ *and date*
Color and Markings: _____
Prior Medical: _____

Name: _____ Breed: _____ *Initial*
MARE or GELDING or STALLION (circle one) Year of Birth: _____ *and date*
Color and Markings: _____
Prior Medical: _____

Name: _____ Breed: _____ *Initial*
MARE or GELDING or STALLION (circle one) Year of Birth: _____ *and date*
Color and Markings: _____
Prior Medical: _____

Signature of Owner

Date