

EQUINE LEASE AGREEMENT
For educational purposes only

1. Date and parties

This agreement is made on _____ by and between _____, residing at _____ and _____, referred to as the Lessor, and _____, residing at _____ and referred to as the Lessee.

By their signatures below they agree as follows:

2. Horse Description

The Lessor is and unless otherwise agreed in writing signed by the parties, shall remain, the sole owner of the horse referred to herein, described as follows:

NAME:	
BREED:	
REGISTRATION NUMBER:	
SEX:	
AGE:	
COLOR AND MARKINGS:	

3. Term and Conditions

This lease will start _____ and end _____. During that period, or while Lessee is in possession or control of the horse, and as otherwise provided herein –

(a) Lessee assumes liability for and agrees to indemnify and hold Lessor harmless against any claim, award or judgment for damage, costs, fees, injury or death to any animal, person or property caused in whole or part by

the horse or its handling. The terms of this subparagraph (a) shall survive the termination of the lease agreement.

(b) Lessee shall have sole care, custody and control of the horse.

(c) Lessee is responsible for all care, fees and costs of the horse including for example safe and healthy feed, water and board, timely farrier work, and all veterinary care.

(d) Lessee understands horses may cause destruction, injury or death and that working with, riding, handling and being in proximity to horses is always risky and dangerous.

(e) Lessee is responsible for any tack and supplies loaned by Lessor, like saddles, bridles, girths, pads, blankets, etc., and if damaged while Lessee has them will repair or replace them - and in any event return them - per Lessor's instructions.

(f) Lessee shall feed the horse on time with the right quality and quantity of feeds or hays; provide proper shelter, water, grooming, nutrition, and other wellness maintenance; use the horse for back-riding purposes only with one or two riders; not ride the horse in high _____, shallow and uneven areas, moderate to extreme weather conditions; not use the horse for transporting or lifting any items or objects that exceed its carrying capacity; allow the Lessor or its authorized representative to regularly check the overall condition of the horse, including its caring activities; not assign this lease agreement or sublease the horse to any person or entity; (h) not transport the horse to any other state or country without the prior written consent of the Lessor; call the Lessor immediately about any concerns related to the health of the horse.

(g) Other terms: _____
_____.

4. Payment

Lessee shall pay the Lessor on or before the _____ day of each month of the lease the amount of \$ _____ via _____
_____.

Lessee understands and acknowledges this lease amount does not cover the horse's nutrition, transportation fees, feeds, grooming, veterinary, farrier, and other horse care, which are Lessee's responsibilities. In case of late

payment, Lessee agrees to pay a late payment fee of _____, to be added on to the following monthly lease amount. All amounts remaining due shall be paid in full by the end of the lease term, after which they will accrue interest at the rate of 2% per month.

5. Indemnification, release and hold harmless

Lessee further understands, acknowledges and confirms that horses and horseback riding come with certain risks that may result in property damage, bodily injury, or death of the rider or anyone around the horse. Lessee forever releases, will hold harmless, and shall indemnify the Lessor from or for any claims or liabilities that may arise due to such incidents. Lessee acknowledges and shall comply with the terms and requirements of Colorado Revised Statute section 13-21-119.

6. Insurance

Lessor, as owner, may maintain insurance on the horse for major medical, colic, and mortality. Lessee further may insure the horse but shall remain responsible for any injury, damages, loss or claim not covered by insurance.

7. Modification

The parties acknowledge Colorado law may allow for oral modification of agreements. However, the parties expressly agree with each other that the issues herein, namely ownership, care and possession, risk, insurance and other matters pertaining to the welfare of an animal, are too important to be left to potentially vague or ambiguous or disputed *oral or verbal* modification. Therefore, to the maximum extent possible, and for evidentiary purposes at any hearing or trial, the parties intend and agree that this lease agreement and its terms and conditions may only be modified *in writing* signed by the parties.

8. Lessee's Failure to Perform

This lease agreement is subject to Lessee's timely performance of its terms and conditions. In the event Lessee fails or refuses to perform or otherwise defaults, Lessor may at its discretion declare the lease forfeited with no monies refunded, take back possession of the horse without further notice

and at Lessee's expense, and/or pursue any and all other claims and remedies available in law or equity.

9. Disputes

The parties agree this agreement is made and entered into in _____ County, Colorado. Any dispute arising under or related to this agreement not otherwise resolved must be brought in district or county court therein. The prevailing party shall be entitled to its reasonable attorney's fees and litigation expenses, to be paid by the other party.

Agreed and accepted:

Lessor

Lessee

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