

WILLOW BROOK METROPOLITAN DISTRICT

SERVING THE RUBY RANCH, SUMMIT COUNTY, COLORADO

DISTRICT MANAGEMENT

Conner W. Shepherd, Ph.D.
 Circuit Rider of Colorado, LLC
 P.O. Box 4610
 Parker, CO 80134
 303-482-1002

STABLE MANAGEMENT

Glenn Morse
 970-406-0728

BOARDING AGREEMENT RUBY RANCH

THIS AGREEMENT is entered into this ____ day of _____, 200__ , between the Willow Brook Metropolitan District (“District”) and _____ (“Boarder”).

GENERAL INFORMATION

1. The District owns certain facilities which it operates for the property owners on the Ruby Ranch. Those facilities include irrigated meadows and a stable (Ranch Equestrian Facilities).
2. The Ranch Equestrian Facilities are for the use and benefit of the ranch owners. The District has the authority to charge a fee to assist in the operation of those facilities.
3. A Boarder may be a non-property owner of the Ruby Ranch who owns or leases a horse(s) for his or her own personal use and desires to obtain a stall for the horse(s) and/or the use of the ranch’s common meadow for pasturage.
4. The District is willing to provide a stall and/or pasture for the Boarder’s horse(s) subject to the terms and conditions hereof.

TERMS AND CONDITIONS

The following terms and conditions will govern conduct under this Agreement:

1. The Boarder agrees to abide by any rules or regulations adopted by the District concerning the ranch and the Ranch Equestrian Facilities including those attached as Exhibit A.
2. The District's Boarding Policy is on a first come - first served basis. However, in the event that a ranch property owner desires to rent a stall(s), the most recent non-ranch property owner Boarder shall be required to vacate the rented stall(s) within 120 days of written notice by the District.
3. The Boarder agrees to pasture only those horses which are owned or leased by the Boarder for his or her personal use. A bill-of-sale or written lease will be required upon execution of this Agreement. The use of the Ranch Equestrian Facilities by persons who are not Boarders or Ranch property owners is not permitted unless they are the guest of and accompanied by a Boarder.
4. The Boarder is responsible for the maintenance of the stall rented hereunder, including any and all damage caused by the Boarder's horse(s). Failure to maintain a stall area, failure to promptly repair damage caused by the Boarder's horse(s) or refusal to reimburse the District fully for the costs of any damage incurred in the stall or around the stable by a Boarder's horse(s) will result in termination of this Agreement.
5. The Boarder shall be responsible for the health and well being of his or her horse(s) including all necessary feed (other than hay), veterinary care, and testing while using Ranch Equestrian Facilities.
6. The District will provide an area for disposal of manure and used bedding and will provide stall cleaning once a day. The Boarder is responsible for keeping clean any alleyways, paddocks, arena, and saddling areas soiled by his or her horse or activities. Failure to comply with these conditions can result in the termination of this Agreement.
7. By execution of this Agreement, Boarder certifies that the Boarder's horse(s) have been properly vaccinated. Boarder further agrees to keep his or her horse(s) vaccinations up to date. Vaccination certificates may be required, and shall be promptly delivered to the Stable Manager. Failure to comply with this condition can result in termination of this Agreement.
8. The Boarder agrees to pasture the horse(s) covered by this Agreement only in those pastures designated by the District. The Boarder acknowledges that the District is seeking to manage the grazing on the ranch meadows which may require the movement of horses from meadow to meadow throughout the grazing season. There is no promise or agreement granted hereby to utilize the meadow immediately adjacent to the Stable (Tract K) on a permanent or ongoing basis if the grazing plan requires that it be rested.

9. The Boarder agrees to use only those areas in the stable designated by the District for storage of hay, feed, supplies and tack.
10. The Boarder agrees to use only those electrical devices within the stable as may be approved by the District. The District assumes no responsibility for the use of electrical devices in or near the stable.
11. It is the intent of the District to minimize the storage of any trailers in the vicinity of the Stable and a separate approval is required if trailer storage is desired. A trailer may be parked for 24 hours with the Stable Manager's prior permission if space is available.
12. In exchange for the use of a stall at the ranch stable and/or grazing on the ranch public meadows, the Boarder agrees to pay a monthly rent, as specified in Exhibit A, to the District due in the District Manager's office by the first of the month. This fee is for stall rental and/or grazing including hay and turn out in the morning and bringing in the horse at night. It does not include bagged feed or animal health care. Water and electricity are provided.
13. The Boarder agrees not to engage in any behavior that may be considered to be detrimental, disruptive, or may interfere with the Stable Manager and his/her staff from effectively performing his/her duties.
14. The Boarders may use the contact list to contact other Boarders for the purpose of asking for cooperation in the care of their horse[s], for emergency purposes or for organizing a ride together. Any other use of the contact list is not permitted.
15. The District may amend this Agreement from time to time by giving the Boarder at least 30 days written notice of such amendment.
16. If a Boarder wishes to file a complaint, he/she must adhere to the following: All complaints must first be directed to the Stable Manager. If the Stable Manager and/or the Boarder do not believe the issue has been resolved, the complaint must be sent to the District Manager for resolution. If resolution is not made at this point, the Manager will refer the complaint to the Stable Committee. The Stable Committee may make a determination in the matter or ask the Board of Directors of the Willow Brook Metropolitan District to be the final arbiter. At the Board's discretion, if it chooses not to hear the matter, the decision of the Stable Committee will be final.
17. The term of this Agreement shall be for one year from the date of execution hereof. This Agreement is not transferable. If either party desires to cancel this Agreement, they may do so as follows:

a. The Boarder may cancel this Agreement by giving the District at least 30 days notice of intent to cancel and paying the rent provided in paragraph 11, above, through the end of the month that includes the date of cancellation.

b. The District may cancel this Agreement by providing the Boarder at least 30 days notice of intent to cancel. In addition, the District may cancel this Agreement for cause should the Boarder fail to comply with any of the terms and conditions above-stated. If the District cancels this Agreement for cause, it shall provide the Boarder with a written statement of the actions or failure to act constituting that cause and shall provide the Boarder with 14 days in which to relocate the horse(s) that are the subject of the Agreement.

WILLOW BROOK METROPOLITAN DISTRICT

By: _____

Title: _____

BOARDER SIGNATURE _____

Printed name: _____

Phone Number: _____

Address: _____

Stall # _____ , Horse name and description: _____

Boarding Agreement Ruby Ranch

EXHIBIT A

1. Absolutely no smoking in or near the stable.
2. Children less than 16 years of age must be accompanied by an adult and closely supervised at all times. Younger children must have written approval from their parents and advance approval from the Stable Manager in order to be unaccompanied by an adult.
3. Dogs will be allowed in the stable area only at the discretion of the Stable Manager. Dogs must be under voice control or leashed. Visitors are not allowed to bring their dogs to the Stable. Boarders' dogs must be leashed while riding on the Ranch roads. It is the Boarder's responsibility to be aware of USFS rules regarding dogs on the trails. Be aware that the Sheriff has the right to shoot any dog seen chasing wildlife.
4. Do not obstruct the stable area, keep the front area clear.
5. Horse owners must clean up after themselves, their horses, and those who work on their horses.
6. Any work done by a veterinarian or farrier must be done in the stable area, not on the ranch roads or in the pasture.
7. All vehicles must be parked at the stable. Do not park on roadways or at pasture entrances.
8. If it is necessary for you to catch your horse in the pasture, bring it to the stable for saddling and grooming.
9. Do not ride on private property or in the middle of roadways. Traffic shall not be interfered with. The District will designate the route to be used in accessing the National Forest.

10. Do not feed horses in front of the overhead stable doors.

11. Keep all tack, grooming equipment and other supplies in the assigned tack room. The District is not responsible for lost or stolen items.

12. MONTHLY FEES:

Type	Non-resident	Resident
Stall with run	\$390	\$360
Stall without run	\$360	\$330
Pasture board	\$225	\$200

A. The feeding of any supplemental or special feed furnished by Owner will be subject to an additional charge of \$30/month and will be fed only at morning and evening feeding times.

B. Blanketing is available at \$50/month.

13. PAYMENT: Check shall include a memo with the name of the horse, the month that payment is for and the stall number.

14. Additional services that a Boarder may want outside of what is specified above shall be negotiated between the Boarder and the Stable Manager.

END OF AGREEMENT