

**HORSE RENTAL AGREEMENT (5 Pages)**

I, (Print individual and/or ranch name) \_\_\_\_\_ (herein after referred to as RENTER) agree to Rent \_\_\_\_\_ (quantity) horses and \_\_\_\_\_ (quantity) sets of tack from **SOMBRERO RANCHES, INC., d/b/a COLORADO HORSES INC.** (hereinafter referred to as Colorado Horses Inc.), 911 Kimbark Street, Longmont, CO 80501, and (303) 442-0258.

Upon taking possession of horse(s) and/or tack, Renter understands and agrees as follows:

1. Renter agrees to assume full liability and responsibility for horse(s) and/or tack while they are in my possession;
2. Renter agrees to provide forage and hay and/or grain in sufficient amount to return the animal(s) in the same or better state of health than when Renter took possession of them;
3. Renter agrees Colorado Horses Inc and its agent(s) will be the sole judge in assessing condition of horse(s);
4. Renter agrees that all horses will be shod prior to Renter taking possession and that Renter agrees to have horse(s) reshod every 6 weeks.
5. Renter has read, signed, and dated the addendum marked as "Exhibit A" which is incorporated into, and made a part of, this Rental Agreement.
6. Renter agrees ALL SUMMER RENTALS TERMINATE SEPTEMBER 16, 20\_\_\_\_, unless otherwise agreed in writing. Rentals being extended through fall season terminate 9/16/20\_\_\_\_, and additional payments are due 9/16/20\_\_\_\_.
7. Renter agrees all required health certificates and transportation papers are the responsibility of Renter upon return of horses, pertains mainly to out of state transports.
8. Renter agrees to the costs; delivery dates and payment dates as follows:

**COSTS:**

\_\_\_\_\_ Number of Horses at \$\_\_\_\_\_/horse = \$\_\_\_\_\_(A)

\_\_\_\_\_ Set(s) of Tack at \$100 per set = \$\_\_\_\_\_(B)

\_\_\_\_\_ Vet/BI Papers @ \$80 per horse = \$\_\_\_\_\_(C)

**Renter must supply current health papers for return of horse(s) at end of rental period at Renter's expense.**

**Delivery Fees:** (any distance over 150 miles from Craig or Longmont CO)

\_\_\_\_\_ miles @ \$4/a loaded mile \_\_\_\_\_ = \$\_\_\_\_\_(D)

**Additional delivery fees MAY apply when multiple delivery dates are requested of less than 6 head**

**TOTAL** \$\_\_\_\_\_(A+B+C+D)  
(Includes horses, tack, shoes, health papers if needed and delivery)

**PAYMENT (make payments to Colorado Horses, Inc.):**

Due with Contract	\$_____
Due on _____	\$_____
Due on _____	\$_____
Due on _____	\$_____

**Renter Initials** \_\_\_\_\_

**DELIVERY:**

RENTER requests horses to be delivered to \_\_\_\_\_ address.

\_\_\_\_\_ (QUANTITY) horses delivered on \_\_\_\_\_ date

\_\_\_\_\_ (QUANTITY) horses delivered on \_\_\_\_\_ date

**NOTE: Additional delivery fees MAY apply when multiple delivery dates requested of less than 6 horses**

9. Renter agrees to allow Colorado Horses Inc. to remove all horses and tack from the possession of Renter if payment is not received within five (5) days of the due date, and agrees to pay a 1% per month finance charge on overdue or delinquent accounts.

10. It is further agreed that should any of the horses be deemed unfit or unsafe for Renter to ride, as determined by the mutual written agreement of Renter and Colorado Horses Inc., due to injury, sickness, or temperament, Colorado Horses Inc. **will replace said horse(s) at a cost determined** by the parties prior to delivery. Renter agrees it is the responsibility of Renter to notify Colorado Horses Inc., in writing or by email, within one (1) week of initial delivery of any problems or need for replacement of any horses.

11. It is hereby further agreed by the parties hereto that this agreement shall terminate when Renter returns the horses and equipment to Colorado Horses Inc. upon Rental Agreement expiration date.

12. Renter agrees that Colorado Horses Inc. will not be held responsible for any losses due to unknown health problems at the time of delivery or during the rental period.

13. Renter understands the risk involved with horse health and agrees to accept those risks.

14. Renter agrees that Colorado Horses Inc. will have the right to remove any horse that Colorado Horses Inc. determines to be mistreated in any way, including but not limited to physical abuse, malnutrition, sickness or poor care.

**INSURANCE:**

Sombrero Ranches, Inc. d/b/a Colorado Horses Inc. shall be named as an additional insured in the commercial liability insurance policy of RENTER, and a copy of that policy shall be mailed to Colorado Horses Inc. no later than ten (10) days prior to delivery of horses.

**HORSE HEALTH, DEATH AND PERMANENT INJURY POLICY:**

\_\_\_\_\_ will be responsible for the death of any horse in their possession, due to the negligence and death by natural causes. \_\_\_\_\_ will also be fully responsible for all "fees" associated with the disposal of said animal.

Colorado Horses Inc. values its horses at \$3,000.00 per horse, based on a fair market value.

Any horse which becomes severely injured will be assessed a fine of \$600.00. The assessment of injured horses will be made by Colorado Horses Inc. management and is primarily meant to reflect human-caused injuries (tendon damage, severe rope burns, severe wire cuts, wither, cinch, kidney, etc.), malnourished, injured or damaged so as to be unusable for Colorado Horses Inc. fall season (October 1 – November 20). Renter agrees to pay \$600 per horse penalty charge for the current season. Renter further agrees that Colorado Horses Inc. and it's agent(s) will be the sole judge in this matter.

It is also understood that Colorado Horses Inc. will not be responsible for any veterinarian costs, veterinarian supplies, extra labor expenses, and income loss due to injured horses and that all expenses are the responsibility of the Renter.

**Renter Initials** \_\_\_\_\_

If a horse is lost, abandoned or permanently injured, so as to longer be useable by the owner, Renter agrees to pay Colorado Horses Inc. the sum of \$3,000 for each injured or missing horse and provide proof of loss if missing or dead.

Colorado Horses Inc. makes every effort possible to ensure the delivery of healthy horses. However, due to the fact that Colorado Horses Inc. is in the business of renting horses, as well as purchasing horses from many locations throughout the western United States, Colorado Horses Inc. makes no guarantees to the possibility of herd health risks associated with our horses. All expenses are Renter's responsibility, while in possession of Renter, to include losses due to preexisting conditions.

Under no circumstances will Colorado Horses Inc. allow an animal to suffer, and we expect similar respect for our horses from the Renter.

#### **RELEASE:**

I agree to be responsible for the safety and supervision of any persons riding, using or near said horses, acting in the capacity of agent for such persons, during the term of this Rental Agreement. I fully understand and agree that Colorado Horses Inc. shall not be held responsible for any claims, which may be brought by any person, or persons for the use of said horses. I agree that Colorado Horses Inc. shall be held blameless for such use, and I further agree that I will defend and indemnify Colorado Horses Inc. against such if any. I waive my right to file and promise not to file any legal proceedings against Colorado Horses, its agent(s), servants or employees, for any personal injury or property damage sustained by me or by my or employees; and I shall pay all costs and attorneys' fees from any legal proceedings which I may bring contrary to this contract and which is resolved in favor of Colorado Horses Inc., its agent(s), servants or employees. I agree to adhere to the provisions of Colorado Statutes SECTION 13-21-119, COLORADO REVISED STATUTES. RENTER agrees to adhere to the provisions of Colorado Revised Statute 13-21-119 regarding liability risk inherent in equine activities. I have read the Colorado Horses price brochure/rate sheet and website and understand their content.

#### **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, AS AMENDED.**

**Assumption of Risk:** Participation in any type of equine (horse) activity has certain inherent risks and regardless of the precautions taken, it is impossible to ensure the safety of the participant. Horses are strong and unpredictable animals, and weigh on average 1,000 to 1,200 lbs. A fall from a horse can be a minimum of 5 feet down to the ground. Horses have a tendency to have unpredictable reactions to sounds, sudden movements and unfamiliar objects. Some of the injuries that can occur include, but are not limited to, injuries to the neck, shoulders, back, facial, and other bodily parts, bruises, strains, pulled muscles, ruptured disks, broken bones, lacerations and personal property damage or loss due to falls, actions of other participants, malfunction of any equipment used in saddling and/or horse containment, as well as the possibility of paralysis and death.

#### **OTHER LEGAL TERMS:**

1. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties and their respective successors, assigns and representatives.
2. **Severability.** The invalidity of any provision of this Agreement shall not affect the validity of any other provision.
3. **Not Assignable.** Neither party may assign this Agreement without the written consent of the other party.
4. **Waiver.** Failure to invoke any right in this Agreement by either party shall not be deemed a waiver of any such right.
5. **Disputes.**
  - a. If you have a dispute with us, you must promptly notify us of the dispute in writing and provide sufficient documentation to allow us to intelligently evaluate your claim.
  - b. If we are unable to resolve the dispute, you agree to participate in non-binding mediation, with each party to pay one-half the mediation costs. The mediation will take place in Boulder, Colorado, and the mediator will be Steve Clymer of Accord Dispute Resolution. If he cannot serve for any reason, Mark Cohen, J.D., LL.M., shall appoint the mediator, and his decision shall be final. Both parties release Mr. Cohen from any liability for appointing a mediator. You may not file any action against us until you have provided the required information and participated in mediation.
6. **Litigation / Venue / Attorney's Fees / Waiver of Jury.** The exclusive venue for any legal action arising out of this Agreement shall be in the County or District Court in Boulder, Colorado. You waive any right you may have to invoke diversity jurisdiction to remove any such action to federal court. In any legal action arising out of this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees, expenses, and court costs. The parties waive trial by jury and agree that the exclusive venue for any such action shall be only in the County or District Court of Boulder County, Colorado.
7. **Governing Law.** Colorado law governs this Agreement.
8. **Invalidity.** If a court finds any provision of this Agreement unenforceable, it shall modify the provision for Colorado Horses Inc.'s benefit to the maximum extent the law allows.

**Renter Initials** \_\_\_\_\_

9. **Reading; Review of Counsel.** The parties represent that they have carefully read every provision of this Agreement. The parties further represent that each has had the opportunity to have qualified counsel review this Agreement.

10. **Voluntary Agreement.** The parties represent that each party enters into this Agreement of their own free will, free of any coercion or duress.

11. **Severability.** If a court invalidates any provision of this Agreement, the remaining provisions shall remain in full force and effect.

12. **Construction.** Both parties had an opportunity to have counsel review this Agreement. Therefore, the fact that XYZ's lawyer drafted the Agreement shall not be considered in construing any ambiguity that a Court finds in this document.

13. **Entire Agreement; Modification.** This Agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the transaction at issue. The parties agree that all prior communications are merged into this Agreement, and that there are no terms or conditions other than those set forth herein. No statement or promise of Colorado Horses Inc. or its agents shall be binding unless reduced to writing and signed by an authorized officer of Colorado Horses Inc.. No modifications of this Agreement shall be binding unless they are in writing and signed by the parties.

I, \_\_\_\_\_, have read and fully understand Colorado Horses Inc.'s **Death and Permanent Injury Policy.**  
(print name)

RENTER:

\_\_\_\_\_

Colorado Horses Inc.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**SUMMARY OF CONTRACT CONTACT INFO, DELIVERY**

Renters/ Location Name: \_\_\_\_\_

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

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

Mailing Address PO Box Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

PHONE: Home: \_\_\_\_\_ Work: \_\_\_\_\_

Cells: \_\_\_\_\_ E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

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

Delivery Instructions: Gate codes or specific entrances \_\_\_\_\_

**Number of Horses** \_\_\_\_\_ **Sets of Tack:** \_\_\_\_\_