

Misfit Ranch CO, LLC
3538 Hackamore Rd
Wellington, CO 80549

Fee Agreement PLEASE PRINT CLEARLY This Boarding Contract is made and entered into on this ____ day of _____, 20__ by and between _____, "CUSTOMER," and AMY MALARA, JOSEPH MALARA, DOING BUSINESS AS MISFIT RANCH CO, LLC, 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 "MISFIT RANCH"). 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 \$7,500 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 MISFIT RANCH to accept the horse(s) for boarding upon appropriate review. For and in consideration of the agreement hereinafter set forth, the CUSTOMER and MISFIT RANCH 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 MISFIT RANCH, 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 MISFIT RANCH'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 MISFIT RANCH 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 MISFIT RANCH'S premises by the CUSTOMER.

_____ 4. CUSTOMER agrees to pay the monthly boarding fee amount set forth in MISFIT RANCH'S [published price sheet](#), in advance, or by the first day of each month that the horse(s) is (are) to be boarded at MISFIT RANCH. Boarding is due the first day of each month for the month in which the horse(s) will be boarded. Our current schedule of fees can be found on our website <https://misfitranchco.godaddysites.com/pricing>. 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 emailing you a copy of the increased fee schedule 30 days in advance of any changes. 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. If your account is turned over for collection because of nonpayment of fees and

costs for over 60 days, you will be responsible for all costs of collection, including reasonable attorney fees, costs, and interest. 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 MISFIT RANCH to participate in any practice, lessons, clinics, or shows, or to remove the CUSTOMER'S horse(s) from MISFIT RANCH without written consent of MISFIT RANCH.

_____ 5. All amounts due shall be paid in full before the horse(s) will be released to the CUSTOMER for removal from MISFIT RANCH. In the event that any amount is delinquent for more than sixty (60) days, including late charges, CUSTOMER agrees and understands that MISFIT RANCH may sell or otherwise dispose of the horse(s) and tack, and any other property of CUSTOMER located at MISFIT RANCH 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 MISFIT RANCH 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 MISFIT RANCH 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 MISFIT RANCH 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 each spring and fall, vaccinations, as per a licensed veterinarian, and regular hoof trimming. In the event of an emergency, or if the CUSTOMER does not provide medical treatment, MISFIT RANCH is hereby authorized to provide the treatment, or arrange for such treatment to be provided, at the CUSTOMER'S expense. MISFIT RANCH 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 MISFIT RANCH in connection with any such medical treatment shall be reimbursed by CUSTOMER to MISFIT RANCH within two business days of MISFIT RANCH notifying CUSTOMER of the cost of the treatment provided. CUSTOMER acknowledges that MISFIT RANCH 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 and acceptance to being charged if MISFIT RANCH has to perform or arrange for regular maintenance tasks including but not limited to farrier services, veterinary care and de-worming.

The CUSTOMER'S signature below is acknowledgment of reviewing the barn rules posted on www.misfitranchco.com.

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

_____ 8. MISFIT RANCH is a private facility. All boarders are required to follow MISFIT RANCH'S rules, safety procedures, and other policies and procedures in effect from time to time, as posted at MISFIT RANCH or otherwise disclosed to CUSTOMER. All CUSTOMERS are expected to be courteous to the other CUSTOMERS 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, including neighbors of MISFIT RANCH. Additionally, CUSTOMERS are expected to keep the tack rooms, grooming areas, any common areas, any parking areas, arenas, round pens, or other facilities at MISFIT RANCH free from trash, manure or debris, and to otherwise take reasonable steps to avoid causing unclean, disorderly or unsafe condition to exist at MISFIT RANCH. CUSTOMER acknowledges and understands that stall cleaners and maintenance personnel work for MISFIT RANCH and their duties are assigned by MISFIT RANCH, not the CUSTOMER. Any maintenance issues should be brought to the attention of MISFIT RANCH'S management. In an emergency, MISFIT RANCH'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 MISFIT RANCH'S tack, equipment or vehicles. CUSTOMER may also be financially responsible for any damages to any other CUSTOMER/client/guest property and will address that directly with that person.

_____ 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 MISFIT RANCH with not less than thirty (30) days' prior written notice before permanently removing a horse(s) from MISFIT RANCH. 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. MISFIT RANCH 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). MISFIT RANCH reserves the right to terminate any boarding agreement at any time. Within thirty (30) days of the termination of this boarding agreement, MISFIT RANCH will provide to CUSTOMER a pro-rated reimbursement of any portion of the prepaid boarding fees applicable to the period after such termination. MISFIT RANCH 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 MISFIT RANCH. 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 MISFIT RANCH and any successor in interest.

_____ 12. The CUSTOMER agrees that when their horse(s) is (are) permanently removed from MISFIT RANCH'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 MISFIT RANCH. 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 MISFIT RANCH will become the property of MISFIT RANCH. Any padlocks left on tack trunks or lockers will be removed by MISFIT RANCH personnel and the contents will remain the property of MISFIT RANCH.

_____ 13. In the event that the CUSTOMER breaches this agreement, the CUSTOMER agrees to pay any and all fees charged to MISFIT RANCH 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 MISFIT RANCH 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 most 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 MISFIT RANCH shall be resolved through binding arbitration in Larimer 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 MISFIT RANCH, 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 MISFIT RANCH 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 Larimer County, Colorado, if MISFIT RANCH 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, MISFIT RANCH 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/GUARDIAN SIGNATURE, individually and on behalf of any child under 18 years of age.

DATE

MISFIT RANCH AGENT SIGNATURE

DATE

Please print clearly. (If under 18, please provide contact for PARENT)

PRINT CUSTOMER'S NAME: _____

Email: _____

Cell Phone: _____

Alt. Phone: _____

Alt. Phone: _____

Street Address: _____

City, State, Zip _____

PRINT CHILDREN'S NAME(S) (If applicable): _____

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PRINT EMERGENCY CONTACT'S NAME: _____

Cell Phone: _____

Alt. Phone: _____

Alt. Phone: _____

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, MISFIT RANCH will contact their own veterinarian of choice at CUSTOMER'S expense.

Owner shall update the information below for each horse boarded at MISFIT RANCH.

Please note that we do NOT ACCEPT STALLIONS.

Horse #1 Name: _____

Breed: _____

MARE or GELDING or STALLION (circle one)

Value is over \$7,500? Y / N (circle one)

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

Insurance Company: _____

Phone Number: _____

Year of Birth: _____

Color and Markings: _____

Prior Medical:

Horse #2 Name: _____

Breed: _____

MARE or GELDING or STALLION (circle one)

Value is over \$7,500? Y / N (circle one)

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

Insurance Company: _____

Phone Number: _____

Year of Birth: _____

Color and Markings: _____

Prior Medical:

Horse #3 Name: _____

Breed: _____

MARE or GELDING or STALLION (circle one)

Value is over \$7,500? Y / N (circle one)

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

Insurance Company: _____

Phone Number: _____

Year of Birth: _____

Color and Markings: _____

Prior Medical:

Horse #4 Name: _____

Breed: _____

MARE or GELDING or STALLION (circle one)

Value is over \$7,500? Y / N (circle one)

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

Insurance Company: _____

Phone Number: _____

Year of Birth: _____

Color and Markings: _____

Prior Medical:

I CERTIFY ALL INFORMATION ABOUT EACH HORSE IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE OF OWNER

DATE