



Part Time Horse Lease Agreement

1. PARTIES.

This Part Time Horse Lease Agreement is made and entered into as of _____

by and between:

Date

Name: Harmony Hilltop Ranch LLC.

Address: 3964 County Road 660, Farmersville, TX 75442, ("Lessor")

And

Name: _____

Address: _____, ("Lessee").

2. HORSE.

Lessor leases to Lessee and Lessee leases from Lessor 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:

Name: _____ DOB: _____ Sex: _____

Color: _____ Breed: _____

Registration Number: _____

Brand: _____

3. Term.

- a. **Term.** The "Term" of this Lease shall commence on: _____ ("Commencement Date") and is a month to month agreement unless sooner terminated pursuant to any provision hereof.
- b. **Early Termination.** Either party may terminate this lease by giving fourteen (14) days prior written notice. If the Horse is in possession of the Lessee, Lessee at his/her own expense, shall deliver possession of the Horse to Lessor on or before the expiration of the fourteen (14) day notice.
- c. **Obligations and Rights upon Lease Termination.** Lessee expressly covenants and agrees that upon termination or cancellation of this Lease, Lessee shall have no further rights in or to the Horse.

4. Rent.

- a. **Rent.** Lessee shall pay to Lessor as rent for the use of the Horse during the Term the sum of \$ _____ payable in advance, on or before the first day of each month of the Term. The first monthly rental shall be due on _____ and a like payment shall be due on the first day of each successive month thereafter. Rent shall be payable without notice or demand and without deduction, offset, or abatement, to Lessor at the address stated herein or to such other person or at such other place as Lessor may designate from time to time.
- b. **Late Fees.** Lessor shall charge Lessee and Lessee shall pay a late fee of \$25.00 if the monthly rental is not paid by the 5th day after its due date and \$5.00 for each day the rental payment remains unpaid thereafter.
- c. **Payable To.** Payment is accepted in the form of cash, check, or online at <https://harmonyhilltopranch.com>. All payments must be made payable to Harmony Hilltop Ranch.

5. Lease Entitlements. The Lessee acknowledges that this lease entitles them to the following:

- a. 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 Harmony Hilltop Ranch by telephoning in advance, if the stable schedule permits. All practice rides will be on the Harmony Hilltop Ranch property, i.e., in the round pen, the covered arena, or on the trails if approved by management. 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 the horse away clean, dry and appropriately blanketed.
- b. 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 anywhere on the facilities.
- c. The Standard equipment to be used on horse is:**
 - a. Snaffle Bit: Curb Bit: Hackamore
 - b. English Saddle: Western Saddle: Australian Saddle: Bareback
 - c. Specific Saddle: _____
- d. Horse care.** Full board (daily feed, turn-out), routine veterinary care, worming and maintenance of feet will be provided by the Lessor at Harmony Hilltop Ranch facilities.

6. Use.

- a. Type of use.** Lessee covenants that during the term of this Lease, the Horse shall be used for the sole purpose(s) of: (check all that apply)
 - a. Lessons: Practice: Pleasure: Trail Riding: Clinics
 - b. Shows: Drill Team: Jumping: with maximum height _____
- b.** Lessee shall not use the Horse for any other purpose except as set forth herein unless agreed to in writing by Lessor.
- c. Riding Privilege.** Lessee further represents that the only persons who may use the Horse during the Lease Term are _____.
- d. Trainers.** During the term of this Lease, Lessee shall only use the following trainer(s):

- e. 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.
- f. Protective headgear will be worn while riding.** I agree to wear a SEI approved riding helmet each time I ride. Riding without protective headgear instantly terminates this lease, and any lease exchange will be forfeited.
- g. 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 Harmony Hilltop Ranch 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.

7. 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 Harmony Hilltop Ranch and its owners has on premises a good and clear title to the Horse, free from any liens. During the course of this 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. Harmony Hilltop Ranch also has sole ownership and/or responsibility of some other horses at the stable and has the sole power of authority to allow these horses it owns to substitute for a ride if the leased horse is unavailable.

8. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor the following:

- a. Lessee is not a minor or incompetent person and is authorized and empowered to enter into this agreement.
- b. Lessee will not allow or cause any lien, charge or other encumbrance to be asserted against the Horse or Lessor's ownership thereof.
- c. Lessee has the ability, knowledge and skill necessary to care for and maintain the Horse in good physical condition.
- d. Lessee shall care for the Horse in a proper manner consistent with accepted equine practices.
- e. Lessee shall not sell, transfer or relocate the Horse without the express written consent of Lessor.

9. Lessor's Representation and Warranties. Lessor represents and warrants to Lessor the following:

- a. Lessor is the owner of the Horse.
- b. Lessor is authorized and empowered to enter into this agreement.
- c. The Horse is fit for the stated purpose and use set forth herein.

10. Assignment and Subletting.

- a. **Lessor's Consent Required.** Lessee shall not voluntarily or by operation of law assign, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in the Horse or this Lease without Lessor's prior written consent. Any attempted assignment, subletting, transfer or encumbrance without Lessor's consent is void and shall constitute a breach of the Lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.
- b. **No Release of Lessee.** Regardless of Lessor's consent, no subletting or assignment shall release Lessee of its obligation to pay rent and to perform all of Lessee's other obligations hereunder for the Term. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof.

11. Property and Liability Insurance. In the event that Lessee is in the exclusive possession of the Horse during the Term of this Lease, then 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.

12. INDEMNITY and ASSUMPTION OF THE RISK.

- a. Indemnity.** Lessee shall indemnify and hold Lessor harmless from any and all claims, demands, liability, damages, judgments or actions arising from Lessee's use or possession of the Horse, including any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action brought thereon.
- b. Assumption of the Risk.** 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 the situation. Lessee agrees and understands that Lessor can not 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 persons as a result of Lessee's use of the Horse and Lessee waives all claims in respect thereof against Lessor, even if damage or injury arises out of the act or omission of Lessor.

Warning - Under Texas Law (Chapter 87, Civil Practice and Remedies Code), a farm animal professional is not liable for an injury to or the death of a participant in farm animal activities resulting from the inherent risks of farm animal activities.

13. DEFAULTS and REMEDIES.

- a. 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 five (5) 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.
- b. Remedies upon 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-help repossession 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.
 - 3) 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 installments of rent or other sums shall bear interest from the date due at the rate of 10 percent (10%) or the maximum rate permissible under state law.
- c. Default by Lessor.** 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.

14. Surrender of Possession. On the last day of the Term, or on any sooner termination, Lessee shall surrender the Horse to Lessor in good condition.

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

16. Lessor's Access. Lessor and Lessor's agents shall have the right to examine the Horse at reasonable times for the purpose of inspecting, showing to prospective purchasers, as Lessor may deem necessary or desirable.

17. Time of Essence. Time is of the essence in the performance of all covenants and conditions of this Lease.

18. Notices. All demands, notices, consents, or other communications required or permitted to be given or sent by either party to the other, shall be deemed to have been duly given if:

- a. Delivered by personal delivery, when delivered.
- b. If mailed, three business days after being deposited in the United States mail, certified or registered mail, return receipt requested, and postage prepaid, to the addresses above
- c. If sent by courier, the business day after being sent by a nationally reputable overnight courier service.

19. GENERAL PROVISIONS.

- a. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- b. **Choice of Law.** This Agreement shall be governed by the laws of the State of Texas. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in Collin County, Texas. The parties hereto consent to both venue and jurisdiction.
- c. **Waivers.** No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act shall not render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee.
- d. **Covenants and Conditions.** Each provision of this Lease to be performed by Lessee shall be deemed both a covenant and a condition.
- e. **Headings, Terms.** The headings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The terms "Lessor" and "Lessee" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, servants and agents of Lessor or Lessee.
- f. **Attorney's Fees.** If either party named herein brings an action to enforce the terms of this Lease or to declare rights hereunder, the prevailing party in any such action, on trial, arbitration or appeal, shall be entitled to reasonable attorney's fees to be paid by the losing party as fixed by the court or arbitrator.
- g. **Execution and Delivery.** This Lease shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

h. Relationship of Parties. This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of Lessor and Lessee.

20. 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.

21. COUNTERPARTS. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument.

22. Other Requirements or Notes.

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.

Lessee:	Lessor:
Name: _____	Name: _____
Signed: _____	Signed: _____
Date	Date