2026 BREEDING & BOARDING SERVICES CONTRACT

This 2026 Breeding & Boarding Service Agreement is made and entered into this ____ day of _____, 2026 (the Agreement), between Bar E North Breeding & Performance Horses, LLC (Bar E North), a Colorado limited liability company, and the Owner whose name, address, telephone number, and email address are included below:

Name: _____

Address: _____

Tel: _____

Email: _____

1. Bar E North agrees to board and feed the horse(s) of Owner, which are identified on the Mare & Stallion Arrival Information Form(s) attached hereto, for $35 per day (the Boarding Fee). A feeding program shall be developed in keeping with generally accepted health and maintenance principles. There will be 30-day notice of any price changes to the Boarding Fee.

2. Bar E North agrees to provide Owner stated stallion and mare management services (Breeding Services Fees), along with necessary veterinary medical services related to reproductive-management services rendered.

3. Owner agrees to pay the Boarding Fee and all Breeding Services Fees to Bar E North upon receipt of the invoice for such services. With the execution of this Agreement, Owner also agrees that they have read and understand the attached 2026 Breeding Price List. Owner also agrees and understands that the 2026 Breeding Price List is not a comprehensive list of the services provided by Bar E North and additional charges not listed on the schedule may apply. Further, Owner understands that, in providing reproductive-management services, veterinarians working with Bar E North to provide such services may deem it necessary to perform veterinary procedures consistent with the practice of reproductive medicine. These veterinary medical services will be separately itemized on Owner's invoice, and Owner agrees to pay for such services.

4. A deposit in the amount of $600.00 per horse will be paid at, or prior to, each horse's arrival at Bar E North. This serves as a reservation deposit and will be applied to board and breeding charges accrued by Owner while their mare or stallion is at Bar E North. All amounts due to Bar E North shall be paid in full before the horse(s) will be released to Owner for removal from Bar E North premises. Owner hereby grants Bar E North an agistor lien as permitted pursuant to Colo. Rev. Stat. § 38-20-201. If the horse is abandoned, Bar E North may exercise other remedies provided for abandoned livestock. In the event any amount is delinquent more than sixty (60) days, including late charges, Bar E North may foreclose its lien on the horse(s) and tack. Any amounts from the sale or other disposition, more than the amount due plus interest (18% per annum) on the delinquent amount and costs and expenses of sale, including reasonable attorney's fees, shall be delivered to Owner at the above address or held for Owner by Bar E North if Owner cannot be contacted. No interest shall be paid on any such amount retained or held for Owner.

5. Bar E North reserves the right to terminate this Agreement with Owner at any time.

6. If at any time Bar E North determines, in its sole judgment and discretion, that a stallion, mare, or

foal in its custody should be transferred to a veterinary facility for medical or surgical treatment, Owner is responsible for all charges. Bar E North will make reasonable efforts to contact Owner if such transfer is required; however, if Owner cannot be immediately reached, Owner hereby authorizes Bar E North to initiate such transfer, care, and treatment.

7. Whenever there is any conflict between any provision of this Agreement and any statute, law, regulation, or judicial precedent, the latter will prevail, but in each such event, the provisions of this Agreement thus affected will be curtailed and limited only to the extent necessary to bring them within the requirement of law. If any part, section, paragraph, or clause of this Agreement is held by a court of proper jurisdiction to be unenforceable, the entire Agreement will not fail on account thereof, but the balance of this Agreement will continue in full force and effect unless such construction would be clearly contrary to the intention of the parties or would be unconscionable.

8. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement will be deemed to or will constitute a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless expressed in writing by the party making the waiver.

9. Any notices, requests, demands, and other communications provided for by this Agreement shall be sufficient if in writing and if sent by registered or certified mail to Owner at the last address he has filed in writing with Bar E North or, in the case of Bar E North at its principal business offices at:

Bar E North Breeding & Performance Horses, LLC
13371 County Road 94
Elbert, Colorado 80106

10. NO WARRANTIES OR GUARANTEES ARE GIVEN UNDER THIS AGREEMENT AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IN NO EVENT SHALL BAR E NORTH BE LIABLE TO OWNER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES INCURRED BY OWNER, WHETHER IN AN ACTION OF TORT, WHETHER FORESEEABLE OR NOT, EVEN IF BAR E NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON PERFORMANCE UNDER. THIS AGREEMENT.

11. Owner agrees to save, hold harmless, and indemnify Bar E North, its employees, independent contractors, agents, landlord, members, and managers, and representatives from and against all actions, suits, controversies, agreements, promises, damages, judgments, or demands caused by any actions or omissions of Owner, whether in tort or contract.

12. Owner agrees to execute the attached full Waiver & Release of Liability, and to be bound by its terms and conditions. Owner acknowledges that if he or she (or any other party bound by Owner's Waiver & Release of Liability) invites or hires a guest, agent, or trainer to engage in any activity associated with the use, handling, breeding, or riding of a horse on the Bar E North premises, Owner is responsible for ensuring that all such parties execute a separate Waiver & Release of Liability. If Owner fails to do so, Owner agrees to hold harmless and indemnify Bar E North, its principals, employees, independent contractors, agents, landlord, members and managers, and representatives of and from any costs and attorney's fees incurred as a result of any claims brought by such guest, agent, or trainer.

13. Under Colorado Revised Statute § 13-21-119, 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.

14. Owner agrees it is solely responsible for obtaining and paying for any desired insurance related to its horse, including insurance for (i) any stallion, mare, foal, or *in utero* foal that receives services at Bar E North, or (ii) any semen or embryos that are collected, stored, or shipped by Bar E North. **Bar E North does not provide insurance, and it does not insure semen or embryos stored at Bar E North or shipped from Bar E North. The purchase of insurance for a stallion, mare, foal, *in utero* foal, semen, or embryos is the sole responsibility of Owner.**

By Owner

_____

Dated: _____

By Bar E North

_____

Dated: _____