

**COPPER KETTLE RANCH, LLC
FEE AGREEMENT**

COPPER KETTLE RANCH, LLC
and on behalf of its managers, members, officers, agents,
employees, contractors, subcontractors and assignees,

Customer:
Name: _____
Address: _____

Home# _____
Work # _____
Cell # _____
Email _____

Thank you for choosing Copper Kettle Ranch, LLC, to assist you with boarding, training, and/or lessons. This Agreement is made between Copper Kettle Ranch, LLC, and Customer named above.

1. **Fees:** Attached to this letter are our schedule of fees that describe our policies and procedures for billing our customers. 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 one or more statements describing our services rendered and separately showing disbursements and other charges. Due to the nature of showing, 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. In addition, our employees, contractors, and subcontractors may invoice you separately for their services provided under the terms of this Agreement and schedule of fees. We will expect your invoices to be paid monthly as they are billed to you. A finance charge of 1-1/2 percent per month, or 18 percent a year, compounded monthly, is assessed for accounts not paid within 15 days. 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 Copper Kettle Ranch, LLC, reasonable attorney fees and costs.
2. **Right of Lien:** Copper Kettle Ranch, LLC, has the right of an agister's lien as set forth by the Colorado Revised Statutes for the amount due for board and additional services and shall have the right, without process of law, to retain your horse(s) until the indebtedness is satisfactorily paid in full, together with any fees, costs and/or attorney's fees.
3. **If Boarding, Care of Horses:** Supplements and vitamins, if required, are to be supplied by the Customer or, if purchased by Copper Kettle Ranch, LLC, will be billed to Customer or paid in advance by Customer, as Copper Kettle Ranch, LLC, deems appropriate. Stabling assignments, turn-out times, and paddocks used, will be decided by Copper Kettle Ranch, LLC. Copper Kettle Ranch, LLC, agrees to assist the customer in establishing a program of hoof care and deworming consistent with recognized standards, which will billed to

Customer or paid in advance by the Customer, as Copper Kettle Ranch, LLC, deems appropriate. Copper Kettle Ranch, LLC, has the permission of Customer to request a veterinary visit or request the services of a farrier. This will be done at Customer's expense. In an emergency, Copper Kettle Ranch, LLC, will make every effort to reach Customer. Any decisions made by Copper Kettle Ranch, LLC, in the absence of Customer, will be made in the best interests of the horse. Any veterinary charges are the responsibility of Customer, who will be billed directly by the veterinary clinic for any charges, or if Copper Kettle Ranch, LLC, has paid the same will be billed to Customer.

4. **Termination:** As boarding charges are incurred the first day of each month in advance for the entire month, written notice of at least 30 days prior to the first of the month (i.e., notice on April 15 will be effective May 30) shall be submitted to Copper Kettle Ranch, LLC, will be required to terminate any boarding agreement. Any shorter notice will result in boarding charges for the month of the notice and the following month. Copper Kettle Ranch, LLC, reserves the right to terminate any boarding agreement with thirty day's notice to Customer.
5. **Damages:** Customer is financially responsible for any and all damages caused by their horses to the stable, to the property, or to Copper Kettle Ranch, LLC, tack and equipment.
6. **Liability:** Copper Kettle Ranch, LLC, will provide ordinary care to the horse while on the premises. However, Copper Kettle Ranch, LLC, is not liable for injuries to the horse, Customer, or Customer's guests as more fully described in our General Release form. Customer must take all reasonable care when on the premises, including the wearing of an approved safety helmet when riding said horse. Customer will have the use of an unlocked tack room to store their equipment. Copper Kettle Ranch, LLC, management, and staff will not be responsible for lost or stolen articles. Customer must tidy Copper Kettle Ranch, LLC, equipment and premises after use.
7. **Hours:** The property is open during hours posted by Copper Kettle Ranch, LLC. Customer must seek permission of Copper Kettle Ranch, LLC, to be on the premises outside of posted hours. By agreeing to this Agreement, you are also agreeing to follow our Stable Rules as may be posted at the facility.
8. **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 services, obligations reflected in this Agreement, or other aspects of our contract that Customer has or may bring against Copper Kettle Ranch, LLC, shall be resolved through binding arbitration in Douglas County, Colorado in accordance with the rules then in effect of the American Arbitration Association, and judgment 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 to indemnify, defend, and hold harmless Copper Kettle Ranch, LLC, against any claims made by third parties and all those related by this Agreement from any expenses, damages or judgments, including legal expenses and attorney's fees, resulting from such claims. Nothing in this Agreement prohibits Copper Kettle Ranch, LLC, 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, as may election, in its sole discretion, and Customer consents to the jurisdiction of the court in Arapahoe County, Colorado.

9. **Attorneys' Fees:** If any controversy, dispute, or claim arises between us concerning our fees, charges, performance of legal services, or other aspects of our representation, Copper Kettle Ranch, LLC, will be entitled to recover from Customer all costs and expenses it incurs in bringing and prosecuting or defending any litigation or arbitration, including reasonable attorneys' fees and costs, including arbitration fees and costs.
10. **Agreement:** This Agreement and any attachments constitute the entire Agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of this agreement unless reduced to writing and signed by both parties.

WARNING-UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY 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.

DATE

PRINT NAME

SIGNATURE

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

(NOTE: We ask that you provide us with a copy of your Registration Papers, Brand Inspection, and Health Certificate/Coggins, upon your presentment of a horse). (Updated 2018_12)

Copper Kettle Ranch, LLC: Schedule of Fees January 1, 2023

Private Stall Boarding per Horse

Includes twice daily hay/alfalfa mix feeding, heated automatic waterer, daily stall cleaning, & monthly feeding of Sand Clear

12x19 Box Stall with 12x30 Run.....	\$575/Month
12x12 Box Stall with 12x30 Run.....	\$525/Month
60x30 Exterior Pen with Shelter	\$475/Month
Twice Daily Feeding of Supplements ¹	\$40/Month
Short Term Feeding of Supplements ¹	\$2.50/Day
Daily Turn-Out.....	\$60/Month
Blanketing of Horses.....	\$2.50/Day

(Copper Kettle Ranch, LLC to Establish Blanketing Conditions)

Group Pasture Boarding per Horse

Includes twice daily hay/alfalfa mix feeding, heated automatic waterer, weekly pen cleaning, & monthly feeding of Sand Clear.

200x200 Pen with Shelter.....	\$425/Month
Blanketing of Horses.....	\$3.00/Day

Horse Must be Easy to Catch and Blanket
(Copper Kettle Ranch, LLC to Establish Blanketing Conditions)
Currently Daily Feeding of Supplements is Not Available for Pasture Board

Lessons

60 Minutes. Trailer in or Lessons at your Facility (Lessons at your Facility Include a Travel Charge). \$5 per Lesson for use of a Copper Kettle Ranch, LLC Horse

Riding or Ground Lesson	\$60
Reining Lessons	\$75
Problem Horse Lessons.....	\$75
Trailer Lessons.....	\$75

Training

Includes Stall Board, Training, and a Weekly Lesson per Horse

Horse Starting	\$1,100/Month
Problem Solving	\$975/Month
Tune-Up	\$900/Month

Discount for the Following

Only one discount type can be used per item

10% Discount: Buying Lessons in Bundles of 10 or More
10% Discount: 4H Members and Military Members
5% for Discount: Boarding more than 4 horses

**ALL HORSES REQUIRE A CURRENT NEGATIVE
COGGINS AND HEALTH PAPERS.**

Rehabilitation Services

Includes Box Stall Board, Daily Hand Walking, Bandaging, Holding for the Vet or Farrier, and Feeding Owner Supplied Supplements and Medications. (Evaluations on Price will be Conducted prior to Starting Rehabilitation Depending on Care Required)

Rehabilitation Basic Level\$1,250/Month

Breeding/Foaling Services

Breeding and Foaling Services will be Evaluated Price Agreed Upon depending on Care Required.

(Foaling Services Includes a 12x19 Box Stall.)

1 and 2 Year Old Sales Preparation

Includes Stall, Nutrition, Exercise, Grooming, Handling, and Photo and Video Preparation³ (% of Sales Price can also be Negotiated)

Sales Prep (Includes Pasture Board)	\$800/Month
Sales Prep (Includes Box Stall).....	\$900/Month

Other Services

Green Pasture Turn-Out During the Summer.....	\$95/Month
(With up to 10 horses as Grass Conditions Allow)	
Holding the Horse for Vet, Farrier, or Dentist.....	\$25/Hour
Bandaging Horse (Plus the Cost of Supplies).....	\$40/Time
Grooming/Exercising 2x per week	\$100/Month
Grooming.....	\$30/Hour
Vaccinations (Plus the Cost of Supplies).....	\$20/Time
Overnight Stall Stabling per Horse.....	\$50/Night
(Includes Trailer Parking, Shavings, and Horse Water.)	
Overnight Round Pen or Arena Stabling per Horse....	\$45/Night
(Includes Trailer Parking and Horse Water.)	
30 AMP Hookup for the Trailer.....	\$45/Night
Travel Charge ²	\$1.10/Mile
(Minimum Charge of \$10, Miles are Round Trip)	
Washing Horse Blankets with Fill	\$35/Item
Washing Stable/Turnout Sheet/Cooler/Liner.....	\$25/Item
Cleaning/Conditioning of Tack.....	\$30/Hour
Renting of the Outdoor Arena (136x230)	\$30/Hour
Insurance Provided by the Renter for Lessons	
Rates for renting the arena or facility for Events will be negotiated per event	
Trailer Parking (Owner to Provide Insurance)	\$50/Month

Notes:

1. Owner to Provide All Supplements. Maximum of 3
2. Google Maps is used to calculate miles from Copper Kettle Ranch, LLC
3. Does not include the cost of the photographer.