

Redwood Llama Company, LLC
(970) 560-2926

LLAMA LEASE AGREEMENT

Redwood Llama Company, LLC ("Lessor") agrees to lease to the Customer named below the llama(s) and equipment identified below upon the following terms and conditions:

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 llama activities, pursuant to section 13-21-119, Colorado Revised Statutes.

CUSTOMER:

_____	_____
Name	Agreed delivery date and time
_____	_____
Street Address	Agreed pickup date and time
_____	_____
City, State, Zip	Place of delivery-Place of Pick up
_____	_____
Telephone	Intended destination and use

Email	

IDENTIFICATION OF LLAMAS:

Name of Llama	Identification	Agreed Value
Llama #1 _____	_____	\$ _____
Llama #2 _____	_____	\$ _____
Llama #3 _____	_____	\$ _____
Llama #4 _____	_____	\$ _____
Llama #5 _____	_____	\$ _____

CHARGES AND FEES:

<i>Equipment Leased</i>	<i>Cost per item if Lost,</i>	<i>Lease Fees</i>	<i>Total</i>
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		<i>Not returned, or Damaged</i>	\$ _____ per llama per	\$ _____
_____ Halter(s)	\$20.00		day for _____ days	
_____ Lead rope(s)	\$20.00			
_____ Pack saddle(s)	\$300.00		\$ _____ per stock rack.....	\$ _____
_____ Deluxe Pannier(s)	\$200.00		per day for ____ days	
_____ Standard Pannier(s)	\$150.00			
_____ Saddle pad(s)	\$65.00			
_____ Picket stake(s)	\$20.00		Delivery fee.....	\$ _____
_____ Picket rope(s)	\$30.00		Security deposit.....	\$ _____
_____ Pack scale(s)	\$35.00		Orientation.....	\$ _____
_____ Rain cover(s)	\$50.00		Total.....	\$ _____
_____ Water bucket(s)	\$20.00			

ADDITIONAL PROVISIONS:

THE ADDITIONAL TERMS AND CONDITIONS SET FORTH BELOW ARE MATERIAL TO THIS AGREEMENT, ARE INCORPORATED HEREIN, AND MADE A PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER, OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES. IN ADDITION THE CUSTOMER REPRESENTS AND WARRANTS THAT EACH PERSON, INCLUDING THE CUSTOMER, WHO MAY OR WILL PARTICIPATE IN ANY WAY IN THE RENTAL OF LLAMAS, LLAMA PACKING AND/OR LLAMA ACTIVITIES, INCLUDING, WITHOUT LIMITATION, THE HANDLING AND CARE OF LLAMAS SHALL AND MUST EXECUTE THE COMPLETE RELEASE FROM LIABILITY IN CASE OF INJURY OR LOSS, WAIVER INDEMNITY AGREEMENT. IN CONNECTION THEREWITH THE CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LESSOR FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES) ARISING FROM OR IN CONNECTION WITH THE INJURY, ILLNESS OR DEATH ANY PERSON SUSTAINED OR SUFFERED AS A DIRECT OR INDIRECT CONSEQUENCE THAT PERSON'S PARTICIPATION IN THE RENTAL OF LLAMAS, LLAMA PACKING AND/OR LLAMA ACTIVITIES, INCLUDING, WITHOUT LIMITATION, THE HANDLING AND CARE OF LLAMAS, INCLUDING, BUT NOT LIMITED TO, THE DAMAGE, DESTRUCTION, OR LOSS OF ANY OF MY OR ANY PERSON'S PROPERTY INCLUDING, BUT NOT LIMITED TO LLAMAS.

TERMS AND CONDITIONS OF AGREEMENT

The Lessor and the Customer identified above agree that all of the information set forth above and all of the following terms and conditions shall supersede any prior or oral agreements with the exception of the Complete Release from Liability in Case of Injury or Loss, Waiver Indemnity Agreement, and as of the date hereof, along with the Complete Release from Liability in Case of Injury or Loss, Waiver Indemnity Agreement comprises the complete and exclusive statement of the terms and agreements relating to the subject matter covered hereby. The Customer, by his execution of this Agreement, acknowledges that he has read the terms and conditions and has received a true copy of this Agreement.

- 1. The Lessor agrees to lease to the Customer, and the customer agrees to lease from the Lessor, the llamas and the equipment identified in this Agreement at the rate and for the number of days specified herein.*

2. *The customer agrees and acknowledges that the llamas are to be used only as pack animals and under no circumstances shall they be ridden by any person (adult or child).*
3. *Upon taking possession of the llamas, the Customer understands and agrees that he shall assume full responsibility of the proper feeding and watering of each llama. In addition, the Customer further agrees that he shall be legally responsible for the proper care, treatment and protection of the llamas while in his possession.*
4. *The Customer acknowledges that he has attended an orientation session provided by the Lessor concerning the use, care and treatment of the llamas as pack animals under trail conditions. The Customer hereby states and affirms that he considers himself confident and capable of handling the llamas under trail conditions by himself without any further assistance or direction from the Lessor.*
5. ***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 LLAMA ACTIVITIES. PURSUANT TO SECTION 13-21-119 COLORADO REVISED STATUTES.***
 - 5.1 *The Lessor shall not be liable to any Customer for damages to or loss of property caused by the llamas leased by the Customer (unless such damage or loss is caused by the negligence of the Lessor), and the Customer hereby releases Lessor from any such liability.*
6. *The Customer shall return the llamas and equipment to the Lessor at the place and time set forth on the reverse side of this Agreement. The llamas shall be returned to the Lessor alive, in good condition, free of any injury or illness. The Lessor and a qualified veterinarian shall, in their sole discretion, determine the condition of the llamas upon their return and whether the Customer shall be charged for an injury to the llamas in his possession. Upon satisfactory determination as to the condition of the llamas and the equipment returned to the Lessor, the Lessor shall return to the Customer, his security deposit less any amounts necessary for repair or replacement of the leased equipment or for the cost of medical care for the llamas. The customer specifically agrees that when any llama is returned to the Lessor in a condition that renders the llama totally disabled or if the llama is dead, missing, lost, or otherwise not returned for any reason at all, the Customer shall pay to the Lessor the "Agreed Value" set forth in this Agreement. In addition, the Customer agrees to pay for any repair or replacement of the leased equipment, which is damaged or lost while in the custody of the Customer or otherwise not returned at the rates set forth in this Agreement.*
7. *The Customer agrees to pay all cost of collection, including reasonable attorney's fees incurred or paid by the Lessor in enforcing the terms of the Agreement against Customer.*
8. *Other than the obligations of the Lessor as set forth herein, the Lessor disclaims all warranties, express or implied, including any implied warranties of fitness for use or fitness for any particular purpose of the equipment and the llamas. The Lessor shall not be responsible for direct, incidental or consequential damages, including, but not limited to, damages arising out of the use or performance of the equipment of llamas or the loss of the use of the equipment or llamas.*
9. *The terms of the agreement are binding upon the parties' successors, heirs, parents, distributees, guardians, legal representatives, administrators, and assigns.*

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____ 20____

REDWOOD LLAMA COMPANY, LLC (“LESSOR”)

by _____ by _____
(Name)

its _____
(Title)

CUSTOMER

(Printed Name)

(Signature)