

## **HORSE LEASE AGREEMENT – HALF LEASE**

This agreement is entered into this day, \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (Lessee), who shall be known as the Lessee, and \_\_\_\_\_, (Lessor), who shall be known as the Lessor. The lessee is agreeing to pay \$\_\_\_\_/month for a \_\_\_\_\_, \_\_\_\_\_ (name) for the purpose of exclusive riding and showing. Under the half lease agreement, the Lessee is entitled to use of the horse four days weekly, including lesson days.

The following terms and conditions shall apply for the length of the lease.

Lessor is required to take one weekly lesson at Trinity River Farm & Equestrian Center, which is included in the lease fee.

Lessor is required to adhere to Trinity River Farm & Equestrian Center Facility rules which are included as Attachment A.

All minors must be properly supervised by an adult parent or family member while on the property. Unless the minor is involved in a scheduled riding lesson, this supervision is the responsibility of the parent or guardian, and not the responsibility of Trinity River Farm & Equestrian Center.

Payment is due to management on the 1<sup>st</sup> of the month. Failure to provide timely payment under the least agreement is cause for termination of the lease agreement by the lessor and will exclude the lessee from use of the horse until the full monthly payment is made.

This agreement may be terminated by either party by giving 30 days written notice to the other party. This agreement may be terminated immediately by the lessor should it be determined that the horse is being used in a manner deemed dangerous, injurious, or otherwise unsafe.

The lessee shall not be held responsible for loss, damage, injury, claim, demand, cost and expense (including legal expense) arising out of or connected with the use, stabling, or actions for the lease animal whether under the control and supervision of the lessor or not. The lessee will not be responsible for any accident or injury to any person or animal who comes in contact with the above named animal, during the term of this lease.

The lessee is responsible for providing their own tack and supplies, including but not limited to all normal supplies and equipment normally used in the everyday care and use of a horse.

Should the animal become for sale during the term of the lease, the lessee shall have the first right to make a legitimate offer and assume ownership before any other offers would be accepted.

The animal included in this ease shall remain the sole property of the lessor and the lessee shall have no right, title, or loan to any other party of said animal except as stated here.

\_\_\_\_\_ is to be considered the principle home stable during the term of this lease, but permission is granted for temporary stabling at other locations for the purpose of showing, demonstrations or such activities, but prior approval must be obtained from the lessor to change the principle home stable, or for leaving the facility with the horse at any time.

The lessee shall use proper care and good judgment in maintaining and training said animal in same health condition as to when lease began. Lessor is responsible for 1/2 of all farrier and routine (worming) expenses incurred in the care and maintenance of the horse named above.

Property in Storage on Stable's Premises. Owner may store certain tack and equipment on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.

Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Owner expressly releases Stable from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Stable or its representatives, agents or employees.

**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.**

- 16. Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Texas, and shall be enforced and interpreted in accordance with the laws of said State.
  
- 17. Enforceability of Contract. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

OWNER OR AUTHORIZED AGENT: (Parent or Guardian of owner is a minor)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Parent or Guardian

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_ (Lessee)

\_\_\_\_\_

Telephone: Home: \_\_\_\_\_

Work: \_\_\_\_\_

Cell: \_\_\_\_\_

Address: \_\_\_\_\_ (Lessee)

\_\_\_\_\_

Telephone: Home: \_\_\_\_\_ (Parent or Guardian)

Work: \_\_\_\_\_

Cell: \_\_\_\_\_

\_\_\_\_\_  
Lessor - Signature

\_\_\_\_\_  
Lessor - Print

\_\_\_\_\_  
Lessee - Signature

\_\_\_\_\_  
Lessee - Print