

Northern Kentucky Horse Center – Stall Boarding Agreement

Boarder / Lessee _____ Horse's Name _____
Street Address _____ Veterinarian _____
City, State, Zip _____ Veterinarian's Phone _____
Home Phone _____ Last Coggins _____
Work / Cell Phone _____ Last Wormed _____
Emergency Contact _____ Shots _____

Is this horse insured? Yes No Company _____

“Warning: Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.”

STALL BOARD AGREEMENT

The Northern Kentucky Horse Center, Inc. (hereinafter Lessor) and _____ (hereinafter Lessee) enter into the following Stall Board Agreement.

- 1. Term:** This lease shall begin on the ___ day of _____ 200__ and shall continue on a monthly basis until terminated as such forth herein.
- 2. Rent:** Lessee agrees to pay the sum of \$350.00 (three hundred fifty dollars) per month in rent to Lessor at 13463 Poole Rd., Verona, Kentucky 41092. Lessor shall charge a \$25.00 (twenty-five dollars) fee for any returned checks and shall further charge a 10% fee for any payments which are not received by the due date. The due date is defined as the first day of the month and said payments shall be paid in advance.
- 3. Earnest Money Deposit:** One months rent shall be paid by Lessee to Lessor upon the signing of this lease to be held by Lessor as an earnest money deposit. Said deposit shall be returned to Lessee at the termination of the lease provided Lessee has complied with all rules and regulations of Lessor and further that all payments necessary under this lease have been paid to Lessor.
- 4. “Stall Board” Defined:** Stall Board is defined as follows, the horse will be placed in a designated 12X12 box stall in the barn area. The Lessor will be responsible for:
 - daily stall cleaning with supply of fresh bedding,
 - feeding the horse two times daily at feeding times to be scheduled by the Lessor
 - daily pasture turn out

- feeding of supplements.

4A. Use of Trails: The Pasture Board rent itself does not include use of Lessor's trails. However, if opted, Lessee agrees to pay the additional sum of \$30.00 (thirty dollars) per month to gain full access to Lessor's trails. Lessee _____ does / _____ does not elect the trail package at this time.
(_____ initials)

5. Veterinary Care: In the event that Lessor determines that a horse is in need of veterinary care or even suspects that such need is necessary, Lessor shall contact Lessee at the phone numbers provided by Lessee. Lessee will then be responsible for contacting the veterinarian and coordinating veterinary care. Lessee shall be solely responsible for meeting the veterinarian if necessary and for payment of all expenses associated with the veterinary care required.

6. Emergency Veterinary Care: In the event that a horse required emergency veterinary care Lessor shall attempt to contact Lessee immediately. In the event that Lessee can not be contacted, Lessor is authorized to contact the veterinarian whose name has been provided by Lessee and is on file with the Lessor. Lessor will provide whatever emergency care is necessary until the veterinarian can appear, however Lessee releases, indemnifies and holds harmless Lessor from any claims, damages or causes of action arising out of Lessors providing of emergency care. Lessee shall be totally responsible for all expenses associated with emergency veterinary care.

7. Damage to Property and Premises by Lessee: In the event that Lessee, his or her heirs, invitees, friends, relatives, companions, or anyone else on the premises of the Lessor at the request or invitation of Lessee causes any damage to said premises, improvements thereon, or equipment, Lessor shall forward an invoice to Lessee for the amount of expense associated with repair of said damage. Lessee shall immediately pay said invoice. This paragraph also applies to any damage caused by Lessee's horse boarded on the premises.

8. Rules and Regulations: From time to time Lessor shall promulgate rules and regulations for use of the premises by boarders and the public. Lessee agrees to comply with all the rules and regulations promulgated by Lessor. Lessor shall have the right to change any rules and regulations as Lessor feels necessary and any Lessee shall abide by any changes thereto.

9. Lien for Payment and Services: Lessor shall have a livery stable/agister lien upon Lessee's horse for the charges for keeping, caring for, feeding, and grazing said horse. This lien is pursuant to KRS §376.400. Said lien shall be subject to enforcement pursuant to KRS §376.410 which can include seizure by the sheriff of the horse until such amount is paid.

10. Construction/Maintenance: Periodically Lessor will engage in repairs or maintenance of the facility available for use by Lessee and also may engage in new construction in or about said facilities. In the event that certain portions of the facility become temporarily unusable by Lessee, Lessee shall not be permitted to prorate rent or otherwise reduce the rent due.

11. Release and Indemnification: Lessee hereby releases, Northern Kentucky Horse Center, Inc., and Heaven's Gait Farm, LLC, its and their shareholders, directors, officers, members, employees, successors, and assigns from any and all claims, damages, causes of action, or complaints which arise from the boarding of a horse on premises owned by or operated by said entities. Lessee further agrees to indemnify and hold harmless Northern Kentucky Horse Center, Inc., and Heaven's Gait Farm, LLC, its and their shareholders, directors, officers, members, employees, successors, and assigns from any and all claims, causes of action, and complaints and damages arising out of or from the boarding of Lessee's horse on the subject property and any activities associated therewith.

12. Use of Premises by Lessee: Lessee shall be entitled to use any indoor, outdoor arena, round pen, tack room, bathroom, and any other facilities available at the Northern Kentucky Horse Center EXCLUDING TRAILS unless expressly designated under section 4A above.

13. **Termination:** This lease may be terminated by either party voluntarily by the terminating party providing the other party with written notice of intent to terminate. Said notice shall be given thirty (30) days prior to the anticipated termination date. The following constitute grounds for immediate termination of this lease by Lessor:

- a. Failure to pay rent.
- b. Failure to pay any invoice presented by Lessor.
- c. Violation of any rule or regulation of Lessor.
- d. Violation of any terms of this lease agreement.

Immediate termination shall not require any advance notice nor shall it require notice in writing from Lessor to Lessee. Upon immediate termination or upon the termination date being reached as discussed above, Lessee shall immediately remove his or her horse, tack, and supplies from the premises.

14. **Personal Property of Lessee:** Lessor shall not be responsible for maintenance, repair, or any damage to personal property of Lessee which is on the premises at any time either temporarily or permanently. A parking area for trailers will be provided, however Lessee agrees to indemnify and hold harmless Lessor from any and all claims, damages arising out of Lessee's leaving of such personal property on the premises. In the event any personal property is missing or stolen Lessor shall not be responsible for such items.

15. **Assignment or Subletting by Lessee:** Lessee shall not assign his or her rights under this lease or Sublet all or any part of his or her rights without the prior written consent of the Lessor.

16. **Entire Agreement:** This lease, all exhibits attached hereto, and the horse riding agreement and liability release form collectively constitute the entire agreement between Lessor and Lessee and supersede all previous oral or written understandings and agreements between the parties if any.

17. **Amendment:** This lease may not be amended except by written instrument executed by both parties hereto.

18. **Successors and Assigns:** Any term covered under condition of this lease which in order for the benefit or is binding upon the Lessor shall also inure to the benefit and be binding upon the successors and assigns of Lessor.

19. **Governing Law:** This lease shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Kentucky. Any legal action arising under this lease shall be brought in a court of competent jurisdiction in the Commonwealth of Kentucky, County of Boone, or if Federal jurisdiction is proper in the courts of the Eastern District of Kentucky, Covington Division.

20. **Severability:** Should a court of competent jurisdiction term that any portion of this agreement is unenforceable or should any portion of this agreement be otherwise unenforceable in any way the remainder of this agreement shall continue in full force and effect.

In witness whereof the parties hereto execute this agreement on the ____ day of _____, 200__.

By: _____
Lessee

Northern Kentucky Horse Center, Inc.