



11506 Parkgate Dr., Nokesville, VA 20181

***HORSE HALF-LEASE AGREEMENT***

**1. PARTIES**

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between SILVER EAGLE STABLE, located at 11506 Parkgate Drive, Nokesville, VA 20181, hereinafter referred to as "Stable," and \_\_\_\_\_, hereinafter referred to as "Lessee."

**2. HORSE**

Stable leases to Lessee for the term, at the rental and upon all of the conditions set forth herein, the part-time use (Up to 15 days a month) of the Horse more described as follows:

Name: \_\_\_\_\_ DoB: \_\_\_\_\_ Sex: \_\_\_\_\_

Color: \_\_\_\_\_ Breed: \_\_\_\_\_

Registration/Accession Number: \_\_\_\_\_

**3. TERM**

- 3.1 The Term of this Lease shall commence on: \_\_\_\_\_ and terminate on: \_\_\_\_\_ unless sooner terminated pursuant to any provisions hereof.
- 3.2 Either party may terminate this lease prior to the stated date of termination by giving the Stable thirty (30) days prior written notice.
- 3.3 Lessee expressly covenants and agrees that upon termination or cancellation of this Lease, Lessee shall have no further rights in or to the Horse.

**4. RENT**

- 4.1 Lessee shall pay to Stable as rent for the half-use of the Horse during the Term the total sum of \$4200 dollars payable in equal monthly installments of \$350 dollars in advance on or before the 1<sup>st</sup> day of each month of the Term. Rent shall be payable without notice or demand and without deductions, offset, or abatement, to the Stable.
- 4.2 Stable shall charge Lessee a late fee of \$50 if the monthly rental is not paid by the 5<sup>th</sup> day of the month and \$10 for each day the rental payment remains unpaid thereafter.

**5. USE**

- 5.1 Lessee shall be able to use the Horse at any time during the normal operating hours of the Silver Eagle Stable up to fifteen (15) total days a month.



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5.2. The Stable shall be able to use the Horse to support riding lessons and other riding programs when Horse is not being utilized by the Lessee. Prior coordination to Lessee coming out would alleviate any conflicting issues.

5.2. Lessee covenants that during the Term of this Lease, the Horse shall not leave the Stable property without prior coordination with the Stable manager. No other persons than the Lessee shall use the Horse without initially signing a Release and Waiver of Responsibility form.

5.3. Lessee may employ a Trainer of his/her choosing, however all training activity must occur aboard the Stable property.

5.4 Lessee covenants that Horse will be administered in a proper, caring manner devoid of abuse and shall at all times comply with all applicable rules, regulations, orders and requirements in effect during the Term regarding the use, care or boarding of the Horse.

5.5. While use of a riding helmet is strongly encourage for all riders, Lessee agrees to not allow anyone under the age of eighteen (18) to ride the Horse without a proper fitting riding helmet.

## **6. CARE AND MAINTENANCE**

6.1. Horse shall be fed normal hay and grain used by the Stable. Any desired supplements must be provided by the Lessee.

6.2. The Stable agrees to provide full boarding services to the Horse to include twice daily feeding, daily turnout (weather permitted), and stall cleaning services.

## **7. INDEMNITY: ASSUMPTION OF THE RISK**

7.1. Lessee shall indemnify and hold Stable harmless from any and all claims, demands, liability, damages, judgments or actions arising from Lessee's use or possession of the Horse, including any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim.

7.2. Lessee understands 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 he situations. Lessee agrees and understands that the Stable cannot control the Horse and that Lessee shall release and hold harmless the Stable 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 the Stable, even if damage or injury arises out of the act or omission of the Stable.

## **8. DEFAULTS; REMEDIES**



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8.1. The occurrence of any of the following events constitutes a default and breach of this Lease by the Lessee: 1) The failure by Lessee to make rental payment or any other payment required to be made by Lessee hereunder, as and when due, where the failure continues for a period of five (5) days after formal notice from the Stable to the Lessee.

2) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease which Lessee has agreed to observe or perform.

8.2. If Lessee defaults under or breaches this Lease, the Stable shall have the right at any time thereafter, without notice or demand and without limiting the Stable in the exercise of any right or remedy which the Stable may have by reason of the default or breach, to;

1) Terminate Lessee's right to possession of the Horse, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Horse to the Stable; 2) Pursue any other remedy now or hereafter available to the Stable under the laws or judicial decisions of the state of Virginia. Additionally, the Stable shall be entitled to recover from the Lessee all damages incurred by the Stable by reason of Lessee's default including, but not limited to the cost of recovering possession of the Horse and reasonable attorney's fees and court costs. Any unpaid installments of rent or other sums shall bear interest from the date due at the rate of 8% APR.

8.3. The Stable shall not be in default unless the Stable fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after notice by Lessee to the Stable, specifying in what manner the Stable failed to perform such obligations.

## 9. ENTIRE AGREEMENT

All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

STABLE:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

(printed)

LESSEE:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

(printed)

Address: \_\_\_\_\_

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

Email: \_\_\_\_\_