



## Dana Smith Show Team, Inc.

### Horse Lease Agreement

This horse lease agreement ("Agreement") is made and entered in to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ ("Lessor"), residing at \_\_\_\_\_

and \_\_\_\_\_ (Lessee") residing at \_\_\_\_\_

regarding the lease and use of Lessor's horse, \_\_\_\_\_, nicknamed \_\_\_\_\_ ("Horse").

Check payable to: \_\_\_\_\_.

It is mutually agreed as follows:

#### **1. TERM**

This Agreement shall begin on \_\_\_\_\_ for a period of \_\_\_\_\_ and can be terminated by either party with or without cause upon giving thirty (30) days advanced written notice.

#### **2. LESSEE'S SCOPE OF USE**

Lessee agrees that his or her recreational use of horse is limited to \_\_\_\_\_ days per week and is further defined as \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.  
During the time specified above, Lessor will ensure that Lessee has access to horse for recreation use. Lessee agrees that his or her recreational use of the horse is confined to the property boundaries of Rancho Sierra Vista Stables in San Juan Capistrano, California, and is limited to the riding rings, track and surrounding trails. Lessee agrees to obtain prior written approval from Lessor of any use of horse outside the above-defined areas of Rancho Sierra Vista. Outside travels must be under the supervision of Dana Smith Show Team, Inc.

Exceptions and Conditions to Above: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

### **3. RELEASE AND INDEMNIFICATION**

Lessee hereby indemnifies, releases and agrees to hold harmless Lessor from all liability arising from accidents or injuries sustained or caused by Lessee, his/her employees, relatives, guests or stock while Lessee is using horse. Lessee acknowledges that recreational horse riding has inherent risk and dangers and injuries to rider, bystanders, horse or other stock or property may occur in spite of all precautions taken. Lessee is aware of the dangers inherent in horse riding and accepts those risks and holds Lessor harmless in the event of an injury or accident involving damage to Lessor, bystanders, horse or other stock or other property. Lessor makes no guarantees about the safety or horse riding and acknowledges that such horse is subject to unpredictable acts such as “spooking, stumbling, bolting, running away, stopping at jumps or throwing the rider.”

### **4. LIABILITY AND INSURANCE**

Lessee represents to Lessor that Lessee carries adequate liability and medical insurance to cover any losses for property damage and personal injury, which may arise from the use of horse. If the rider intended for use of the by the Lessee is under the age of eighteen (18) years, a parent or legal guardian must sign indicating acceptance of responsibility. Lessee will provide to Lessor a copy of liability or homeowner’s insurance indicating liability coverage for horse riding accidents under the conditions described in this Agreement. Lessee agrees to and acknowledges that Lessee will sign the “Release and Indemnification” Agreement (attached) with Rancho Sierra Vista and will abide with the rules and regulations as outlined in that “Release and Indemnification” as well as the Rancho Sierra Vista Stables Operations Bulletin. Lessor will hold harmless Rancho Sierra Vista, Dana Smith Show Team, Inc., and all affiliates. Lessee must carry Death and Loss of use insurance policy for the value of said horse in the amount of \$\_\_\_\_\_ and \_\_\_\_\_ will be named as the beneficiary of said policy. A copy of said policy will be made available to the Lessee and Dana Smith Show Team, Inc.

### **5. RIDING SAFETY**

Lessee further acknowledges that he or she wear a helmet or hard - hat always when in and around the stables area and when riding the horse. Lessee further agrees to take weekly, regular riding lessons from an employee of Dana Smith Show Team, Inc during the term of this agreement to improve and attain a higher level of riding skill and to maintain said horse’s value. Lessee will not take riding sessions from outside trainers without written permission from Dana Smith Show Team, Inc. Lessees can take riding lessons with Tom Betts at Top Hat Farms and Peter Goetze. Said horse will be regularly trained and schooled by staff of Dana Smith Show Team, Inc.

### **6. GROOMING AND CARE OF HORSE**

Lessee agrees to conduct adequate and normal grooming and care of horse both before and after recreational use including; brushing, washing, drying and cleaning of tack and tack box in stall. Grooms of Dana Smith Show Team, Inc. will over see grooming session and assist when needed.

### **7. LEASE FEE**

Lessee agrees to pay Lessor the sum of \$\_\_\_\_\_per month during the term of this Agreement for the specified limited use of horse. Such fee should be mailed to the Lessor's address to arrive no later than the fifth (5<sup>th</sup>) day of the month. If Lessee's fee is more than five (5) days late in arriving at Lessor's residence a ten percent (10%) late charge will be assessed by Lessor. Should payment of Lessee be determined non-negotiable; a ten percent (10%) penalty will be assessed by Lessor. Lessee also agrees to pay in advance the sum of \$\_\_\_\_\_to Neal Smith Horse Shoeing or Matt Love Horse shoeing for black smith's fee every 6 (six) weeks.

Exceptions and/or Additions to above: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**8. LESSOR'S RESPONSIBILITY**

Lessor agrees to pay one hundred percent 100% or fifty percent 50%\_\_\_\_\_of stable, training, black smith, feed and veterinary expenses for said horse.

**9. PERIODS OF FORCED INACTIVITY**

Lessee acknowledges that horse is subject to periods of forced inactivity due to illness, lameness, soreness or unfavorable weather conditions such as rain, mud or winds. During such conditions, Lessee agrees not to ride horse but, under certain conditions, may be allowed to hand walk and groom to facilitate recovery. Lessee agrees and acknowledges that the lease fee is still due and payable during periods of horse's forced inactivity, except when such activity has extended beyond a thirty (30) day period. After a thirty (30) day period of forced inactivity, no lease fee shall be due until horse is deemed fully recovered from injury and Lessor gives such notice to Lessee. Dana Smith Show Team, Inc. will provide a temporary horse due to illness, soreness or lameness of said horse when possible.

**10. CONDITIONS FOR MINOR-AGED RIDERS**

If the rider intended for horse by Lessee is under the age of eighteen (18), Lessee must be a parent or legal guardian for minor-aged rider and assumes all the responsibility indicated in this agreement for Lessee. Lessee and minor-aged rider agree that such minor-aged rider will be continuously enrolled in weekly lessons with Dana Smith Show Team, Inc. and can only ride horse during the lesson period or in the presence of Dana Smith Show Team, Inc.. Minor aged rider may only ride horse outside of these conditions upon visual inspection by lessor of the rider's riding ability, or recommendation from

Dana Smith Show Team, Inc. and by written amendment to this Agreement signed by both Lessee and Lessor. Minor-aged rider for the agreement is identified as:

\_\_\_\_\_,  
Whose relationship to Lessee is:\_\_\_\_\_.

**11. OTHER RIDER RESTRICTIONS**

Lessee agrees that no other riders may ride Horse or remove horse from box stall other than the rider specified as Lessee or the minor-aged rider or staff of Dana Smith Show Team, Inc.

**12. SHARED LEASE**

Lessee acknowledges that Lessor may enter into a lease agreement for limited, specifically defined use of Horse by one other Lessee. Lessor agrees that the second lessee's use of horse will not interfere with Lessee's use. Lessee further acknowledges that lessor will recreationally use horse on a regular basis, but so as not to interfere with Lessee's specifically defined use of horse.

The second lessee's specifically defined use of horse is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

Lessor's use of horse is defined as: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

13. \_\_\_\_\_ (Said horse) is currently on the market to be sold at \$ \_\_\_\_\_. Lessee has right of first refusal to purchase of said horse at \$ \_\_\_\_\_. Said horse may be shown 'for sale' with a six (6) hour notice to Lessee by Dana Smith Show Team, Inc or by Lessor.

**14. GENERAL TERMS**

This agreement contains the entire agreement between the parties and supersedes all previous oral and written and all contemporaneous oral negotiations, commitments and understandings.

In WITNESS WHEREOF, the parties have caused this agreement to be signed as of the date written below:

Dated: \_\_\_\_\_ **LESSOR**  
Signed: \_\_\_\_\_

\_\_\_\_\_  
**(Printed Name)**

Dated: \_\_\_\_\_ **LESSEE**  
Signed: \_\_\_\_\_

\_\_\_\_\_  
**(Printed Name)**