

Simple Times Stable Horse Riding & Lease Agreement

THIS AGREEMENT entered into this _____ day of _____, in the year _____, by and between *Simple Times Farm & Stable* hereinafter referred to as "Lessor" and

_____ hereinafter referred to as "Lessee".

"Lessor" hereby leases to "Lessee" the horse named _____, hereinafter referred to as "Horse" and includes the following description:

Name:

Breed: Color: Age: Sex: Height: Weight: Other:

DURATION OF THE LEASE:

COST OF SHORT-TERM LEASE:

COST OF LONG-TERM LEASE:

USE AND CARE OF THE HORSE:

LEASE TERM

Beginning Date

Ending Date (3 month contract minimum)

One Day Two Day Three Day Four Day Five Day Lease

Monthly Full Lease

PARTIAL LEASE TERMS

Lease Fee One Day Per Week

\$100 per month

Two Days Per Week

\$200 per month

Three Days Per Week

\$300 per month

Four Days Per Week

\$380 per month

Additional Daily Lease Fee (for an approved companion rider

Full Day - **\$80.00**

Lease Fee -

Unlimited riding, 3 month contract

\$470.00 per month

Full Unlimited riding, 6 month terms - **\$420.00 per month**

1. Lessor will be responsible for ordinary veterinary and farrier expenses. "Lessee" will not be responsible to maintain insurance on the life of the "Horse" during the term of this lease.
2. Lessee shall have use of the horse according to the following terms of this agreement.
3. In the case of a partial lease, the Lessor reserves the right to use the horse in lessons or for another partial lease. If you need to change the day you are scheduled to ride on it is the responsibility of partial-lessees to communicate and agree to exchanged days for riding time of the horse (Lessor will provide forms for this purpose if requested). Any lessee abusing the right of another lessee to enjoy the horse equally will have their lease terminated. If any partial-share lessees need to ride at the same time, another horse's time may be purchased. Who rides the non-leased horse and who pays for that horse's time shall be determined by the lessees. The cost of use of an additional horse is based on the current practice riding fee for whichever lessee rides the additional horse. Careful communication and planning is taken on Simple Times Stable's part to avoid conflicts of time.

If leased horse is not available, lessee must have Lessor's approval on substitute horse. No horse substitution shall be made without additional cost when leased horse is available and rideable (as determined by Lessor) or when a substitution is requested for participation in above listed restricted activities. Lessee may ride other Lessor horses in Lessor sponsored lessons without additional cost.

4. "Lessee" is authorized to use the "Horse" for: ___Pleasure ___Lessons ___Show Other:

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5. This agreement is non-transferable.
 6. Should lessee default on payments or abuse the horse/pony in any way this contract shall be immediately terminated.
 7. Both parties agree that this lease shall be governed by the laws of the State of Michigan.
 8. During the time that the horse/pony is off the property and in custody of the "Lessee", the "Lessee" shall be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of or being connected in any way with the lease of said horse(s), to include the negligence on the part of the "Lessee", its agents, and/or employees. "Lessee" is liable for any injuries that occur to the horse/pony on Simple Times Farm property due to negligence on the part of the "lessee".
 9. The "Lessee" assumes all liability for anyone who s/he allows to ride the above said leased horse. The "Lessee" also agrees to hold the "Lessor" harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone.
 10. The "Lessee" agrees that all riders on Simple Times Farm & Stables Property and/or using a horse owned by Simple Times Stables, must sign the attached release form. If the riders are younger than 18 years of age the release form must be signed by the riders parent or legal guardian. The "Lessee" has read, understands and accepts the full intent of the following warning pursuant to the Michigan Equine Activity Liability Act.
 11. The "Lessee" agrees to attempt to contact the "Lessor" should emergency veterinary treatment be needed for said horse(s), but, if unable to contact "Lessor", the "Lessee" is then authorized to secure emergency veterinary, and emergency farrier care required for the health and well-being of said horse(s).

The "Lessee" shall NOT assume that the "Lessor" desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless the "Lessee" is instructed by the "Lessor" verbally or in writing.

WARNING: Under Michigan law, an equine activity sponsor or 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.

The "Lessor" agrees to notify the "Lessee" of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact the "Lessor" in the event of an emergency. In the event the "Lessor" departs for vacation or is otherwise unavailable, prior to departure the "Lessor" shall notify the "Lessee" as to what party is authorized to make decisions in the "Lessor's" place with regard to the health, well-being, and/or medical treatment of the horse(s).

12. Any action or claim brought by the "Lessor" against the "Lessee" for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

13. The Parties agree that this Contract may be changed or terminated by the "Lessor" or the "Lessee" upon thirty (30) days notice, regardless of the leasing period. All notices must be issued in writing and agreed upon by both the parties.

14. In the event someone other than the "Lessor" shall call for the horse(s), such person shall have written authority signed by the "Lessor" to obtain said horse(s).

15. 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 the "Lessor's" stable, and shall be enforced and interpreted in accordance with the laws of the State of Michigan.

16. 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.

17. Lessee has/does not have the option to renew this Lease for an additional _____ months if a request is made in writing seven days prior to the expiration of the term of this Lease, provided, however, the horse is available for Lease.

IN WITNESS WHEREOF, the parties have executed this lease: **LESSOR Name: __Simple Times Farm/Christina DeSota_____**

Address: 6081 E. Baldwin Rd. City: Grand Blanc State/Zip: MI 48439 Phone: 810-771-4480

LESSEE Name: _____

Address: City: State/Zip: Phone:

(Lessor
Signature) Date

(Lessee
Signature) Date

WARNING

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Simple Times Stables Equestrian Activity and/or Lesson Liability Release Form

Adult Release Form

ACKNOWLEDGEMENT of RISK and RELEASE of LIABILITY – “For a Participant who is 18 years of Age and Older” and who is in the proximity of horses owned by Simple Times Stables and/or our boarders, directors, managers, employees, officers, volunteers, business operators, and/or site property owners.

Please Print Clearly...

Participant’s Name: _____ Date of

Birth: _____

Participant’s

Address: _____ City: _____ Zip

Code: _____

Simple Times Stables, directors, managers, employees, officers, volunteers, business operators, and site property owners (all of them collectively called the HOST):

Initial each item below After Reading and Understanding the item

___ 1) **I am the Participant listed above, and I understand that this form is binding on me for all legal purposes.**

___ 2) **I am the Participant listed above, and I understand that under Michigan law, an equine activity sponsor or 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.**

___ 3) **I am the Participant listed above, and I understand** there are inherent **DANGERS, HAZARDS, and RISKS**, (collectively called **RISKS**) associated with Equine Activities and injuries resulting from these “**RISKS**” are a common occurrence.

___ 4) **I am the Participant listed above, and I acknowledge** that the inherent “**RISKS**” of Equine Activity mean those **DANGEROUS** conditions which are an integral part of being in the presence of horses and/or participating in Equine Activities, **including but not limited to:**

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the propensity of any equine to behave in ways that might result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people, or objects.

the unpredictability of an equine’s reaction to such things as sounds, sudden movements, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects.

the potential for other participant(s) and/or HOSTS to act in a negligent manner that might contribute to injury to themselves or others, such as failing to act within their ability or to maintain control over an equine

___ 5) **I am the Participant listed above, and I freely accept and Fully Assume All Responsibility** for the inherent “**RISKS**” and the possibility of personal injury, death, property damage or loss which might result from participating in an equine activity.

___ 6) **I am the Participant listed above, and I acknowledge** that it remains my **Sole Responsibility** for my personal safety while engaging in the HOST'S sponsored Equine Activities.

___ 7) **I am the Participant listed above, and in addition to consideration that I am hereby giving before participating in an Equine Activity, I and my heirs, executors, administrators and assignees (collectively called my "Legal Representatives)" agree:**

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To Waive All Claims that I might have against the "HOST"; and

To Release the "HOST" from Any and All Liability for any loss, damages, injury, or expense that I or my "Legal Representatives" might suffer as a result of my participation due to any cause **including any NEGLIGENCE ON THE PART OF THE "HOST"; and**

To HOLD HARMLESS AND INDEMNIFY the "HOST" from any and all liability for property damage or personal injury to myself or to any third party which might result from my participation in Equine Activities.

I am the Participant listed above, and before signing this form I read it (as indicated by my initials above) and I state that I understand it. I further state I am aware that signing this form, waives certain legal rights I and/or my "Legal Representatives" might have against the "HOST".

SIGNED This _____ day of _____, 20_____

Do NOT SIGN until you Understand and have Initialed All Items Above...

Signature of Participant _____

Print Name of HOST Witness to Signing & Initialing _____

Signature of HOST _____

Witness _____

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