

VALLEY VIEW EQUINE STALL & BOARD LEASE AGREEMENT (TEXAS)

THIS AGREEMENT made effective as of the ____ day of _____, 20____.

BETWEEN:

[NAME OF LESSOR]

[address]
("Lessor")

- and -

[NAME OF LESSEE]

[address]
("Lessee")

WHEREAS, Lessor and Lessee hereby agree to the following terms and conditions:

1. The Stall

The property to be leased in this Agreement is [Stall #_____/Pasture Board] located at _____ [address], _____ [city], Texas (hereinafter referred to as the "Premises"). Lessee shall also have access to and reasonable use of certain pasture land surrounding the main pasture areas, as specifically designated by Lessor, for the feeding, grazing, and exercising of Lessee's individual horse.

2. The Horse

The following horse shall be boarded at the Premises:

[insert a full description of the horse, including name and registration number]

3. Term of the Lease

The term of this Lease shall commence on the ____ day of _____, 20____ and shall terminate on the ____ day of _____, 20____, unless terminated earlier as provided in this Agreement.

4. Rental Fees

Lessee shall pay to Lessor as rent for the Premises, the sum of _____ dollars per month (\$_____/month) for [Stall Board/Pasture Board] on or before the first (1st) day of each month, commencing on the ____ day of _____, 20____ and continuing each month until the termination of this Agreement as provided herein.

Any such rent and other fees shall be paid to _____ [address], _____ [city], Texas, _____ [zip code].

Rental fees shall include the facility's normal feed and hay for the care of Lessee's horse.

5. Additional Fees

Any and all additional fees shall be payable under the same terms as set forth for the rental fees herein.

Any and all training, veterinary, medical, farrier, consignment, and other expenses relating to Lessee's horse shall be Lessee's sole responsibility.

A late fee of _____ dollars (\$_____) per day shall be charged to Lessee for any payment not received by Lessor on or before the third (3rd) day of each month. Lessor also reserves the right to impose a _____ percent (____%) monthly service charge for any account which is thirty (30) days past due.

6. Payment of Fees

Any and all outstanding balances must be paid prior to Lessee removing the horse from the Premises.

Any and all fee rates are subject to change after Lessor has provided Lessee with _____ days' written notice.

The first and last month's rental fees shall be paid in advance by Lessee prior to or upon arrival of Lessee's horse to the Premises.

All fees are non-refundable. Removal of a horse from the Premises prior to the end of the month shall not result in a pro-rated refund of the monthly rental fee.

7. Use of the Premises

The Premises shall be used for the boarding of one horse only. Lessee shall not make or permit any use of the Premises, or do or permit any act, including the keeping of any thing in or about the Premises, which may, directly or indirectly, damage the reputation of the Lease facility, disturb any neighboring resident or other Lessees, or which may violate any law, ordinance or regulation, or which may violate the terms of any insurance policy covering or relating to the Premises.

8. Veterinary Care

Should Lessor, at Lessor's sole discretion, deem it necessary to obtain medical attention for Lessee's horse in the event of an accident, illness or injury, or in the course of normal veterinary or farrier care, Lessor is hereby authorized to provide such care, including selecting a veterinarian or farrier of their choice, at Lessee's expense. In such event, Lessor shall make every effort to contact Lessee and inform him/her of the situation.

Lessor shall not be responsible for farrier's expenses, or the medical care or treatment of Lessee's horses, except as noted above. Lessee is wholly responsible and liable for any and all medical expenses incurred in the care and/or treatment of Lessee's horse in the event of accident, illness, injury, emergency, normal and necessary care, or otherwise.

Lessor shall execute judgment in care and supervision of Lessee's horse. Lessor's veterinarian or farrier of choice shall administer veterinary or foot care as he/she deems necessary for the health and safety of Lessee's horse, at Lessee's expense. Lessee hereby agrees that Lessor or Lessor's staff may give any necessary inoculations or treatments under the general supervision of Lessor's veterinarian and that Lessor, Lessor's staff, and Lessor's veterinarian shall not be held liable for such treatments.

9. Documentation

Upon execution of this Agreement, Lessee shall provide Lessor with current medical records and health papers for each horse being boarded at the Lease facility. Such records shall include: proof of Coggins Test, and current certificates of VEE, WEE, West Nile and Tetanus vaccinations.

Lessee shall also provide Lessor with a current copy of any insurance policy that is in force. In the event of accident, injury, or emergency, Lessee shall not be held responsible for contacting any insurance company under which Lessee's horse is insured. In such event, Lessor shall also not be held responsible for any lack of coverage or any non-payment of medical expenses incurred by Lessee.

Should Lessee fail to provide Lessor with the above-mentioned medical documentation upon the horse's boarding, Lessor may obtain such records from a veterinarian of Lessor's choice, at Lessee's expense.

10. Right of Refusal

Lessor reserves the right to refuse boarding to any horse.

11. Training and Maintenance

Lessee's horse must be halter broken. If Lessee's horse is unruly, Lessor reserves the right to obtain, at Lessee's expense, special training for Lessee's horse in order to ensure the proper maintenance and safety of the horse and others at the facility.

Lessee shall maintain Lessee's horse in a well-groomed and well-cared-for manner. Should Lessor deem Lessee's horse to be unkempt or in poor grooming condition, Lessor shall obtain, at Lessee's expense, any necessary services to remedy the situation.

12. Transportation

While Lessee's horse is in Lessor's custody, Lessor shall have the right, at Lessee's expense, to transport Lessee's horse or to hire a third party to transport Lessee's horse, as Lessor deems necessary.

13. Delivery and Pickup

Lessee shall provide Lessor with a minimum of [24/48] hours' notice prior to delivering or picking up Lessee's horse.

14. Insurance

Lessee fully understands and acknowledges that Lessor does not carry any equine insurance for any of Lessee's horses in Lessor's care and custody. Lessee shall be responsible for taking out and maintaining equine insurance for any of Lessee's horses boarded at the facility and Lessor shall not be held responsible for any violation of the terms of any policy, or any lapse of any policy carried by Lessee.

15. Breach

In the event of a breach of this Agreement by Lessee, Lessee shall be responsible for paying any and all reasonable attorney's fees or other expenses incurred by or on behalf of Lessor as a result of such breach.

Should Lessee be in default for any payment due under this Agreement for more than thirty (30) days, or should Lessee be in default in the performance of any term of this Agreement, Lessor may, at Lessor's

sole discretion, terminate this Agreement and regain possession of the Premises, in the manner provided for by the laws of the State of Texas.

16. Improper Conduct

Should Lessor deem any conduct in or about the Premises on the part of Lessee, or Lessee's family, agents, employees, visitors, guests, or licensees, to be improper or objectionable, Lessor shall have the right to provide Lessee with ten (10) days' notice of Lessor's intention to terminate this Agreement and tender any rent already paid by Lessee on the unexpired term. At the expiration of said ten (10) day period, this Agreement shall terminate and Lessee shall surrender the Premises to Lessor, as provided in this Agreement.

17. Contractual Lien

In accordance with Section 54 of the Texas Property Code, Lessor has a contractual lien for any unpaid rent that is due. Such lien attaches to non-exempt property, as defined by Section 54.042 of the Texas Property Code, that is in or on the Premises or that Lessee has stored in or on the Premises. This contractual lien is in addition to the statutory Landlord's Lien provided for in Section 54.041 of the Texas Property Code.

It is expressly agreed that in the event of Lessee's default under this Agreement, Lessor shall have a lien upon all Lessee's goods, chattels, or personal property of any description not exempt by statute, which are placed in, on, or become a part of the Premises, as security for any and all rent and monies owing for the remainder of the current lease term. Lessee hereby grants to Lessor a security interest in all such non-exempt personal property placed in or on the Premises.

Should Lessor exercise the option to terminate this Agreement, and re-enter and re-let the Premises, as provided for herein, Lessor shall provide Lessee with written notice of the intent to take possession of all of Lessee's non-exempt property located on the Premises. Upon ten (10) days' written notice to Lessee, Lessor shall have the right to sell such property at public or private auction, for cash or credit, and for such prices and terms as Lessor deems fit, with or without having said property present at the auction. Any and all proceeds from such sale shall be applied first to any expenses incurred while removing, storing, and/or selling the property, then to the payment of any rent amounts still due and owing under this Agreement, with the balance, if any, to be paid to Lessee.

18. Holdover

Should Lessee remain in possession of the Premises after the expiration or termination of this Agreement, then, if agreed to in writing by Lessor, this Lease shall become month-to-month and shall be subject to all of the terms and provisions of this Agreement, except only as to (i) the term of this Agreement, and (ii) the monthly rental, which, unless otherwise agreed in writing, shall be _____ dollars per month (\$_____/month) for [Stall Board/Pasture Board], or the current boarding rate for the facility, whichever is higher, payable on or before the first (1st) day of each month.

19. Condition of Premises

Lessor makes no warranties or representations, whatsoever, regarding the condition of the Premises, their fitness for Lessee's intended use, or their zoning. Lessor hereby disclaims any personal knowledge with respect to these matters, it being expressly understood and stipulated by the parties hereto that Lessee has personally inspected the Premises, and is aware of their condition and that they are in good condition and repair, and finds the Premises fit for Lessee's intended use. Lessee hereby accepts the Premises in their current condition and has ascertained that they can, under existing ordinances, be used for the purposes set forth herein.

20. Termination

Upon expiration or other termination of this Agreement, Lessee shall quit and surrender the Premises to Lessor in as good condition as the Premises were at the commencement of the lease term, excepting normal wear and tear. To the extent required by Lessor, Lessee shall remove all improvements and alterations made by Lessee, and the Premises shall be restored to their original condition as at the commencement of the lease term. In the event that any repair, restoration, or cleaning is required, such repair, restoration, or cleaning shall be paid for by Lessee.

Lessee's obligation under this Section 20 shall survive the expiration or other termination of the term of this Lease.

21. Release

It is mutually agreed upon that Lessor, and Lessor's staff, agents, representatives, and any personnel associated therewith, shall not be held liable for any illness, disease, death, theft, accident, and/or injury caused to Lessee's horse during the period in which the horse is in Lessor's custody or control.

Lessee shall also hold Lessor harmless for any claim or cause of action whatsoever arising from, or connected with, Lessor's care, custody, control, breeding, boarding, training, or transporting of Lessee's horse, including but not limited to any personal injury, disability, commercial loss or damage, or any other cost or expense incurred while Lessee's horse is under Lessor's control or on the Premises.

22. Indemnification

Lessee shall indemnify and hold Lessor harmless from any and all liability for injury to or death of any person, including Lessee, or for any damage to Lessee's property, including, but not limited to, Lessee's horse, arising from the use and occupancy of the Premises by Lessee, or from any act or omission of any person(s), including Lessee, in or about the Premises.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

23. Rules and Safety Guidelines

Lessee expressly states that he/she has read, understands, and agrees to follow the Rules and Safety Guidelines attached hereto as "Schedule A" and incorporated herein by reference.

Any failure by Lessee to adhere to the Rules and Safety Guidelines may result in termination of this Agreement.

24. Notices

Any notice which either party may be required to give shall be in writing and may be given by delivering in person or by mailing the same by certified mail, and shall be deemed received on the date of personal delivery or three (3) days after being mailed. If Lessee is more than one person, then notice to one person shall be deemed to be notice to all. Any and all notices shall be given to the following addresses:

If to Lessor:

[Lessor's address]
[phone number]

If to Lessee
[Lessee's address]
[phone number]

25. Assignment

Lessee shall not assign this Agreement or sublet the Premises, or any interest therein, or any right or privilege related thereto, without Lessor's prior written consent.

26. Obligations Joint and Several

In the event that the Premises are leased to more than one individual, each of the individuals hereunder shall be jointly and severally liable for the entire rental fee and for the performance of the terms and provisions of this Agreement.

27. Binding Effect

This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors, heirs, and assigns.

28. No Waiver

A waiver by Lessor of any default or breach of any term, provision, or covenant of this Agreement shall not be deemed to be a waiver of any other breach by Lessee of the same or any other term, provision, or covenant contained herein.

29. Severability

In the event that any term or provision of this Agreement shall be deemed invalid, unenforceable or illegal, such provision shall be deemed severable and the remaining terms and provisions shall remain in full force and effect as though the invalid, unenforceable, or illegal term or provision had never been a part thereof.

30. Remedies Cumulative

The remedies and rights contained in and conveyed by this Agreement are cumulative and are not exclusive of other rights, remedies and benefits permitted by applicable law.

31. Governing Law

The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

32. Time of Essence

Time is of the essence in this Agreement.

33. Headings

The division of this Agreement into sections and the insertion of paragraph headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

34. Entire Agreement

This Agreement, and any Schedules hereto, constitutes the final and entire agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties regarding this subject matter. There are no representations, warranties, or agreements by or between the parties which are not fully set forth herein.

IN WITNESS WHEREOF, Lessor and Lessee hereby accept and agree to the terms and provisions contained in this Agreement.

Signature of Lessor

Signature of Lessee

Name of Lessor

Name of Lessee

Address

Address

City, State, Zip Code

City, State, Zip Code

SCHEDULE A

Rules and Safety Guidelines

1. Never ride unaccompanied. It is recommended that you carry a cell phone with you in case of emergency.
2. Wear an ASTM approved helmet and riding gloves.
3. Regularly check the condition and setup of your equipment.
4. Use caution when riding around pedestrians, other riders, or livestock.
5. Always let other riders know that you are nearby.
6. Do not leave any belongings, equipment, debris, trash, etc. in places that will cause a mess or that may cause a hazard.
7. Never walk or stand behind the horses.
8. Do NOT keep flammable materials on the Premises.
9. Lessee must regularly monitor the health and condition of his/her horse, including the administration of a monthly worming program if the horse is not on a daily wormer, and a twice-yearly ivermectin wormer if a daily wormer is being used.
10. No pets allowed.
11. Do NOT leave children unattended. Children are not allowed to play in the barn, grooming area, or outside the barns. Children MUST be supervised at all times.
12. All trash and manure must be picked up and discarded in the designated bins.
13. No smoking in the barns or on the Premises.
14. Do not ride horses on any concrete or asphalt surfaces.
15. Do not handle or feed any other horses at the facility.
16. Ensure all gates are closed.
17. Turn off all water faucets after use.
18. Water should be used only for grooming of horses, tack grooming, or drinking water for the horses. Any excess water usage will result in an additional charge for the excess water used.
19. Use your own grooming tools and supplies.
20. Turn off all arena and barn lights if you are the last person to leave the facility at night.

21. When arena use demand is high, use is limited to one (1) hour per day per horse. Any scheduled arena use will have priority.
22. All guests must sign a document agreeing to abide by the Rules and Safety Guidelines, as well as an acknowledgement that as a participant in equine activities, under Texas Law (Chapter 87, Civil Practice and Remedies Code), an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities. This document must be on file with Lessor prior to guest engaging in any equine activity at the facility.
23. Use only the boarding stall(s) designated for your horse.
24. Do not use facility supplies, shavings, feed, or any other ranch property, unless explicitly permitted to do so. All feed and shavings are to be dispensed by facility personnel only.
25. Any commercial equine activities (including, but not limited to, horse for hire, horse training, or riding lessons) are strictly prohibited.