



EAGLE COUNTY FAIRGROUNDS OVERNIGHT BOARDING AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between Eagle County, Colorado (the “County”) and _____ (the “Owner”).

WHEREAS, County owns and operated certain lands and facilities known as the Eagle County Fairgrounds (the “Fairgrounds”) for the general benefit and enjoyment of the residents of Eagle County; and

WHEREAS, Owner desires to use certain portions of said facilities and grounds for the purpose of boarding animals overnight; and

WHEREAS, County and Owner intend that this Agreement govern the relationship between the parties with respect to the boarding of Owner’s animals at the Fairgrounds.

NOW THEREFORE in the consideration of the mutual covenants, agreements and stipulations hereafter set forth, the parties agree as follows:

1. FEES, TERM, AND LOCATION.

- A. Owner acknowledges and accepts those terms set forth in the fee schedule applicable on the date above as contained in the **Eagle County Fairgrounds Policies and Procedures Manual**, and as may be adjusted from time to time by the County. The County reserves the right to notify Owner at any time if the animal, in County’s sole discretion, is deemed to be dangerous or undesirable for boarding. In such case, Owner shall be solely responsible for removing the animal within 6 hours of said notice and Owner shall be responsible for all fees incurred during the animal’s presence upon the premises.
- B. The boarding fee and a damage deposit of **\$25.00** are due upon execution of this Agreement. The damage deposit, less any deductions permitted in accordance with this Agreement, shall be refunded to Owner within 45 days of the date of completion of this Agreement.
- C. Boarding in excess of one night is not permitted without the prior written approval of the Fairgrounds Office. Advance reservations are preferred. If arriving after-hours, Owner agrees to put this signed Agreement and required payment in an envelope in the payment box located outside the stalls.

D. Animals may be boarded in the Barn Stall only. Animals shall not be permitted to be kept or stalled in the Indoor or Outdoor Arenas. Owner is responsible for providing clean shavings for each stall or holding pen. Owner is further responsible for the daily cleaning of stalls and holding pens, and for leaving all stalls and pens in a clean and undamaged condition. Cleaning and damage expenses shall be deducted from the damage deposit and/or additional charges shall be assessed to the Owner in the event the stall or pen is not left in a clean and undamaged condition. In the event Owner fails to clean any stall or pen, the County will assess Owner a fee of \$20.00/day per stall or \$5.00 per horse using a pen. Any such fees shall be deducted from the damage deposit and/or paid by Owner upon demand.

2. DESCRIPTION OF ANIMAL(S) TO BE BOARDED. Upon execution of this Agreement, Owner agrees to submit a fully completed Owner Information Sheet for each animal boarded. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner. The Owner Information Sheet is attached hereto as Exhibit A.

3. FEED AND SERVICES. Owner is responsible for providing adequate feed for normal and reasonable care required to maintain the health and well-being of the animal(s) boarded. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. Owner acknowledges that the County will not provide feed or any services for the animal(s). There is no overnight security on the Fairgrounds and animals are left at their own risk. Locking the stall doors is not permitted by order of the Eagle County Fire Marshall.

4. RISK OF LOSS AND STANDARD OF CARE.

- A. During the time that the animal (s) is/are on the fairgrounds property, the county shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the animal (s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said animals (s). This includes, but is not limited to, any personal injury or disability the animal's owner, or owner's guest, may receive on stable's premises. Nothing herein shall be construed as a waiver of any immunity at law, including immunity granted under the Colorado Governmental Immunities Act.
- B. The Owner fully understands that County does not carry any insurance on any animal(s) for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the animal(s) are on the premises of the County are to be borne by the Owner. The County strongly recommends that the Owner obtain equine mortality insurance applicable to the subject animal(s).

5. HOLD HARMLESS. The Owner shall, to the fullest extent permitted by law, indemnify and hold harmless the County and any of its officers, agents and employees against any losses, claims, damages or liabilities for which the County or any of its officers, agents, or employees may become subject to, insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, this Agreement, or from any damage or injury caused by Owner's animal(s) to anyone, or are based upon any performance or nonperformance by Owner

hereunder; and Owner shall reimburse the County for any and all legal and other expenses incurred by the County in connection with investigating or defending any such loss, claim, damage, liability or action. Owner agrees to disclose any and all hazardous or dangerous propensities of the animal(s) boarded with the County.

6. OWNERSHIP/HEALTH. Owner warrants that it owns the animal(s) it desires to board, and will provide proof satisfactory to County upon request of a negative Coggins test performed within twelve (12) months of the date Owner desires to board its animal(s) and proof of current vaccinations as required by the County. Owner further warrants that the animal(s) are in good health and pose no threat to any other livestock on the Fairgrounds property. In the event someone other than the Owner shall attempt to remove the animal(s) from the Fairgrounds, such person shall have written authority signed by the Owner to obtain said animal(s).

7. CHANGES OR TERMINATION OF THIS AGREEMENT. This Agreement may be terminated at any time by County for any reason and without penalty, regardless of the rental period. The posting of updated feeschedules in a conspicuous or open place on the Fairgrounds or the Fairgrounds Manager's office shall constitute notice of any and all fee changes or regulation changes as may be deemed appropriate by the County.

8. RULES AND REGULATIONS. The Owner agrees to abide by all the rules and regulations of the Fairgrounds. Owner agrees its guests and invitees will be bound and abide by these rules, and accepts responsibility for the conduct of its guests and invitees according to these rules.

9. PROPERTY IN STORAGE ON STABLE'S PREMISES. Owner may store certain tack and equipment on the Fairgrounds premises at no additional charge to Owner. However, the County shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored on the Fairgrounds or in any pens or stalls as same is stored at the Owner's risk. The County shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment used at horse shows or clinics.

10. VEHICLES. Vehicles used for transporting animals and which are stored upon the Fairgrounds premises will be subject to a **\$20.00/day** storage cost. Please provide vehicle identifying information on Exhibit A.

11. INHERENT RISKS AND ASSUMPTION OF RISK. The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

12. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Colorado, and shall be enforced and interpreted in accordance with the laws of said State.

13. SEVERABILITY. In the event one or more parts of this Agreement are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

14. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Colorado and the parties hereby agree to submit to the jurisdiction of the courts thereof. Venue shall be in the Fifth Judicial District for the State of Colorado.

EQUINE AND LLAMA LAW

“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.”

“WARNING: Under Colorado Law, a llama professional is not liable for an injury to or the death of a participant in llama activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.”

Eagle County

By:

Its:

Signature of Owner (or Authorized Agent)

FOR OFFICE USE ONLY

Amount Paid: _____ **Cash or Check:** _____

Assigned Stall Space: _____

Overnight Stay from: _____ **to** _____

EXHIBIT A
OWNER INFORMATION SHEET

Name _____ **please print**

Address _____

City/State/Zip _____

Phone Number(s) where you can be reached _____

Vehicle Plate # _____ State: _____

Number of Animals to be boarded _____

Type of Animals to be boarded _____

Brand Mark (if available) _____

Description of Horses

Age:

Color:

Registration/Tattoo

Sex:

Breed:

Number (*if applicable*):

Insurance Carrier, Policy and phone number (*if applicable*):

Trailer Make & Model (if left on property) _____

Trailer Plate Number (if applicable) _____