

Client Name: _____

Contract No: _____

**COLORADO HORSES INC.
HORSE RENTAL AGREEMENT (4 Pages)**

I, _____ (herein after referred to as RENTER) agree to Rent ____ horses and ____ 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 amounts 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 agrees ALL SUMMER RENTALS TERMINATE _____, 2020, unless otherwise agreed in writing. Rentals being extended through fall season terminate _____, 2020, and additional payments are due _____ 2020.
6. Renter agrees to provide, and pay for, all required health certificates and transportation papers upon return of horses; pertains mainly to out of state transports.
7. 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.
8. 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. No further exchanges or replacements will be available after first week of delivery.
9. 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.
10. 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. 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. Renter understands the risk involved with horse health and agrees to accept those risks.
11. 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. Under no circumstance will Colorado Horses Inc. allow an animal to suffer, and we expect similar respect for our horses from the Renter.

HORSE HEALTH, DEATH AND PERMANENT INJURY POLICY:

_____ will be responsible for the death, loss, abandonment or permanent injury (deemed no longer useable) of any horse in their possession, due to the negligence and death by natural causes. Renter agrees to pay Colorado Horses Inc. the sum of \$4,000 for each injured or missing horse and provide proof of loss if missing or

dead. _____ will also be fully responsible for all "fees" 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 including the disposal of said animal. Colorado Horses Inc. values its horses at \$4,000.00 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. 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.

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

PAYMENT AND DELIVERY

Renter agrees to the costs; delivery dates and payment dates as follows:

DELIVERY DATES:

PAYMENT:

_____ Number of Horses at \$_____/horse = \$ (A)
 _____ Set(s) of Tack at \$100.00 per set = \$ (B)
 _____ Vet/BI Papers @ \$ N/A per horse (if required) = \$ (C)

Delivery Fees: _____ miles @ \$4.00/loaded mile, over 150 miles from Craig or Longmont = \$ (D)

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

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

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

Due with Contract \$_____
 Due on Delivery \$_____
 Due on July 1st \$_____
 Due on August 1st \$_____

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.

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 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 Statute 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.
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.

RENTER: Dated: _____

Colorado Horses Inc.: Dated: _____

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Attest: _____

We have often been asked about a feeding program best suited for horses during a working season. Feeding and caring for horses is expensive and takes planning and budgeting. Below please find our recommendations.

1. HAY:

Feed enough good quality, weed free grass or grass-alfalfa hay to ALL the horses in the corral so that every horse is content and full. Depending on the size of your horse (pony sized up to a draft size) it will need 30-60 lbs of hay per day! Make sure you have enough feeders available for all the horses to eat at one time. One aggressive horse can defend a feeder so that no others are able to eat, it may be necessary to separate horses, so the old or timid horses get “their fair share”. Do not feed horses on the ground, horses will consume sand and dirt and this may result in a colic situation. If you see the horses eating tree bark, sticks, weeds, trash or manure, they are not getting enough to eat. If there is hay left in the feeder each morning on arrival to the corral you have succeeded in feeding each horse enough.

2. GRAIN:

A working horse needs 12-14% to keep up performance levels, and on average a good quality grass hay is only 8-10% protein. You will need to supplement your feeding program with a good sweet grain mix, up to 6 lbs. per horse, per day. Horses get very aggressive around grain and the tough ones will fight off the “old timers” resulting in the old guys becoming poor with use. Consider using feed bags on each horse to ensure each gets the allotted portion.

3. WATER:

Keep clean water available 24 hours a day. Water is imperative between rides and throughout the day to help horses stay hydrated and keep from getting compacted from dry forage. A dehydrated and compacted horse can colic easily, requiring a veterinarian and often is terminal to the horse. Make sure your water tanks or water sources are easily accessible, sometimes drinking from a stream or creek becomes difficult due to mud or access issues.

4. SALT AND MINERAL:

Have plain salt blocks and mineral salt blocks available for horses to lick on throughout the day. Summertime is hot and the horses sweat and need salt to balance their diets.

A note on pasture grazing: Natural grass land pastures do not provide enough quality feed for working horses. Summer pastures dry up and the feed content is reduced to a low protein feed. Even if there appears to be enough forage, it is not hardy enough to maintain the body condition of a working horse. All too often pastures become stressed and overgrazed resulting in toxic (poisonous) weeds being the only feed source. Horses also need sufficient time to graze in 24 hours. if a horse is working or tied to a railing for greater than 8 hours a day, the horse will not have enough time at night to both to rest and graze. Horses need hay during the day to supplement pasture grazing.

I have read the above feeding recommendations _____ Intls

Please have your horse manager/caretaker look over these recommendations and review with them your expectations and feed policies. We are happy to help you if you have any questions or concerns.

COLORADO HORSES INC.
HORSE RENTAL AGREEMENT
911 Kimbark St.
Longmont CO 80501
303-442-0258

SUMMARY OF CONTRACT CONTACT INFORMATION AND DELIVERY

Renters/ Location Name: _____

Delivery Contact Name: _____

Contact Cell Phone: _____

Delivery Address: _____

Total number of horses rented _____ Total Sets of Tack rented: _____

____ Horses delivered on _____

_____ Horses picked up on _____

Additional delivery fees MAY apply when multiple delivery dates are requested of less than 6 head
Delivery dates are assigned as a first come basis, your requested delivery date may not be available due to
scheduling conflicts. Be prepared to have your delivery dates rescheduled.

Delivery Instructions: Gate codes or specific entrances _____

Mailing and Contact Information: _____

Mailing Address PO Box Address: _____

City, State, Zip _____

PHONE: Home: _____ Work: _____

Cells: _____ E-mail: _____

Website: _____