



Painted Bar Stables



Horse Half-Lease Agreement

Lessor:

Name: Contact Name:
Address: City/State/Zip:
Phone: E-mail:

Lessee:

Name: Contact Name:
Address: City/State/Zip:
Phone: E-mail:

In consideration for participating in the Painted Bar Stables Horse Half-Lease Program, I hereby agree to the following.

A. Description of Horse:

Name: Hereinafter referred to as "the horse"

Age: Breed:

Registration or Tattoo #: Registration Association:

Gender: Color:

Height: Distinguishing Markings:

B. Term of Lease.

This half-lease agreement is a month to month agreement and either party may terminate this Agreement by giving the other party two (2) weeks, or fourteen (14) days notice. Any violation of this lease by the Lessee will cause immediate termination.

Lease Start Date:



C. Lease Entitlements.

The Lessee acknowledges that this lease entitles them to the following:

1. Up to _____ practice rides per week (to be scheduled in advance). I understand that these practice rides DO NOT accumulate, and will be forfeited if I do not show up to ride. However, these practice rides may occasionally be rescheduled during the week at the discretion of the Lessor or Painted Bar Stables by telephoning in advance, if the stable schedule permits. All practice rides will be on the farm, i.e., in the outdoor riding ring, the indoor riding ring, in the round pen or on the circumferential trail. The duration of the practice rides will not exceed two (2) hours. I agree to thoroughly cool out the horse after each ride for a minimum of 10 minutes and put him away clean, dry and appropriately blanketed.

Painted Bar Stables hosts off-property trail rides on a weekly basis throughout the surrounding countryside. I may participate in these rides at no cost if no help is needed or half cost for the assistance of Painted Bar Stables crew at the discretion of Painted Bar Stables. These rides will count as one of the weekly rides permitted.

It is my responsibility to communicate with Painted Bar Stables as to when they are going for trail rides and schedule the ride ahead of time. Painted Bar Stables is in no way responsible for communicating or announcing their trail ride schedule.

2. Use of tack and equipment, i.e., saddle, saddle pad, bridle, protective horse boots, blankets, horse brushes, halter and lead rope. This equipment is provided by the Lessor and is in excellent condition and repair. I agree to clean saddle and bridle used by me each time I finish riding, and return the equipment to its place and in general, clean up after each ride (i.e., leave the stable as I found it). This includes discarding any horse manure that the leased horse may leave in the main aisles or elsewhere in the facilities.

The Standard equipment to be used on said horse is:

Snaffle Bit: Curb Bit: Hackamore:

English Saddle: Western Saddle: Australian Saddle:

Bareback: Specific Saddle:

Horse care. Full board (daily feed, stall cleaning, turn-out), routine veterinary care, worming and maintenance of feet will be provided by the Lessor at the Painted Bar Stables.

D. Purpose.

The Lessee is leasing the horse for the intended purpose of:

Lessons: Practice: Pleasure: Trail Riding:

Clinics: Shows: Jumping: with maximum jump height of

The Lessor warrants the horse is fit for said purpose.

E. Protective headgear will be worn while riding.

I agree to provide my own protective headgear, an SEI approved riding helmet, and I agree to wear this helmet each time I ride.

Riding without protective headgear instantly terminates this lease, and any lease exchange will be forfeited.

F. Appropriate riding apparel will be worn.

I understand that *sneakers*, *sandals*, and *restricting clothing* are not appropriate riding apparel and I will not wear them while around the Painted Bar Stables facilities or near any of the horses. I will wear appropriate footwear, i.e., either paddock boots, tall boots or regular shoes with a low heel.

G. Sole Riding Privilege.

I understand that I have sole riding privilege and will not allow anyone else (family, relative or friend) on the horse during the lease period. All guests to the stables facility will be required to sign the stable waiver. Lease will be terminated and lease fee forfeited if I allow anyone else on the horse during the lease period.

H. Sole Owner of the Horse.

The Lessor is the sole owner of the leased horse and has complete authority regarding care and use of this horse by the Lessee. The Lessor warrants that the Painted Bar Stables and its owners has on premises a good and clear title to the Horse, free from any liens. During the course of this half-lease, the horse will remain free of all liens, charges and claims and the horse will not be sold or mortgaged. The horse is and shall remain the sole property of the Lessor. Painted Bar Stables also has sole ownership and/or responsibility of the other horses at the stable and has the sole power of authority to allow another horse to substitute for a ride if the leased horse is unavailable.

I. Transportation.

The Lessor will not remove the horse from the property or transport the horse on a permanent or temporary at any time (except for designated and approved trail rides).

J. Emergency Care.

In the case of the need for emergency and/or major veterinary care, if the horse experiences an injury or medical issue as a result of the Lessor's care (i.e., colic or thrush), the Lessor will take on the entirety of the expenses for the needed emergency veterinary care. If the injury or medical issue as a result of the Lessee's actions or while under the supervision (i.e., severe cuts during trail rides, lameness after a strenuous work out, etc...) of the Lessee, the Lessee agrees to split the cost of the needed emergency veterinary care with the Painted Bar Stables, each paying equal halves (including taxes, surcharges and additional fees).

K. Right to Inspection.

The Lessor has the right at any time, in person or by authorized agent, to inspect the horse to determine if the horse is being properly cared for, treated with respect, and is in good health. The Lessor reserves the right to terminate this agreement immediately if the horse is not being properly cared for by the Lessee.

L. Payment.

The Lessee agrees that in payment for the rights to said horse, the Lessee will pay the following rates.

1. Fees. In consideration of \$.00 per horse per month day paid by the Lessee in advance on the first day of each month, the Lessor agrees to lease to the lessee the herein described horse(s) on a month to month basis commencing the _____ day of _____, 20____.

Notice of Termination will be given at least two weeks prior to cancellation. Partial months boarding shall be paid on a pro-rated basis based on the numbers of days boarded in a standard 30 day month.

2. Payable To: Payment is accepted in the form of cash or check. All payments must be made payable to:

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3. Late Fees. Lease fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

4. Lessor Responsibility. It is understood that the Lessor is in no way responsible for transportation, scheduling conflicts, meals, proper attire or personal safety equipment (helmet included).

The Lessor is responsible for educating, instructing, and informing the Lessee on all aspects of their role and the jobs that they are expected to complete. It is understood that if the Lessee ever feels under- or mis-informed, and that this lack of information may cause personal harm, they may refuse to carry out a task.

M. Hold Harmless.

Lessee hereby agrees to hold the Lessor and Painted Bar Stables, and all affiliated with the stable, harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, third party claims, personal injury and or/damage to property arising out of Lessee's care and/or use of the horse.

IN SIGNING THIS LEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it and sign it voluntarily as my own free act and deed, no oral representations, statement or inducements, apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age (If minor, parent or person representing himself/herself to be the lawful Guardian must sign), and I am fully competent. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New York.

N. Other Requirements or Notes

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LESSOR / HORSE OWNER (SIGNATURE): DATE:

LESSEE / HORSE LEASER (SIGNATURE): DATE: