



HORSE PASTURING AND BOARDING AGREEMENT

This agreement (the "Agreement") is between Ranch at Roaring Fork Homeowners Association, Inc. (the "Association") and the individual named below (the "Owner").

The Owner owns a residence at the Ranch at Roaring Fork (the "Ranch") as well as one or more horses that the Owner desires to pasture, board, care for, exercise and otherwise enjoy at the Ranch.

The Association and the Owner agree as follows:

1. The Owner acknowledges having received and read a document entitled "Equine Facilities Rules and Regulations." The Owner acknowledges that the Association's Board of Directors, in its sole discretion, may amend the Equine Facilities Rules from time to time. The Owner agrees to comply fully with the Equine Facilities Rules. In the event of any conflict between this Agreement and the Equine Facilities Rules, this Agreement controls.
2. The Owner will pay to the Association promptly on receipt of an invoice from the Association for monthly boarding fees, which includes hay fees, one-time non-refundable new horse fee, and other charges as established and revised by the Association from time to time. The Owner agrees such fees and other charges shall be deemed assessments within the meaning of the Association's Policy - Collection of Unpaid Assessments, as the same may be amended from time to time (the "Collection Policy"). Notwithstanding any application of payments set forth in the Collection Policy, payments made pursuant to this Agreement shall be applied as follows: first to fees and other charges due to the Association pursuant to this Agreement, and only the balance shall be applied to the Owner's annual assessments, special assessments and any other charges, fees or other amounts due to the Association.
3. Without limitation, if the Owner is considered past due and delinquent in payment of any invoice presented in accordance with Section 2: (i) the Owner will be liable for late charges and interest as provided in the Collection Policy; and (ii) the Association will have all rights and remedies provided for in the Collection Policy for collection of all amounts due.
4. The Owner and other owners of horses boarded at the Ranch agree all such Owners are responsible for hay purchased by the Ranch to provide winter feeding from approximately mid-November through approximately mid-May. The hay price is included in the monthly board fee over the (12) month year. Should the actual costs be more than the estimated amounts, the Association will invoice the Owners for the additional amounts due. Monthly refunds and prorations for monthly boarding fees and the hay price will not be issued except in the limited situation of a horse passing.

5. The Association does not provide summer hay services, should an Owner want to feed summer hay this feeding would be the sole responsibility of the Owner. All hay shall be purchased and delivered to the stable. This hay must be stored separate from the Ranch purchased hay and labeled accordingly.
6. The Ranch agrees that so long as the Owner complies with their agreements herein, the Owner may pasture, board, care for, exercise and otherwise enjoy the Owner's horse(s) at the Ranch, subject to and in compliance with the Equine Facility Rules and Regulations, the Association's Declaration and other applicable rules and restrictions.
7. If a boarded horse is noticed to be ill or is injured, Ranch shall attempt to communicate with the Horse Owner immediately. Under no circumstances shall the Ranch have any liability whatsoever if any such attempt at communication is delayed or unsuccessful. If the Horse Owner does not immediately inform Ranch regarding measures to be taken, or if the state of the animal's health requires immediate action, Ranch is hereby authorized to request the services of a veterinarian or to give any other medical attention that appears reasonable. Under no circumstances shall the Ranch have any liability whatsoever if any such request for veterinarian services or other medical attention is omitted, delayed or unsuccessful. The Horse Owner shall promptly pay all expenses for all services relating to this illness or injury incurred by the Ranch.
8. The Horse Owner agrees that Ranch shall not be held liable for damages to horse of any cause whatsoever, including but not limited to, loss by fire, theft, running away, death, illness and/or accident and specifically waives and releases any claim, action, damages, and liabilities against the Ranch related thereto. The Horse Owner further agrees he/she shall be responsible at all times for any and all acts of the animal including, but not limited to damage to Ranch's property such as paddocks, dry lots, buckets, lighting, fencing, wiring etc. and claims, injuries or loss of life that may be sustained by Horse Owner, his/her family, invitees, agents or any other persons or their property.
9. Any insurance coverage for a Horse Owner's horse shall be Horse Owner's sole responsibility. Ranch is not required to maintain insurance covering Horse Owner's horse. If a Horse Owner obtains such insurance, Horse Owner shall provide a Certificate of Insurance to Ranch at its request. The Horse Owner shall be responsible for making any and all claims.
10. Horse Owner acknowledges and accepts the risks and dangers inherent in equine activities ("Equine Related Risks") including without limitation: the propensity of a horse to behave in ways that may result in injury or harm to, or the death of persons on or near the horse, or result in an injury or death to other animals, including Horse Owner's horse, such as bucking, biting, kicking, rearing, shying, falling, or stepping on persons or other animals; the unpredictability or a horse's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, such as surface and subsurface ground conditions, collisions with other horses, animals or objects; and the potential of another Horse Owner to not maintain control over its horse or horses.

11. Horse Owner hereby releases, indemnifies, and holds harmless the Ranch, its Board of Directors, officers, staff members, volunteers, sponsors, organizers, agents, and any other representatives, any other cooperating or coordinating agencies or groups and any of their successors and assigns, of and from all liability whatsoever and covenants not to sue them on account of or in conjunction with any claims causes or action, injuries, damages, or expenses, known or unknown at the time of this Agreement (collectively "Liabilities"), arising out of the use or presence upon Ranch property and facilities by Horse Owner or Horse Owner's horse, including without limitation such liabilities as may arise from death, personal injury, property damage, economic loss, including consequential damages.

12. Horse Owner shall maintain boarded horse(s) in a sound and healthy condition.

13. If the market value of Horse Owner's horse is in excess of \$20,000.00 (twenty thousand dollars), Horse Owner must provide valuation documentation and provide adequate insurance coverage for such horse. Ranch will not be held liable for any claims whatsoever.

14. This Agreement shall continue in full force and effect until terminated by either party by at least thirty (30) days advance written notice to the other, or earlier by the non-defaulting party in the event of an uncured default by the other party within a reasonable time after written notice. In the event either party is required to resort to suit to enforce rights and remedies hereunder the non-prevailing party shall pay the other's costs of suit and enforcement, including reasonable attorney's fees, in each case to the extent deemed just and reasonable under all the circumstances by the court having jurisdiction over such proceedings. It may be amended only by a writing signed by the party against whom such amendment is to be enforced.

Agreed this ____ day of _____, 20____.

Ranch at Roaring Fork Homeowners Association, Inc.

Owner Printed Name: _____

Owner (Signature): _____