



# Oldfield Equestrian Center

Okatie, South Carolina

## Horse Half-Lease Agreement

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ made by and between Oldfield Equestrian Center, hereinafter referred to as "LESSOR", providing services as an independent contractor, located at 1 Hoggs Tavern Road, Okatie, SC 29909, hereinafter referred to as "PREMISES", and (Lessee's name) \_\_\_\_\_ residing at (Lessee's Address) \_\_\_\_\_, hereinafter referred to as "LESSEE." These parties warrant that they have the right to enter into this AGREEMENT.

**A. Description of horse.** Hereinafter referred to as "the horse"

Horse Name \_\_\_\_\_ Breed \_\_\_\_\_

Age \_\_\_\_\_ Gender \_\_\_\_\_ Color \_\_\_\_\_ Height \_\_\_\_\_

Distinguishing Markings \_\_\_\_\_

Registration or Tattoo # \_\_\_\_\_ Registration Assn \_\_\_\_\_

**B. Term of Lease.**

This half-lease agreement is a month to month agreement and either party may terminate this Agreement by giving the other party two (2) weeks, or fourteen (14) days notice. Any violation of this lease by the Lessee will cause immediate termination.

Lease Start Date: \_\_\_\_\_

**C. Lease Entitlements.**

The Lessee acknowledges that this lease entitles them to the following:

**1. Up to \_\_\_\_\_ practice rides per week** (to be scheduled in advance). I understand that these practice rides DO NOT accumulate, and will be forfeited if I do not show up to ride. However, these practice rides may occasionally be rescheduled during the week at the discretion of the Lessor Oldfield Equestrian Center by telephoning in advance, if the stable schedule permits. All practice rides will be on the farm, i.e., in the outdoor riding ring, the indoor riding ring, in the round pen or on the circumferential trail. The duration of the practice rides will not exceed two (2) hours. I agree to thoroughly cool out the horse after each ride for a minimum of 10 minutes and put him away clean, dry and appropriately blanketed.

Oldfield Equestrian Center hosts off-property trail rides on a weekly basis throughout the surrounding countryside. I may participate in these rides at no cost if no help is needed or half cost for the assistance Oldfield Equestrian Center crew at the discretion of Oldfield Equestrian Center. These rides will count as one of the weekly rides permitted.

It is my responsibility to communicate with Oldfield Equestrian Center as to when they are going for trail rides and schedule the ride ahead of time. Oldfield Equestrian Center is in no way responsible for communicating or announcing their trail ride schedule.

**2. Use of tack and equipment**, i.e., saddle, saddle pad, bridle, protective horse boots, blankets, horse brushes, halter and lead rope. This equipment is provided by the Lessor and is in excellent condition and repair. I agree to clean saddle and bridle used by me each time I finish riding, and return the equipment to its place and in general, clean up after each ride (i.e., leave the stable as I found it). This includes discarding any horse manure that the leased horse may leave in the main aisles or elsewhere in the facilities.

The Standard equipment to be used on said horse is:

Snaffle Bit:  Curb Bit:  Hackamore

English Saddle:  Western Saddle:  Australian Saddle:  Bareback  Specific Saddle:

**Horse care.** Full board (daily feed, stall cleaning, turn-out), routine veterinary care, worming and maintenance of feet will be provided by the Lessor at the Oldfield Equestrian Center.

**D. Purpose.**

The Lessee is leasing the horse for the intended purpose of:

Lessons:  Practice:  Pleasure:  Trail Riding:

Clinics:  Shows:  Jumping:  with maximum jump height of \_\_\_\_\_



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The Lessor warrants the horse is fit for said purpose.

## **E. Protective headgear will be worn while riding.**

I agree to provide my own protective headgear, an SEI approved riding helmet, and I agree to wear this helmet each time I ride. Riding without protective headgear instantly terminates this lease, and any lease exchange will be forfeited.

## **F. Appropriate riding apparel will be worn.**

I understand that *sneakers*, *sandals*, and *restricting clothing* are not appropriate riding apparel and I will not wear them while around the Oldfield Equestrian Center facilities or near any of the horses. I will wear appropriate footwear, i.e., either paddock boots, tall boots, or regular shoes with a low heel.

## **G. Sole Riding Privilege.**

I understand that I have sole riding privilege and will not allow anyone else (family, relative or friend) on the horse during the lease period. All guests to the stables facility will be required to sign the stable waiver. Lease will be terminated and lease fee forfeited if I allow anyone else on the horse during the lease period.

## **H. Sole Owner of the Horse.**

The Lessor is the sole owner of the leased horse and has complete authority regarding care and use of this horse by the Lessee. The Lessor warrants that the Oldfield Equestrian Center and its owners have on premises a good and clear title to the Horse, free from any liens.

During the course of this half-lease, the horse will remain free of all liens, charges and claims and the horse will not be sold or mortgaged. The horse is and shall remain the sole property of the Lessor. Oldfield Equestrian Center also has sole ownership and/or responsibility of the other horses at the stable and has the sole power of authority to allow another horse to substitute for a ride if the leased horse is unavailable.

## **I. Transportation.**

The Lessor will not remove the horse from the property or transport the horse on a permanent or temporary at any time (except for designated and approved trail rides).

## **J. Emergency Care.**

In the case of the need for emergency and/or major veterinary care, if the horse experiences an injury or medical issue as a result of the Lessor's care (i.e., colic or thrush), the Lessor will take on the entirety of the expenses for the needed emergency veterinary care. If the injury or medical issue as a result of the Lessee's actions or while under the supervision (i.e., severe cuts during trail rides, lameness after a strenuous work out, etc...) of the Lessee, the Lessee agrees to split the cost of the needed emergency veterinary care with the Oldfield Equestrian Center, each paying equal halves (including taxes, surcharges and additional fees).

## **K. Right to Inspection.**

The Lessor has the right at any time, in person or by authorized agent, to inspect the horse to determine if the horse is being properly cared for, treated with respect, and is in good health. The Lessor reserves the right to terminate this agreement immediately if the horse is not being properly cared for by the Lessee.

## **L. Payment.**

The Lessee agrees that in payment for the rights to said horse, the Lessee will pay the following rates.

**1. Fees.** In consideration of \$ \_\_\_\_\_ per horse per  month  day

The Lessor is responsible for educating, instructing, and informing the Lessee on all aspects of their role and the jobs that they are expected to complete. It is understood that if the Lessee ever feels under or misinformed, and that this lack of information may cause personal harm, they may refuse to carry out a task.

## **M. Hold Harmless.**

Lessee hereby agrees to hold the Lessor and Oldfield Equestrian Center, and all affiliated with the stable, harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, third party claims, personal injury and or/damage to property arising out of Lessee's care and/or use of the horse.

**Assumption of the Risk.** Lessee understand that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, Lessee is exposed to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience Lessee has, and no matter what the situation. Lessee agrees and understands that Lessor cannot control the Horse and that Lessee shall release and hold harmless Lessor from any injury arising out of or related to equine activities. Lessee assumes all risk of damage to property or injury to persons as a result of Lessee's use of the Horse and Lessee waives all claims in respect thereof against Lessor, even if damage or injury arises out of the act or omission of Lessor.

IN SIGNING THIS LEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it and sign it voluntarily as my own free act and deed, no oral representations, statement or inducements, apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age (If minor, parent or person representing himself/herself to be the lawful Guardian



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must sign), and I am fully competent. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of South Carolina.

## N. Other Requirements or Notes

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\_\_\_\_\_  
**Lessor/Horse Owner  
Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Lessee / Horse Leaser  
Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Lessor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Lessee Name

\_\_\_\_\_  
Address

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