

KODIAK RODEO & STATE FAIR INC.

HORSE BOARDING AGREEMENT

THIS Revocable License, made and entered into this **1st day of February 2009**, between Kodiak Rodeo & State Fair, Inc. Board, herein referred to as LICENSOR, and _____, herein referred to as LICENSEE, in consideration of the covenants, stipulations, and conditions herein contained, LICENSOR and LICENSEE agree as follows:¹

1. **Premise:** LICENSOR grants a revocable license to utilize pasture and stall space located at the Kodiak Rodeo and State Fair Grounds in Bells Flats, Alaska to LICENSEE. LICENSOR holds all rights to the property and may access pastures and stalls at any time.
2. **Terms:** The terms of this agreement shall be from month to month. This agreement will be reviewed periodically when board deems necessary.
3. **FEE:** LICENSEE agrees to pay, without demand, to the LICENSOR a fee for use of the premises, the sum of One Hundred (\$100) dollars per month, per horse, for pasture and stall space. This fee will also include a space in the storage/tack room of the barn the size of one pallet. In the event there is no space available in the storage/tack room, pallet space shall be made available.
 - 3.1 **Additional Storage:** Additional storage space is available as follows:

Storage Sheds	\$10.00 per month
Additional Pallet Space (fee is based on per pallet)	\$ 2.50 per month
 - 3.2 **All fees are due** by the First of each month. Payment can be made to P.O. Box 507, Kodiak AK. 99615 or dropped in a locked drop box at the Pan Abode building. If the LICENSEE fails to pay the fee in full before the end of the 5th day after it is due, the LICENSEE will pay the LICENSOR a late charge of ten (10) dollars, plus an additional \$25.00 dollars for each additional 30 days that the fee remains unpaid. There will be a twenty-five (25) dollar charge for Non-Sufficient Funds (NSF) for any returned payment.
 - 3.3 **Facility Usage Fees-** Where available, electricity usage for keeping waters thawed will be at a rate of \$40 per month, per stock tank. In the case of a shared stock tank, fees will be split equally among those in the pasture. General start and end dates will be from October 15th through April 30th. The board may adjust dates according to weather. Arena lights usage will be \$5 per hour for the first hour of each usage, and \$3 per hour for each additional hour. Additional use of power outside of normal lighting must be approved by the board and additional fees could be assessed.
4. **Security Deposit:** Upon signing this agreement, LICENSEE shall deposit two months fees per horse, to LICENSOR as security deposit. The deposit is refundable after the Facilitator has done an inspection of the stall, storage/tack room, and pasture, and LICENSEE has made any and all necessary repairs, if required. Deposits shall be refunded within thirty (30) days after Facilitator has completed final inspection.

¹ This printed copy of the 2009 Horse Boarder's Contract is posted as a reference only. If you need to sign the newly updated Horse Boarder's Contract please contact The Kodiak Rodeo and State Fair at 907-487-4440. Again, this is only a reference copy.

5. **Repairs and Maintenance of the Barns and Pastures:** LICENSEE shall be responsible to keep their stall and pasture in good repair.
6. **Damage to Premises:** If the LICENSEE ' s negligence or willful act or that of his/her family, animal, or visitor damages the rented premises, such damage shall be repaired by the LICENSEE at his/her own expense as soon as reasonably practical but in any event in no more than 30 days.. If LICENSEE fails to repair said damages, LICENSOR shall have damage repaired at LICENSEE ' s expense and add the cost of the repairs to LICENSEE ' s fee. Failure to pay for said damage is cause for eviction.
7. **Indemnification:** By LICENSEE ' s signature below, LICENSEE agrees to indemnify and hold harmless Kodiak Rodeo & State Fair, Inc. against any liability, expense, injury or death arising from any and all claims of any person or persons, including any damages to any person or property incurred directly or indirectly from LICENSEE ' s animal, whatsoever by reason of use or misuse of the Kodiak Rodeo & State Fair Grounds or any area therein.
8. **Fair Ground Rules:** The posted rules shall be considered a part of this contract and can be modified at any time by LICENSOR. The rules shall be adhered to by LICENSEE, his/her family, or visitor to the Fair Grounds at all times. These Rules apply to the Barns and Pastures and general use of the Facility.

IN WITNESS WHEREOF, the parties have executed this boarding agreement at the Kodiak Rodeo and State Fair Grounds in Bells Flats, Kodiak, Alaska.

LICENSEE

Date

Mailing Address

Phone

Kodiak Rodeo & State Fair Board Officer

Date

LICENSEE hereby acknowledges that he/she has received a copy of the Fair Ground Rules on the date written above. ²

LICENSEE's Signature

Contract approved by KRSF Board on 2 December 2008

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