

AFFINITY EQUESTRIAN LLC

EQUINE PARTIAL LEASE AGREEMENT

This **EQUINE PARTIAL LEASE AGREEMENT** is entered into on this ____ day of _____ month, 20____, by and between _____ (Lessor) and _____ (Lessee). Lessor does hereby partially lease to Lessee and Lessee does hereby lease from the Lessor the _____ (color/age) _____ (gender) equine known as _____ (equine's name) for the total of \$ _____ per month of this agreement. Lessee understands that a \$30 late fee will be charge if payment is not received by the _____ day of each month this lease is in effect. The lease shall be for a period of _____ months, beginning this ____ day of ____ month, 20____. This lease agreement will terminate on ____ day of _____, 20____ unless a renewal agreement is signed for the continuation of said lease.

In exchange for the partial use of the above named equine during the above stated period of this lease, the Lessee does hereby agree to the following:

1. Lessee understands this equine will still be used for lessons and agrees their practice rides will be available to be used on _____ and _____ days of each week. If Lessee or Lessor need to make adjustments to these days, each party agrees to do so at least 24 hours before the normally scheduled practice ride.
2. Lessee will hold the first right of refusal to take equine to each show or event. Lessee will not be responsible for the additional Horse Usage fee for this equine at an event through the duration of this lease.
3. Lessor agrees to provide antique tack for leased equine to be used by Lessee. Lessee agrees to provide appropriate care of tack, for leased equine, while equipment is in use by lessee for leased equine. Lessor agrees to be held 100% accountable for damage to tack and equipment, if appropriate care is not taken, or if negligence causes damage/broken/or loss of equipment.
4. The title and ownership of the leased equine shall be and remain in the name of the Owner. Lessee shall NOT sell, mortgage, or encumber this leased equine in any manner whatsoever. Lessee shall NOT assign this lease nor sublease the equine covered hereby.
5. Lessee agrees to NOT remove the aforementioned leased equine from said equine's boarded property unless it is a scheduled event such as an approved horse show or 4-H event.
6. Monies paid forward by lessee is considered continuation of said lease and is included under this lease as agreement to fulfill lessee's fiduciary responsibility to Lessor for the partial use of said equine and is nonrefundable.
7. Lessor can end this lease at any time with or without notice requiring full remission of payment due upon evidence of neglect, abuse of said equine, abuse of Lessor's property, verbal and/or physical abuse of Lessor; Lessor's employees, Lessor's other clients, Lessor's guests, Lessor's relatives, Lessor's other equines, of stable's owners; it's employees, guests, relatives, stable owner's equines, livestock and/or pets, adjoining property; adjoining properties owners, their employees, guests, and relatives.
8. Lessee will be held 100% accountable for negligent acts by Lessee to leased equine resulting in injury or death.
9. Lessor shall NOT hold Lessee liable for any serious injury or death of the leased equine arising from events not resulting from negligence on the part of Lessee or the Lessee's agents.
10. Lessee shall hold Lessor harmless for any injury to persons associated with Lessee or damages to any and/or all property personal or otherwise of Lessee caused by the leased equine.

