

## **HORSE LEASE AGREEMENT**

**NAME OF HORSE:**

**SEX:**

**AGE:**

**BREED:**

**REGISTRATION NO.:**

**COLOR &**

**MARKINGS:**

### I. PARTIES.

The parties to this lease agreement are \_\_\_\_\_, (hereinafter “LESSOR”), a resident of the state of \_\_\_\_\_ residing at \_\_\_\_\_ and \_\_\_\_\_, (hereinafter “LESSEE”), a resident of the state of \_\_\_\_\_ residing at \_\_\_\_\_.

THE PARTIES, in consideration of the mutual covenants contained herein, do hereby agree as follows:

### II. LEASE TERM AND PRICE:

A. LESSOR leases to LESSEE the horse on a month-to-month basis, beginning on (\_\_\_\_mm/dd/yy\_\_). The LESSOR shall be paid by LESSEE as follows:

- i. On or before the \_\_\_\_ (<sup>st/th</sup>) of each month, \$\_\_\_\_ for stabling paid directly to LESSOR.
- ii. The full amount or \$\_\_\_\_\_ of the shoeing as needed (every \_\_\_\_ weeks) which is currently set at \$\_\_\_\_\_ using \_\_\_\_\_ as the horse’s farrier. This may be subject to change at any time at LESSOR’S discretion.
- iii. All training costs are to be discussed with \_\_\_\_\_ (hereinafter “Trainer”) and are payable separate and apart of board directly to the Trainer.

B. LESSEE shall NOT have the right to sub-lease the horse. Only LESSEE is granted access to ride the horse. No other riders are allowed to ride the horse unless authorized to do so by LESSOR, which will require that rider sign a waiver of liability form.

### III. CARE OF THE HORSE.

LESSEE hereby agrees to keep the horse in good health, giving due consideration to hoof care. LESSEE shall humanely treat and care for the horse. If any injury to the horse occurs under

**LESSEE'S care or supervision, LESSEE is responsible for any and all veterinary expenses.**

Shots and checkups are the exclusive responsibility of LESSOR.

LESSEE further agrees to keep the horse at the current stable location. The horse shall not spend the night away from current stable location, unless prior WRITTEN (via e-mail or letter) consent has been given by LESSOR. LESSEE agrees to follow LESSOR'S advice on how to care and train the horse and LESSEE further agrees to follow all of stable's posted rules and regulations.

**IV. LIMITATION OF LIABILITY.**

**Conditions of Liability.** LESSEE agrees that LESSOR is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightening, rain, wind, water; wild and domestic animals, insects, and reptiles which may walk, run, fly near, bite, or sting a horse; and irregular footing on outdoor or indoor groomed or wild land which is subject to constant change in condition according to weather, temperature, natural and man-made changes in landscape. Neither LESSOR or stable or its employees and associates are liable for any accidents, injuries, or thefts to animals and personal property kept at the stable. LESSEE understands that horseback riding carries certain risks and dangers, and that LESSEE will use best judgment to always take safety first into consideration while riding the horse, including always wearing a safety helmet. **By signing below, LESSEE releases LESSOR of all liability in connection with any injury sustained as a result of LESSEE'S activities on the horse.** LESSEE also acknowledges that horseback riding is an inherently risky activity and hereby releases LESSOR, and stable, and any other person associated with stable from ANY liability for injury, damage, or loss to LESSEE or LESSEE'S equipment. LESSEE understands that stable requires the use of helmets for each rider. LESSEE will NOT be allowed to ride the horse without the use of a helmet with a safety harness approved by the State of California for horseback riding activities. Said helmet shall meet all ASTM F1163-00 standards and shall meet or exceed SEI certified standards. LESSEE understands that LESSOR is not responsible for any accidents, injuries, damage, or loss to LESSEE or LESSEE'S personal property, in conjunction with the horse. **Warning: There are inherent risks of injury that you voluntarily accept in connection with your riding, and other activities (which are not limited to grooming, longing, feeding, bathing, hoof care, etc.) with the horse. LESSEE, as part of this Agreement, agrees to sign the Waiver of Liability attached to this Agreement.**

\_\_\_\_\_ (LESSEE initial)

**V. LESSOR'S REMEDIES ON BREACH.**

This lease is subject to LESSEE'S performance of the covenants and conditions set forth herein. In the event LESSEE defaults in performance of any such covenants or conditions, and the breach continues for more than 30 days, LESSOR may, at his/her/their option declare the lease forfeit. This lease agreement may be voided with 30 days' WRITTEN notice from either party for any reason, or may be voided immediately if the LESSOR and/or stable manager deems that the

horse's health is put at risk by acts or omissions of LESSEE. If less than 30 days' notice is given by LESSEE, then payments for the next 30 days will be due notwithstanding. If proper notice is given, then any monies paid in advance will be refunded, with the exception of a partial month's stabling. (For example: if the lease agreement is voided the middle of March, then refund will be given for April or later, but not for the remainder of March)

## VI. REPRESENTATIONS.

LESSOR represents that the horse is in sound health and that there are no known illnesses, infirmities, or unsoundness.

THIS LEASE AGREEMENT is entered into in the state of \_\_\_\_\_ and will be interpreted and enforced under the laws of that state.

### **ACCEPTED:**

\_\_\_\_\_  
Lessor/Owner Signature

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Lessor

### **ACCEPTED:**

\_\_\_\_\_  
Lessee Signature

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Lessee