

BOARDING AGREEMENT

KIGER SHOW HORSES, LLC
Agatha Sues Kiger
agathakiger@gmail.com
(574) 457-6345
4408 NORTH CHAPEL ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE 37067

This Boarding Agreement made on this the ____ day of _____, 20__ by and between (PRINT NAME) _____ (Lessee) and Kiger Show Horses, LLC (hereafter Lessor) whereby Lessor rents to Lessee and Lessee rents from Lessor stabling for the following described equine animal:

NAME OF HORSE: _____

AGE: _____ DATE FOALED: _____

BREED: _____

COLOR: _____

SEX: _____

DATE OF VALID COGGINS: _____

DATE HORSE WAS LAST WORMED: _____

WHAT BRAND WORMER WAS USED: _____

BAD HABITS OF HORSE: _____

Kiger Show Horses, LLC (Lessor) shall provide stabling at the Lessor Farm (Kiger Show Horses, LLC) located at 4408 North Chapel Road, Franklin, Williamson County, Tennessee 37067 (hereafter, the property) for the above described equine animal on a month to month basis commencing _____, 20__, under the following terms and conditions:

1. Lessee will execute a RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT to be provided by the Lessor. Lessee will sign/execute same after carefully reading and consulting with an attorney at the Lessee’s option.
2. Lessee will provide a copy of a valid negative Coggins Certificate.
3. Lessee elects to the following board:
 - a. Pasture board, which permits the Lessee's horse use of a grass pasture and a source of water for the charge of \$ _____ per month, payment to be made one month in advance, payable by check, cash or Venmo, subject to change, with thirty (30) days notice to Lessee.
 - b. Stall Board, which guarantees the Lessee’s horse a stall and turn out in a grass pasture for the charge of \$ _____ per month, payment to be made one month in

Signature by Lessee: _____

Date: _____

advance, payable by check, cash or Venmo, subject to change with thirty (30) days notice to Lessee. Stall board shall also include customary bedding of the stall, and water. Hay will be provided unless the Lessee wishes specific hay, in which case, the Lessee will provide said hay with instructions as to feeding. The Lessee will also provide grain with instructions as to feeding. The Lessee must also provide any supplements the Lessee wishes the Lessor to administer to the horse along with instructions as to quantity and frequency of administration. Additional care can be provided as agreed upon by the Lessor and Lessee as to charges for same and the specifics of said care.

- i. Hay Instructions: _____
- ii. Grain Instructions: _____
- iii. Supplement(s) Instructions: _____
- iv. Blankets Provided: _____
- v. Blanketing Instructions: _____
- vi. Other Equipment Provided: _____
- vii. Other Instructions: _____

- 4. This agreement may be terminated by the Lessee by giving the Lessor thirty (30) days notice, all board paid up through said 30 days. This Agreement may be terminated by Lessor by giving the Lessee thirty (30) days notice UNLESS said termination is for CAUSE inclusive of unacceptability of the horse (inability to get along with other horses, or exhibiting dangerous behaviors, or causing damage to property or causing injury to persons or animals), misbehavior of the Lessee (disobeying Lessor rules, use of alcoholic beverages on the premises, coming onto the property in an intoxicated state, or the misuse of Lessee's horse or other horses on the property, or the inability to get along with Lessor, or their employees, or other boarders or for any other reason that the Lessor deems to be appropriate), or for NONPAYMENT or LATE PAYMENT of board or related expenses. In such an event, the termination of the Boarding Agreement and expulsion of the Lessee and Lessee's horse shall be immediate. HOWEVER, in the event of NON-PAYMENT of board, pasture or stabling, the Lessor may exercise their rights pursuant to TCA 66-20-101 and TCA 66-20-102, the Tennessee Agister's Lien Statutes, both of which permit a lien on the Lessee's horse (Lessor will hold Lessee's horse at Lessee's expense until payment of all owed debts, plus interest, attorney's fees and costs or the sale or auction of the horse).
- 5. In the event of termination for CAUSE as set forth above in paragraph 3., the Lessee shall be entitled to a return of any remaining board paid through the month on a pro-rata basis, UNLESS amounts are owed by the Lessee to the Lessor for any reason, in which case the remaining, unused board will be applied to the outstanding balance owed.
- 6. Board payments and payment for any other agreed upon services are due the first of each month. Board payments that are more than five (5) days late will constitute DEFAULT by the Lessee and subject the Lessee to termination of the Boarding Agreement, expulsion from the premises, imposition of an Agister's Lien on the Lessee's horse(s) and other potential legal action.

Signature by Lessee: _____

Date: _____

7. The Lessee further agrees to limit entry onto the Property to the entrance and those areas that are dedicated to equestrian use, the stable/barn, riding ring and pastures.
8. Except in the event the Boarder/Lessee is receiving instruction, supervision and/or training in the riding ring on the property in the evening from instructor Agatha Sues Kiger, or any other instructor or trainer employed or contracted by Kiger Show Horses, LLC, the Lessee further agrees to limit entry onto the Property to the hours of daylight, such that entry onto the farm will not be permitted prior to sunrise or after sunset. The Lessee may request an exception to this rule from the Lessor in the event the horse boarded needs special care or for other needs.
9. In the event of default of this Boarding Agreement by the Lessee and should legal action/ litigation become necessary, the Lessee shall be responsible to the Lessor for all legal expenses including attorney's fees and costs
10. Consistent with the RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT that the Lessee has signed as a condition precedent to Boarding with the Lessor, the Lessee agrees to release the Lessor, Kiger Show Horses, LLC, and its owner, Agatha Sues Kiger, and the owner of the property, Raeni L. Rinker-Dumford Trust, and their employees, their agents and assigns, business invitees and guests and independent contractors operating on the Property, for any accident or injury occurring on the Property. Further, the Lessee's agree to indemnify the Lessor for any and all damages, costs, and attorney's fees incurred as a result of any action brought by or on behalf of the Lessee as against the Lessor, their agents, employees, independent contractors, guests, and business invitees.
11. The Lessee agrees to pay Lessor for any damage that the Lessee or the Lessee's horse(s) does to the Lessor's property (including but not limited to kicking, chewing and breaking) inclusive of fencing, stalls, stables, barn, equipment and any other damage. The Lessee shall be responsible for the cost of repair without regard to depreciation.
12. Consistent with the RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT that the Lessee has signed as a condition precedent to Boarding with Lessor, the Lessee acknowledges the existence and provisions of Tennessee Code Annotated, Title 44, Chapter 20 which states as follows:

WARNING: UNDER TENNESSEE LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF ANY PARTICIPANT IN THE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES, PURSUANT TO TENNESSEE CODE ANNOTATED, TITLE 44, CHAPTER 20. (Acts 1992, ch. 974, 6), AND THAT THIS RELEASE IS IN FURTHERANCE AND NOT IN LIMITATION OF THE PROTECTIONS AFFORDED BY THE EQUINE LIMITED LIABILITY ACT.

13. The Lessee acknowledges that injury and illness is common to horses and agrees that Lessor is not responsible for same, the Risk of Loss of which, regardless of cause, remains with the Lessee/ Horse Owner. The Lessee further acknowledges that the Lessor does not provide personnel to watch or observe the horses boarded at the Property and that as a result, injury or illness to boarded horses could/may go undetected for an undetermined period of time. The Lessee agrees that the Lessor is not responsible for any such injury or illness to the Lessee's horse(s) regardless of when said injury or illness is identified, discovered or detected. The Lessee agrees to provide Lessor with accurate contact information and to advise Lessor of any changes in contact information. In the event of an emergency, the Lessor agrees to contact the Lessee so that Lessee can arrange for appropriate care and transport of the horse if necessary. Lessee further agrees to

provide Lessor with information of the Lessee's veterinarian of choice and confirmation of the authority of the veterinarian to act as the veterinarian deems is in the best interests of the horse.

NOTICE: Kiger Show Horses, LLC does not provide Mortality, Major Medical and Loss of Use insurance for any boarded horse and the Lessee acknowledges that the Lessor is not liable to the Lessee for the death, illness or injury, whatever the reason, of any boarded horse, or medical bills attendant to any boarded horses medical needs for any reason inclusive of any injury to or illness of the boarded horse and that Lessor is further not liable to Lessee for any loss of use of any boarded horse for any injury or illness or death of any boarded horse. If any such insurance coverage is desired by Lessee, it is the sole responsibility of the Lessee to obtain and pay for same.

14. The Lessee acknowledges that the Risk of Loss (theft, or damage), regardless of cause, of any tack, horseback riding equipment, grooming supplies, tack trunks, saddle racks, saddles, girths, bridles, saddle pads, blankets, sheets or any other personal property belonging to the Lessee, remains with the Lessee/Horse Owner and the Lessee further acknowledges that the Lessor is not responsible for replacement or repair of same as such is exclusively the responsibility to the Lessee/Horse Owner.
15. The Lessee acknowledges and agrees that any disputes will be governed and construed by the law of the State of Tennessee and any and all causes of action must be brought in the Civil Courts of Williamson County, Tennessee against the Lessors within one year of the occurrence forming the basis of the cause of action notwithstanding any statute of limitations setting out a longer period.

The Lessee, having carefully read this agreement and having consulted with his or her attorney if such is the lessee's wish, agrees to all of the terms set forth above as evidenced by said Lessee's witnessed signature below:

Lessee/Horse Owner (must be 18 years or older): _____

Printed Name of Lessee/Horse Owner: _____

Address of Lessee/Horse Owner: _____

Phone number/cell number/text number/email address of Lessee/Horse Owner: _____

Witness to Lessee/Horse Owner's Signature: _____

Printed Name and Address of Witness: _____

Kiger Show Horses, LLC (by Agatha Sues Kiger): _____

EMERGENCY CONTACT(S):

Name: _____

Phone Number: _____

Signature by Lessee: _____

Date: _____

Relationship: _____

Name: _____

Phone Number: _____

Relationship: _____

Lessee's Veterinarian (please print): _____

Veterinarian's Phone Number: _____

Does your veterinarian listed above have your permission to make decisions for the benefit of your horse(s) health including making a trip to this facility, administering medications, transporting the horse to a veterinary facility, and/or conducting surgery?

_____ Yes Lessee Signature: _____

_____ No Lessee Signature: _____

Signature by Lessee: _____

Date: _____