

# HORSE LEASE AGREEMENT



NAME OF HORSE:

AGE:

SEX:

BREED:

COLOR:

## I. PARTIES

The parties to this lease agreement are Three Rivers Equestrian Center (TREC) at 55250 Foster Rd, Bend OR 97707 and (hereinafter “LESSEE”) \_\_\_\_\_.

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

## II. LEASE TERM AND PRICE

A. TREC leases to LESSEE the horse on a month-to-month basis, beginning on the first of the month. TREC shall be paid by LESSEE as follows:

- i. On the 1st of each month, \$\_\_\_\_\_ paid directly to TREC via the website.
- ii. LESSEE is allowed use of horse on agreed upon days:

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 TREC, 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.

LESSEE shall humanely treat and care for the horse.

Shots and checkups are the exclusive responsibility of TREC.

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

## IV. LIMITATION OF LIABILITY

Conditions of Liability. LESSEE agrees that TREC 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, lightning, 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 TREC or its employees and associates are liable for any accidents, injuries, or thefts to animals and personal property kept at TREC. 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 TREC 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 TREC, and any other person associated with TREC from ANY liability for injury, damage, or loss to LESSEE or LESSEE'S equipment. LESSEE understands that TREC requires the use of helmets for each rider under the age of 16. Said helmet shall meet all ASTM F1163-00 standards and shall meet or exceed SEI certified standards. LESSEE understands that TREC 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 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, TREC may, declare the lease forfeit. This lease agreement may be voided anytime with notice from either party for any reason, or may be voided immediately if TREC and/or stable manager deems that the horse's health is put at risk by acts or omissions of LESSEE.

#### **VI. REPRESENTATIONS**

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

#### **ACCEPTED:**

Print Name for TREC: \_\_\_\_\_

Signature for TREC: \_\_\_\_\_ Date: \_\_\_\_\_

#### **ACCEPTED:**

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

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

Lessee Phone Number: \_\_\_\_\_

Lessee Signature \_\_\_\_\_ Date: \_\_\_\_\_