# **ROSEWOOD HUNTERS AND JUMPERS**

# "Building Championships Together"

# HORSE LEASE AGREEMENT

| This Lease is made   | between                                |
|--|--|
| Residing at  |  |
| (hereinafter referred to as "Lessor" and                     | , residing on                          |
|  | (hereinafter referred as "Lessee").    |
| <u>TERM</u>  |  |
| The term of this Lease shall be for a period beginning       |  |
| and ending no later than                                     | , or as otherwise provided for herein: |
|  |  |
| <u>DESCRIPTION</u>   |  |
| This Lease covers the horse(s) described in this section bel | ow:                                    |
| Name:  |  |
| Age:   |  |
| Breed:   |  |
| Sex:   |  |
| Size:  |  |
| CONSIDERATION/PAYMENT  |  |
| Lessee shall pay a fee of:                                   |  |
| Payable as follows:  |  |
| Payment  | Date                                   |
|  |  |
|  |  |
|  |  |

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| USES OF HORSE AND LIMITATIONS  |
|--|
| Lessee covenants not to use the horse for any purpose other than as set forth:   |
|  |
| Lessor promises that said horse is capable and suited for said purpose. Lessor explicitly denies the right to any other party for any sublease agreement, barring all other riders except the Lessee's instructor or chosen professional rider where appropriate.  |
| INSTRUCTIONS FOR CARE  |
| Lessee will follow all practices consistent with quality care  |
| at Lessee's own expense. Lessee shall provide all necessary veterinarian and blacksmith needs at Lessee's own expense. In addition said horse requires: (e.g.  |
| Grain & hay rations, stall size, etc.)   |
|  |
|  |
|  |
|  |
|  |
| RISK OF LOSS AND INSURANCE   |
| <ul> <li>Lessee assumes risk of loss or injury to said horse(s), barring an act of the Lessor or Lessor's agent</li> <li>Lessee shall at his/her own expense at all times during the term of this lease maintain in force a policy or policies of insurance written by one or more responsible insurance carriers acceptable to Lessor. A copy of said policy must be mailed to Lessor within a month of taking delivery. The liability under such policy shall not be less than payable to the Lessor as sole beneficiary</li> </ul>  |
| <u>OWNERSHIP</u>   |
| Lessor warrants that he/she owns said horse free and clear and has the right to execute this Lease.  |
| <u>OPTIONS</u>   |
| a) Lessee has the option to renew this Lease for an additional ( ) month   |
| if a request is made in writing days prior to the expiration of this Lease, provided   |
| the horse is available for a lease.  |
| b) If horse is placed up for sale, the Lessee has the right of first refusal to purchase said horse within () months of the expiration of said lease not to exceed   |
| <ul> <li>Lessee assumes risk of loss or injury to said horse(s), barring an act of the Lessor or Lessor's agent</li> <li>Lessee shall at his/her own expense at all times during the term of this lease maintain in force a policy or policies of insurance written by one or more responsible insurance carriers acceptable to Lessor. A copy of said policy must be mailed to Lessor within a month of taking delivery. The liability under such policy shall not be less than payable to the Lessor as sole beneficiary.</li> <li>OWNERSHIP</li> <li>Lessor warrants that he/she owns said horse free and clear and has the right to execute this Lease.</li> <li>OPTIONS</li> <li>a) Lessee has the option to renew this Lease for an additional () month if a request is made in writing days prior to the expiration of this Lease, provided the horse is available for a lease.</li> <li>b) If horse is placed up for sale, the Lessee has the right of first refusal to purchase said horse</li> </ul> |

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## **COVENANT NOT TO ENCUMBER**

Lessee agrees not to encumber said horse(s) with any lien, charge, or related claim and to hold Lessor harmless therefrom.

## **DEFAULT**

Upon material breach of this Agreement, Lessor reserves the right to remove such horse without incurring any responsibility to Lessee.

This Agreement is terminated upon a breach of any material term and the other party has the right to collect all reasonable fees and costs from the breaching party.

| Signed this | day of | , 20      |  |
|-------------|--------|-----------|--|
| LESSOR      |        | LESSEE    |  |
| Signature   |        | Signature |  |
| Address     |        | Address   |  |
| Address     |        | Address   |  |
| Telephone   |        | Telephone |  |