

CARSON PARK HORSE STALL BOARDING AGREEMENT

Renter: _____
Address: _____
Telephone: _____
Emergency Contact: _____
Company if Horse Insured: _____

Name of Horse: _____
Veterinarian: _____
Veterinarian Phone: _____
Last Coggins: _____
Last Wormed: _____

WARNING PER KRS 247.401 - 247.4029

“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.”

As consideration for the use of Carson Park horse stall boarding facilities and other incidental benefits identified herein, the Renter must sign this Rental Agreement in the space provided below and adhere to all of its provisions. By signing this Agreement, the Renter agrees to comply with the following requirements and agrees to accept the consequences for failure to do so.

A. Rental Term. (1) The rental term shall begin on the ___ day of _____, 20__ and shall continue on a monthly basis until terminated as set forth herein; **OR**

(2) The rental term shall begin on the ___ day of _____, 20__ and shall continue on a daily basis until terminated as set forth herein.

B. Rental Amount. (1) Residents of McCracken County shall pay \$40.00 per month. Non-Residents of McCracken County shall pay \$50.00 per month. There shall be a \$50.00 fee for any returned checks and renter shall be additionally charged a 10% fee for any payments not received by the due date; **OR**

(2) Residents of McCracken County shall pay \$15.00 per day. Non-Residents of McCracken County shall pay \$25.00 per day. There shall be a \$50.00 fee for any returned checks and renter shall be additionally charged a 10% fee for any payments not received by the due date

C. “Stall Boarding” Defined. Stall Boarding shall be defined as follows: the horse will be placed in a designated 12 X 10 box stall in a barn area. Renter will be responsible for daily stall cleaning including supplying of fresh bedding and feeding the horse 2 times per day at feeding times to be scheduled by the Renter. Renter shall be responsible for furnishing feed and any supplements.

D. Veterinary Care. In the event that the County, through any of its representatives or agents, determines that a horse is in need of veterinary care, the County shall contact the Renter at the phone number provided. Renter will then be responsible for contacting the veterinarian and coordinating care. Renter shall be solely responsible for meeting the veterinarian if necessary and for payment of all expenses associated with the care required.

E. Emergency Veterinary Care. In the event that a horse requires emergency veterinary care, the County shall attempt to contact Renter immediately. In the event that Renter cannot be contacted, the County is authorized to contact the veterinarian whose name Renter has provided. The County will provide necessary care until the veterinarian arrives. However, Renter hereby releases, indemnifies and holds the County harmless for any claims, damages or causes of action arising out of the County’s provision of emergency care. Renter shall be wholly responsible for all expenses associated with emergency veterinary care.

F. Damage to Property or Premises by Renter. In the event that the Renter, his or her heirs, invitees, friends, relatives, companions or anyone else on the premises at the request or invitation of the Renter causes any damage to the premises, improvements thereon or equipment, the County shall forward an invoice to the Renter for the amount of expense associated with the repair of said damage. Renter shall immediately pay said invoice. This paragraph equally applies to any damage caused by Renter’s horse(s) boarded on the premises.

G. Rules and Regulations. From time to time, the County shall promulgate rules and regulations for use of the premises by boarders and the public. Renter agrees to comply with all the rules and regulations of the County. The County shall have the right to change any rules and regulations as it determines necessary and all Renters shall abide by such changes.

H. Lien for Payment and Services. The County shall have a livery stable/agister lien upon the Renter’s horse for the charges for keeping, caring for, feeding and grazing the horse. This lien is pursuant to KRS Section 376.410 which can include seizure of the horse by the McCracken County Sheriff until such amount is paid.

I. Use of Premises by Renter. Renter shall be entitled to use any indoor, outdoor arena, tack room, bathroom and any other facilities available at Carson Park Equine area.

J. Termination of Agreement. This Rental Agreement may be terminated by either party voluntarily by terminating party providing the other party with written notice of intent to terminate. Said notice shall be given 30 days prior to the anticipated termination date. The following constitute grounds for immediate termination of this Rental Agreement by County:

1. Failure to pay rent
2. Failure to pay any invoice presented by County
3. Violation of any rule or regulation of County
4. Violation of any terms of this Rental Agreement

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

L. No Assignment or Subletting by Renter. Renter shall not assign his rights under this Rental Agreement or sublet all or any part of his rights without the prior written consent of the County.

M. General Release and Indemnification. Renter hereby releases McCracken County, its employees, agents, officers, successors and assigns from any and all claims, damages, causes of action or complaints which arise from or are in any way connected to the boarding of a horse or horses on the premises owned or operated by the aforesaid entities. Renter further agrees to indemnify and hold harmless McCracken County, its employees, agents, officers, successors and assigns from any and all claims, causes of action, and complaints for damages arising out of or in any way connected to the boarding of Renter's horse(s) on the subject property and any activities associated therewith.

Renter's Printed Name

Renter's Signature

Date