



Shellbird, Inc.
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Silt, CO 81652
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EQUINE CARE & SERVICES AGREEMENT

Please read carefully before signing.

This Equine Care & Services Agreement ("Agreement") is entered into this _____ day of _____, 20____, by and between SHELLBIRD INC., also known as Rising Hearts Ranch ("Shellbird"), whose address is 0295, County Road 262, Silt, Colorado 81652 (the "Facilities"), and _____ ("Owner"), whose address is _____ State: _____ Zip: _____
Main phone: _____ Billing Address: _____
City: _____ State: _____ Zip: _____
Email: _____ Mobile: _____

RECITALS

A. Owner is the owner of the following (the "Horse"):

Registered Name: _____
Barn Name: _____
DOB: _____
Color: _____
Breed: _____
Registration No.: _____

B. Owner desires to board the Horse with Shellbird.

C. Shellbird and Owner agree to board the Horse under the terms and conditions set forth herein.

AGREEMENT

1. Shellbird agrees to board, feed and water the Horse. The feeding program shall be developed by Shellbird according to generally accepted animal husbandry standards.
2. Owner agrees to pay Shellbird a daily boarding fee in the amount of \$_____. The boarding fee, together with any and all payments and fees due and owing under this Agreement shall be paid by Owner on or before the 5th day of each month. Shellbird may change the amount of the monthly boarding fee with no advance notice of the change.
3. Owner shall pay a late fee in the amount of 15% on all amounts not paid on or before the 5th day of each month. In addition, any amount not paid within 30 days of its due date shall accrue interest at the rate of 1.5% per month.

4. Owner shall be responsible for paying for all deworming, dental care, veterinary care, farrier care, exercise and other care which is reasonably necessary for the Horse.
5. In the event that Shellbird determines, in its sole discretion, that the Horse is in need of deworming, dental care, farrier care or veterinary care, Shellbird may authorize such deworming, dental care or veterinary care for the Horse. So long as Owner is otherwise in compliance with all of the terms and conditions of this Agreement, Shellbird shall attempt to notify Owner in advance that it is providing such services for the Horse. Whether or not Owner receives notice of the provision of such care, Owner shall be responsible to pay for all such services provided.
6. Should Shellbird incur any expenses in connection with the provisions of any services under this Agreement, either at the direction of Owner or as Shellbird determines may be necessary for the Horse, Owner shall reimburse Shellbird for all such expenses.
7. Owner represents and warrants that the Horse is free of all communicable diseases upon the delivery of the Horse to Shellbird. On or prior to arrival, Owner shall provide a record of current vaccination for Rhinopneumonitis, Strangles, Equine Influenza, Tetanus, West Nile, Eastern and Western Equine Encephalitis, Rabies and a negative Coggins test performed within six (6) months prior to arrival. If the Horse arrives without records of such vaccinations and tests, Shellbird may, at its option, accept the Horse, not accept the Horse, or provide the vaccinations and tests within 24 hours of arrival at Owner's expense. Shellbird does not warrant that any such vaccinations will provide the anticipated immunity and shall not be responsible for its failure to provide any vaccinations.
8. Owner warrants that he/she/it owns the Horse.
9. Owner represents and warrants that Owner has inspected and/or has adequate information about the Facilities and approves and accepts the Facilities for the breeding, boarding, feeding, watering, conditioning, exercising, riding, or transporting of the Horse.
10. Owner is well aware of the risks involved in equine activities, and by execution of this Agreement hereby assumes those risks and releases Shellbird, its owners, agents, affiliates and employees from any liability for any sickness, disease, astray, theft, death, accident, injury or loss of the Horse while in the care, custody or control of Shellbird or while in
11. Transportation by or procured by Shellbird. Owner hereby releases Shellbird, its owners, agents, affiliates and employees for any other losses, damages or injuries arising out of or in connection with the breeding, boarding, training, feeding, watering, conditioning, exercising, riding, transporting or other services pursuant to this Agreement. Owner fully understands, authorizes and assumes the risk inherent with breeding, boarding, training, feeding, watering, conditioning, exercising, riding, or transporting horses. Shellbird shall not be liable for any personal injury or disability that Owner or his/her/its agents, representatives, guests or family members may receive. Owner agrees to indemnify and hold Shellbird harmless from any claim against Shellbird, its owners, agents, affiliates and employees arising from or connected with Owner's participation in equine activities or this Agreement. Owner understands that Shellbird does not provide any public liability, accidental injury, theft or equine insurance on the Horse and that all risks connected with the breeding, boarding, training, feeding, watering, conditioning, exercising, riding, transporting or provision of any other services to the Horse shall be borne solely by Owner.
12. Unless otherwise agreed in writing, Owner shall not be allowed to remove the Horse from the Facilities or Shellbird's care unless all amounts due and owing under this Agreement are paid in full.
13. Owner grants Shellbird alien upon and security interest in the Horse to secure all obligations and amounts due under this Agreement or any other agreement with Shellbird or any of its

- owners or affiliates. Shellbird may, at any time until amounts due hereunder are fully paid, file a photocopy of this Agreement in the county and state in which it believes the Horse is kept or where Owner resides, and in so filing the copy shall be effective as a financing statement; provided, however, possession of the Horse shall also constitute perfection by possession under the Uniform Commercial Code. At any time Owner's balance is unpaid for thirty (30) days or Owner is otherwise in default of this Agreement or any other agreement with Shellbird or any of its owners or affiliates, Shellbird may foreclose its security interest in the Horse. Ten (10) days notice shall be deemed reasonable notice for any foreclosure sale.
14. Failure to pay any charges or fees may result in the Horse being sold in accordance with the agistor's lien law, pursuant to Colorado Revised Statutes, § 38-20-101 *et seq.*, or other applicable law.
 15. This Agreement contains the entire understanding and agreement of the parties concerning the subject matter of the Agreement and may be modified only in a writing which specifically references the Agreement and which is signed by the parties to this Agreement.
 16. This Agreement is non-transferable and non-assignable without the prior written consent of Shellbird.
 17. Shellbird may refuse to provide service under this Agreement for any reason, including, but not limited to the Horse's poor health, unsoundness, dangerous propensities, habits and/or vices, and/or the Owner's refusal to obey Shellbird's rules or to cooperate with reasonable requests relative to the management, welfare and safety of the Horse, other animals and/or people at the Facilities or elsewhere.
 18. Owner agrees to be responsible for any damages, injury or loss of life caused by or to the Horse while in the care, custody and control of Shellbird, its invitees, handlers or agents, and also for acts of the Horse caused by its vices or behavior. Owner is also responsible for accidents, injuries and loss of life sustained by Owner, its invitees and agents. Owner agrees to at all times maintain adequate liability and medical insurance to cover Owner, Shellbird and others.
 19. Owner understands and acknowledges that equine activities involve certain known and unknown risks which could result in injury, death, illness, disease, or other damage to Owner, Shellbird or to third parties. Owner understands and acknowledges that these risks may result in claims against Owner, Shellbird or others. Among these risks are: (1) the nature of the activity itself; (2) the acts, omissions or negligence of Owner, Shellbird or others; (3) latent or apparent defects or conditions in the equipment, tack or the property supplied by Owner, Shellbird or others; (4) weather conditions; (5) contact with plants or animals; (6) Owner's own physical condition; (7) the surface and subsurface condition of arenas, roads, trails, waterways, or terrain, and accidents connected with their use; (8) the first aid, emergency treatment or other services rendered; (9) the general unpredictability of equine and their propensity to behave in ways that may result in injury, harm or death to persons on or around them; (10) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals; and (11) collisions with other animals or objects. Owner understands and acknowledges that the above list is not complete or exhaustive, and that equine activities may involve other risks, known or unknown, anticipated or unanticipated.
 20. Owner agrees that Owner has been fully warned by Shellbird that all horse handlers and riders should obtain and wear protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F1163 equestrian helmet while riding and being near horses. Owner understands that the wearing of such headgear at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death as the result of a fall and other occurrences.

21. Any action or claim brought by Owner against Shellbird for breach of the Agreement or any other claim related to the Agreement must be brought within three (3) months of the date such claim or loss occurs.
22. This Agreement shall be construed and governed by the laws of the state of Colorado. In the event there is any action to enforce the Agreement or to seek legal remedies thereunder, the parties agree to the exclusive jurisdiction and venue of the District Court for the City and County of Denver, Colorado. However, Shellbird may commence actions in other jurisdictions as may be necessary to enforce its lien or collect any judgment. The prevailing party in any such action shall be entitled to recover all costs, expenses and attorneys fees incurred therein.
23. The invalidity or unenforceability of any of the terms or provisions of this agreement shall not affect the enforceability or validity of the remainder.

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 INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

“Owner” Printed Name

“Owner” Signature

“Shellbird”

“Shellbird” Signature

SHELLBIRD, INC.
