**Horse Half-Lease Agreement**

**TopCrest Stables LLC**

**PARTIES:** This Horse Lease Agreement is made and entered into by:

(“Lessor”) Owners Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

(“Lessee”) Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**HORSE:** Lessee leases for the term, at the rental, and upon all of the conditions set forth herein, the part-time use of that certain Horse more fully described as follows:

(“Horse”), Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LOCATION**: TopCrest Stables LLC 9300 Polk Street Zeeland, MI 49646

**TERM:**  Terms of this Lease shall commence on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Commencement Date”) and terminate on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Termination Date”) Lessee has the option to renew this Lease for an additional\_\_\_\_\_\_\_\_\_(months), if a request is made in writing 30 days prior to the termination date of this agreement. Unless sooner terminated pursuant to any provision hereof. *Early termination* either party may terminate this lease prior to the stated date of “Termination date” Lessee shall give the Lessor thirty (30) days prior written notice. *Obligations and Rights upon lease termination*. Lessee expressly covenants and agrees upon termination or cancellation of this Lease, Lessee shall have no further rights in or to the Horse.

**\_\_\_\_\_Up-Front cost ($2,500):**

**\_\_\_\_\_Lease Package ($500):**

This package includes

* 1 Private or Group lesson per week ($150-$200)
* 2 Leaser or Boarder ride times per week ($50)
* Farrier and Vet costs (normally $200)
* Half board (normally $425)
* Horse rental fees for horse shows waived (normally $180-240 per show)

**ADDITIONAL AGREEMENT(S):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**USE:**  Lessee shall be able to use the Horse \_\_\_ days per week during the term of this lease. Days of use shall be negotiated if another Half-Lessee is leasing Horse during the same period. Horse shall have at least one day of rest in every 7-day period. Helmet worn at all times. *Type of use;* Lessee covenants that during the term of this Lease, the Horse shall be used for the purpose(s) of lessons, showing under the supervision of Angela Barnes, and pleasure riding (***NO*** *jumping outside of a lesson*). Lessee further represents that the only person (except trainers named below) who may ride the Horse during the Lease Term is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Lessee shall not use the Horse for any other purpose except as set forth herein unless agreed to in writing by Lessor. *Trainers*: during the term of this Lease, Lessee shall only use the following trainer(s): Angela Barnes, Britney Barnes and Nicole Hunter. *Compliance with Law*; Lessee, at Lessee's expense, shall at all times the Horse is in Lessee’s possession, comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the Term regulating the use, care or boarding of the Horse.

**CARE AND MAINTENANCE:** *Lessee's obligations*; Term including regular grooming and exercise for the Horse. All tack and equipment used on Horse to be approved by Angela Barnes. *Lessor’s Rights*. If Lessee fails to perform Lessee's obligations, Lessor shall have the right, at its option, to declare a breach of the Lease Agreement and enter the Lessee’s premises, and re-take possession of the Horse or Lessor may discharge Lessee’s obligations.

**LESSEE’S REPRESENTATIONS AND WARRANTIES**: *Lessee represents and warrants to Lessor the followin*g: 1) Lessee is not a minor or incompetent person and is authorized and empowered to enter into this agreement; 2) Lessee will not allow or cause any lien, charge or other encumbrance to be asserted against the Horse or Lessor’s ownership thereof; 3) Lessee has the ability, knowledge and skill necessary to care for and maintain the Horse in good physical condition; 4) Lessee shall maintain horse at Topcrest Stables. 5) Lessee shall not sell or relocate the Horse without the express written consent of Lessor.

**LESSOR’S REPRESENTATION AND WARRANTIES:** *Lessor represents and warrants to Lessor the following:* 1) Lessor is the owner of the Horse; 2) Lessor is authorized and empowered to enter into this agreement; and 3) the Horse is fit for the stated purpose and use set forth herein.

**INSURANCE:** *Property and Liability Insurance*. In the event Lessee is in the exclusive

possession of the Horse during the Term of this Lease, Lessee shall maintain throughout the Term, at its sole cost and expense, insurance against loss or injury to the Horse in the amount of $\_\_\_\_\_\_\_\_ and comprehensive general liability insurance, providing a combined single limit of liability of not less than$\_\_\_\_\_\_\_\_ per occurrence. Lessee shall furnish Certificates of Insurance evidencing the coverage specified above. The Certificates shall show Lessor as an additional insured and shall provide for at least ten (10) days' written notice to Lessor of cancellation or material change. \_\_\_\_\_\_\_\_\_\_\_

**INDEMNITY; ASSUMPTION OF THE RISK:** *Indemnity*. Lessee shall indemnify and hold Lessor harmless from any claims, demands, liability or actions arising from Lessee's use or

Possession of the Horse, including any costs, attorney's fees and liabilities incurred in the defense of any such claim or any action brought thereon. *Assumption of the Ris*k; Lessee understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, Lessee is exposed to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience Lessee has, and no matter what situation. Lessee agrees and understands that Lessor can control the Horse and that Lessee shall release and hold harmless Lessor from any injury arising out of or related to equine activities. Lessee assumes all risk of damage to property or injury to person as result of Lessee’s use of the Horse and Lessee waives all claims in respect thereof against Lessor.

**DEFAULTS; REMEDIES:** *Defaults.* The occurrence of any of the following events constitutes a default and breach of this Lease by Lessee: 1)The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where the failure continues for a period of fifteen (15) days after notice thereof from Lessor to Lessee; 2) the failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease which Lessee is required to observe or perform.*Remedies Default*. If Lessee defaults under or breaches this Lease, Lessor shall have the right at any time thereafter, without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of the default or breach, to: 1) Terminate Lessee's right to possession of the Horse by self or any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Horse to Lessor; 2) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state in which the Horse is located. Additionally, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to the cost of recovering possession of the Horse and reasonable attorney's fees and court costs. Any unpaid Rent shall be paid per Topcrest Stables LLC boarding contract.*Default;* Lessor shall not be in default unless Lessor fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after notice by Lessee to Lessor, specifying in what manner Lessor has failed to perform such obligations.

**SURRENDER OF POSSESION:** On the last day of the Term, or on any sooner termination, Lessee shall surrender the Horse to Lessor in good condition.

**BINDING EFFECT:** Subject to any provisions hereof restricting assignment or subletting by Lessee and subject tothe provisions of paragraph, this Lease shall bind the parties, their personal representatives, heirs, successors, and assigns.

**ENTIRE AGREEMENT**: All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This lease may not be modified or amended in any manner except by an instrument in writing executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSOR:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed)

LESSEE:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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