



***THIS LEASE IS NOT COMPLETE.***  
**EXCLUSIVE LEASE OF HORSE  
AND WAIVER OF LIABILITY FOR EQUINE ACTIVITY**

This Agreement is made on \_\_\_\_\_, 2006, by and between  
\_\_\_\_\_ (hereinafter referred to as "OWNER"), and  
\_\_\_\_\_ (hereinafter referred to as the "LESSEE") for the  
Lease of the following Horse(s):

**Registered Name:** \_\_\_\_\_  
**Nickname:** \_\_\_\_\_  
**Description:** \_\_\_\_\_  
**Registry and Number:** \_\_\_\_\_  
**Birthdate:** \_\_\_\_\_

**This Lease is made pursuant to the terms and conditions set forth herein and conditioned upon all promises made by Lessee to Owner.**

**RECITALS**

**WHEREAS**, OWNER is the owner of the Horse, and the Horse is in good health and condition on the Effective Date of this Lease; and

**WHEREAS**, Owner has represented to Lessee that the Horse requires an athletic and confident rider who is willing to take lessons on him in the arena for flat work and to ride him on the trail at least twice a week; and

**WHEREAS**, Owner represents and warrants that the Horse is fit for light trail riding, beginner dressage and arena work, flat work training, and light jumping over obstacles not to exceed 2'6" in height; and

**WHEREAS**, Lessee has represented to Owner and warrants that she is an intermediate and confident rider with a background in hunter/jumpers with some flat work foundation, and that she wishes to work with the Horse for a period of not less than six (6) months and that she will take lessons with him at least once a week; and



**WHEREAS**, Owner has represented to Lessee that the Horse is a biter and cribber, and that the Horse has bit Owner in the past, and that Lessee must be careful around the Horse, and further that Owner has never had the Horse x-rayed or checked for soundness; and

**WHEREAS**, Lessee warrants that she has inspected the Horse and has had an opportunity to ride him previous to entering into this Lease, and that she is satisfied with the Horse's physical condition and health and accepts the Horse in his present condition;

**NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **Exclusive Lease.** Owner does hereby lease the Horse to Lessee, and Lessee does hereby lease the Horse from Owner, for a period of not less than six (6) consecutive months for a lease payment of \$ \_\_\_\_\_ **per month** (the "Monthly Lease Fee") payable on the first day of each month beginning \_\_\_\_\_ **through** \_\_\_\_\_. This Lease shall be exclusive to Lessee as against all other persons *except* that Owner and Owner's Trainer. Owner shall continue to be entitled to use, handle, train, and ride the Horse during the Lease period subject to a priority right of Lessee. Under the terms of this lease Lessee shall be entitled to ride and train in hunter/jumper/dressage/trail. At all times, subject to the limitations set forth herein, Lessee shall have a priority right to use, ride, train and handle the Horse over that of all other persons, including Owner. However, it shall be the obligation of Lessee to inform Owner of her riding and training schedule. The Horse shall be entitled to one (1) day of rest per week from training and Lessee shall ensure that the Horse receives his day off.

2. **Term of Lease.** The Initial Term of the Lease shall be for a period of six (6) consecutive months commencing on \_\_\_\_\_, 2006. Owner has the right to terminate this Lease at any time in the event of a material breach by Lessee. A material breach shall include, but is not limited to, the failure by Lessee to pay the Monthly Lease Fee by the 5<sup>th</sup> day of each month. Lessee may, but is not obligated to, terminate this Lease if the Horse becomes lame, seriously ill, or unavailable to ride for a period of not less than 15 days.

3. **Automatic Renewal of Lease on Month to Month Basis.** If neither party terminates this Lease before the expiration of the Initial Term, or if Lessee is not in material breach of the Lease on the date of expiration, this Lease shall automatically renew on a month to month basis thereafter on the same terms and conditions so that there shall be no interruption of this Lease to Lessee.

4. **Expenses for the Care of the Horse.** Other than timely payment of the Monthly Lease Fee and those legal responsibilities assumed by Lessee in Paragraph 13 below, Lessee shall not be responsible for any expenses for the care, boarding or feeding of the Horse during the term



of this Lease and any renewal(s) thereof. Owner shall be responsible for all of the ordinary expenses for the care and boarding of the Horse including but not limited to board, worming, veterinary expenses, and shoeing.

5. **Horse stabled exclusively at** \_\_\_\_\_. The Horse is stabled by Owner at \_\_\_\_\_, in \_\_\_\_\_, California in a paddock/stall. Owner has no intention of moving the Horse to any other facility. This Lease is conditioned upon the Horse's continued board at \_\_\_\_\_. Lessee shall have no right to relocate or remove the Horse from \_\_\_\_\_ to another stable or property, or to insist that the Horse be relocated or stabled at any other property or facility. If Lessee removes the Horse from \_\_\_\_\_ in order to board him at any other stable or property, such action shall constitute an immediate material breach of this Lease, and Owner shall have the right to declare the Lease terminated and to immediate recovery and possession of the Horse no matter where he is located. If Lessee wishes to show the Horse, permission may be granted by Owner for temporary stabling at other locations for the purpose of showing. In the event that Lessee refuses to return possession of the Horse at any time, or is unable to do so, Lessee hereby appoints Owner as her attorney-in-fact with full authority to take immediate possession of the Horse at any time, at any place for any reason without the necessity of obtaining a court order.

6. **The Horse is sole property of Owner.** At all times, the Horse shall remain the sole and exclusive property of Owner and Lessee shall have no right, title or interest in the Horse other than that expressly set forth in this lease. Lessee may not assign this Lease and may not sell, mortgage, lien, charge or otherwise encumber the ownership title of the Horse in any manner whatsoever. Lessee may not loan the Horse to any person or party. Lessee shall not allow any other person to ride the Horse .

7. **Use of Proper Care and Good Judgment.** At all times, Lessee shall use proper care and good judgment in riding, training, using, handling and maintaining the Horse in good physical condition, and to avoid any injury to Lessee, Owner, the Horse, third persons, or fixtures and physical structures of the stable, and/or the personal property of other.

8. **Right of Inspection.** Owner shall have the right of inspection of the Horse at any time to determine if he is being properly cared for by Lessee, and if it becomes necessary, Owner shall have the right to remove the Horse from his stall for veterinarian care and attention. This right of inspection and removal for veterinary care shall supercede Lessee's priority right set forth in paragraph 1 above.



9. **Notices.** Any and all notices or communications required or desired to be given in connection with this Lease shall be in writing and shall be sent by First Class Mail, or Federal Express, or by date stamped electronic mail, or date stamped facsimile transmission, or by hand delivery to the parties. Either party may serve notice on the other as set forth below:

**If to Owner:**

**If to Lessee:**

10. **Special Grants to Lessee.** By virtue of her lease of the Horse, and as long as the Lease is not in breach, Lessee may use the following items at the stable in connection with Lessee's custody, control, use, training and riding of the Horse:

- a) Lessee may use Owner's tack (bridle, halter, tie downs, pads, and saddle) so long as Lessee maintains said tack in good clean condition. Lessee shall have the obligation of returning all tack to Owner's shed after use in the same good condition as when Lessee took it. If any of Owner's tack is damaged or destroyed by the Horse and/or Lessee while Lessee is in possession or use of said tack, then Lessee shall have the obligation to repair or replace said tack immediately.
- b) Lessee may use any items of Owner's property marked for use by the Horse, including but not limited to buckets and feed bins.
- c) Lessee may use any and all horse products, shampoos, liniments, oils, brushes, combs, bandages, wraps etc. found in the Tack Shed which are generally intended for the health, maintenance and welfare of Owner's horses.

The opportunity for Lessee to use Owner's tack, have access to the Tack Shed and other items as set forth above is made available by Owner to Lessee on a voluntary basis, and Lessee has no rights or entitlement to said by virtue of the payment of the Monthly Lease Fee. If Owner believes for any reason that Lessee is abusing this voluntary grant, Owner may revoke the grant at anytime without effecting the validity or enforceability of this Lease.

11. **Limitations of Use of Horse.** Lessee shall be limited in her use of the Horse as follows, and Lessee warrants, covenants and agrees not to use the Horse in violation of this provision:



- a) Lessee shall not trailer the Horse unless she receives the consent of Owner.
- b) Lessee shall not attempt to jump the Horse over any obstacles greater than **three feet (3 ft)** in height.
- c) Lessee shall not race the Horse against any other horse(s).
- d) Lessee shall not ride the Horse without a wearing a helmet.
- e) Lessee shall not attempt to pony any other horses off the Horse.

Any violation of any one of these limitations shall constitute a material breach of this Lease.

12. **Obligations of Lessee.** In consideration for this Lease, Lessee shall be obligated as follows:

- a) To use good judgment and care at all times while in proximity to the Horse, when riding or training the Horse.
- b) To respect and adhere to the facility use rules of stable.
- c) To take not less than one lesson per week with the Horse in the arena.
- d) To notify Owner of any issues, problems or injuries to or with the Horse as soon as Lessee becomes aware of them. In the event of injury to the Horse, Lessee shall first attempt to notify Owner of any emergency situations as soon as reasonably practical and seek her instructions and advice. If Lessee is not able to reach Owner to obtain instructions regarding the immediate care for the Horse, Lessee shall secure the services of a licensed veterinarian to render care and assistance to the Horse. Lessee hereby agrees that in the event that the Horse requires immediate and/or emergency care, Lessee shall obtain all such necessary care to guard and protect the health, welfare and well being of the Horse.



- e) To feed the Horse two (2) scoops of grain after each ride, workout or training session, and to include supplements as provided by Owner.
- f) If the Horse should at anytime become missing, lost, injured, sick, or dead, Lessee shall immediately notify Owner by telephone.
- g) After each ride, without fail, Lessee shall return the Horse to his stall in the same good health and condition in which he was prior to Lessee's use or possession of him on each particular day.
- h) To bar any other person from riding the Horse except for Owner.
- i) To maintain all tack which Lessee's uses in good, clean condition and shall return it to the Tack Shed after each use.
- j) To consider the Horse's well being and safety at all times.
- k) To communicate openly and regularly with Owner regarding the Horse's progress and condition, and any issues which Lessee may have under this Lease.

At Owner's sole and exclusive election, any failure by Lessee of any one of the obligations set forth above may be deemed a material breach of this Lease.

13. **Lessee's Legal Responsibilities.** In consideration for this Lease, Lessee agrees that while the Horse is under the control, custody, supervision, possession or use of Lessee:

- a) Lessee shall be solely responsible for any and all loss, damage, injury, claim, demand, cost and expense arising out of Lessee's negligent or intentional actions or omissions.
- b) Owner shall not be liable or responsible to Lessee and/or any third person for any accident or injury to Lessee or any person, animal, or property.
- c) Lessee assumes and shall bear the entire risk of loss, injury and damage of any kind and nature to the Horse, whether or not caused by the active negligence of Lessee or of any third party. **At all times during this Lease, Lessee shall carry his/her own medical insurance.**



- d) If any damage, injury or death occurs to Lessee, and/or any third party, by virtue of the use or riding the Horse, Lessee does hereby and shall hold harmless and indemnify Owner from and against any and all losses, claims, charges, demands, lawsuits, expenses, and costs, of any kind or nature, resulting from any such injury, damage or death.
- e) Lessee agrees to indemnify and hold Owner harmless against any and all claims, damages, losses, and demands resulting from the use, control and/or possession of the Horse, including but not limited to the costs of defending any resulting claims. Owner shall have no liability or responsibility at all for any damages, claims, injury or death to persons or property hurt, injured or otherwise effected by the Horse at any time during which Lessee is in possession, use, and/or control of the Horse.

14. **Insurance on the Horse.** As of the Effective Date of this Agreement, the Horse is not insured for major medical and mortality. The parties hereto agree that the current value of the Horse is \$ \_\_\_\_\_. Lessee assumes this risk of loss or injury to the Horse while he is within her custody and control, except for any negligent or intentional acts of Owner or third parties. In the event of the death of the Horse which is caused by the Lessee, Lessee agrees to pay Owner the agreed upon value of the Horse within thirty (30) days after the event of death.

15. **ASSUMPTION OF RISK BY LESSEE.** In consideration of this Lease, Lessee expressly acknowledges the following and assumes all risk of injury and death associated with equine activities, and in specific, associated with the Horse, as more fully explained below:

**WARNING**

CURRENTLY, IN THE STATE OF CALIFORNIA, THERE IS NO EQUINE LIMITED LIABILITY ACT. HOWEVER, HORSEBACK RIDING IS CLASSIFIED AS A "RUGGED ADVENTURE RECREATIONAL SPORTING ACTIVITY", AND THERE ARE OBVIOUS AND NON-OBVIOUS INHERENT RISKS ALWAYS PRESENT IN SUCH ACTIVITY DESPITE ALL SAFETY PRECAUTIONS. BY SIGNING THIS AGREEMENT, LESSEE AGREES THAT OWNER SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY, OR INJURY TO, OR THE DEATH OF LESEEE RESULTING FROM THE INHERENT RISKS OF EQUINE RELATED ACTIVITIES IN CONNECTION WITH THIS LEASE. HORSES ARE 5 TO 15 TIMES LARGER AND 20 TO 40 TIMES MORE POWERFUL, AND 3 TO 4 TIMES FASTER THAN A HUMAN. HORSEBACK RIDING IS THE ONLY SPORT WHERE A SMALLER, WEAKER PREDATOR ANIMAL (A HUMAN) TRIES TO



CONTROL THE MOVEMENTS OF A LARGER, STRONGER PREY ANIMAL (THE HORSE), EACH HAVING A LIMITED UNDERSTANDING OF EACH OTHER. LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT THE HORSE IS AN EX-RACEHORSE AND MAY BE UNPREDICTABLE AT TIMES, AND LESSEE IS ASSUMING ALL OF THE KNOWN AND UNKNOWN INHERENT RISKS OF PARTICIPATING IN EQUINE RELATED ACTIVITIES WITH THE HORSE.

### **DISCLAIMER**

There are a number of inherent risks are associated with an Equine Related Activity. A horse may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, bolting, spinning, kicking, stumbling, rearing, trampling, scratching, falling, or butting. A Horse may act unpredictably to conditions, including, but not limited to, a sudden movement; loud noise, an unfamiliar environment; or the introduction of unfamiliar persons, animals, or objects. A Horse may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a person fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in activity with the Horse, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

**ACKNOWLEDGED BY LESSEE:** \_\_\_\_\_

#### 16. **Emergency Contacts.**

**If to Lessee:**

**If to the Owner:**

17. **Lessee's Right of First Refusal to Purchase the Horse.** If the Owner should decide to sell the Horse during the term of the Lease or within 3 months after its expiration (but in no case where the Lease has been terminated for a material breach), Lessee shall have the priority right of first refusal to purchase the Horse from Owner. This provision does not obligate Owner to \_\_\_\_\_.

**THIS LEASE IS NOT COMPLETE. IF YOU WISH TO DISCUSS YOUR EQUINE LEASE NEEDS, PLEASE CALL JENNIFER J. HAGAN, OF THE HAGAN LAW FIRM AT (650) 322-8498. I WOULD BE HAPPY TO ASSIST YOU IN CREATING A LEASE THAT FITS YOUR SPECIFIC HORSES, NEEDS AND PURPOSES.**