

**PART TIME
HORSE LEASE AGREEMENT**

THIS PART TIME HORSE LEASE AGREEMENT is by and between Helen O'Reilly Equestrian Services, LLC, manager of Waldingfield Stables, located at Waldingfield Estate, 55 Waldingfield Road, Ipswich, MA 01938 (hereinafter referred to as "Lessor") and _____ (hereinafter referred to as "Lessee"). In consideration of the covenants contained herein, the Lessor, owner of the Leased Horse as described below, Leases to the Lessee on the following terms and conditions.

1. **Leased Horse.** The Horse to be leased under this Agreement shall be identified on the "Owner's Information Sheet" attached hereto.

2. **Term of this Agreement.** The Term of this Agreement shall commence on _____, hereinafter referred to as "Commencement Date" and terminate on _____ hereinafter referred to as "Termination Date" unless sooner terminated pursuant to any provision hereof. Either party may terminate this Agreement prior to the Termination Date by giving Lessor five (5) days prior written notice. If the Horse is in possession of the Lessee, Lessee at its own expense shall deliver possession of the Horse to Lessor on or before the expiration of the five (5) day notice. Lessee agrees that upon termination or cancellation of this Agreement, Lessee shall have no further rights in or to the Horse. On the last day of the Term, or on any sooner termination, Lessee shall surrender the Horse to Lessor in good condition.

3. **Rent and Deposit.** Lessee shall pay to Lessor rent for the use of the Horse during the Term the total sum of \$ _____ payable in equal monthly installments of \$ _____ at the beginning of each month. Rent shall be payable without notice, offset or abatement. Lessor shall charge Lessee and Lessee shall pay a Late Fee of \$ _____ if the monthly rental is not paid by the 5th day after its due date and \$ _____ for each day the rental payment remains unpaid thereafter. Lessee shall pay \$ _____ in advance as a refundable deposit for the performance of the terms and conditions of this Agreement. Lessee shall not be entitled to any refund of the deposit unless the Lessee complies with all the provisions of this Agreement. Unpaid Rent or Late Fee and any other un-reimbursed expense incurred by Lessor for Lessee's benefit shall be deducted from the deposit at the termination of this Agreement and the balance, if any, shall be returned to Lessee within _____ days of the termination of this Agreement.

4. **Use of Horse.** Lessee shall be able to use the Horse on the following days and times during the term of this Agreement: _____.
Lessee covenants that during the Term of this Agreement, the Horse shall be used for the following purpose(s): (check all that apply)

showing

trail riding

pleasure riding

training

Lessee shall not use the Horse for any other purpose except as set forth herein, unless agreed to in writing by Lessor. Lessee further represents that the only persons who may use the Horse during the Term if this Agreement are as follows: _____

Lessor shall only use the following trainer(s): _____

Lessee, at Lessee's expense, shall at all times that the Horse is in Lessee's possession, comply with all applicable statutes, ordinances, rules, regulations orders and requirements in effect during the Term of this Agreement that regulate the use, care or boarding of the Horse.

5. **Care and Maintenance.** If during the Term of this Agreement the Horse is in the exclusive possession of Lessee, Lessee shall, at Lessee's sole expense provide reasonable care for the Horse, including but not limited to, a safe, clean environment, regular and adequate food and water, all veterinary care, hoof care, grooming and exercise. If Lessee fails to perform its obligations under this Paragraph, Lessor shall have the right, at its option, to declare a breach of this Agreement and enter the Lessee's premises, and retake possession of the Horse or Lessor may discharge Lessee's obligations to pay for veterinary, feed or boarding expense and the cost thereof shall become due and payable to Lessor as additional Rent, to be paid with Lessee's next installment. If during the Term of this Lease the Horse remains in the possession of the Lessor at Lessor's stable, then Lessor shall provide all such care for the Horse.

6. **Lessee's Representations and Warranties.** Lessee represents and warrants to Lessor the following: (i) Lessee is authorized and empowered to enter into this Agreement; (ii) Lessee will not allow or cause any lien, charge or other encumbrance to be asserted against the Horse or Lessor's ownership thereof; (iii) Lessee has the ability, knowledge and skill necessary to care for and maintain the Horse in good physical condition; (iv) Lessee shall maintain safe and clean boarding facilities to care for the Horse in a proper manner consistent with accepted equine practices and (v) Lessee shall not sell, transfer or relocate the Horse without the express written consent of the Lessor.

7. **Lessor's Representations and Warranties.** Lessor represents and warrants to Lessee the following: (i) Lessor is the owner of the Horse; (ii) Lessor is authorized and empowered to enter into this Agreement; and (iii) the Horse is fit for the stated purpose and use set forth herein.

8. **Assignment and Subletting.** Lessor 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 Agreement 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 this Agreement. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. Regardless of Lessor's consent to an assignment or sublet, no assignment or sublet shall release Lessee of its obligation to pay Rent and to perform all of Lessee's other obligations hereunder. The acceptance of Rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof.

9. **Insurance.** In the event that Lessee is in the exclusive possession of the Horse during the Term of this Agreement, 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.

10. **Indemnity and Assumption of the Risk.** 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. The Lessee acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. Lessee agrees and understands that Lessor cannot 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.

11. **Defaults and Remedies.** The occurrence of any of the following events constitutes a default and breach of this Agreement by Lessee: (i) The failure by Lessee to make any payment of Rent or any other payment 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; or (ii) the failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Agreement which Lessee is required to observe or perform. If Lessee defaults under or breaches this Agreement, Lessor shall have the right at any time thereafter, without notice or demand and without limiting the Lessor in the exercise of any right or remedy which Lessor may have by reason of the default or breach, to: (i) Terminate Lessee's right to possession of the Horse by self-help repossession or any lawful means, in which case this Agreement shall terminate and Lessee shall immediately surrender possession of the Horse to Lessor; and/or (ii) pursue any other remedy now or hereafter available to Lessor under the Laws of Massachusetts. 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 of 10% of the arrearage. 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.

12. **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 (i) delivered by personal delivery, when delivered, (ii) 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 other party's address as provided herein (iii) if sent by e-mail, when there is confirmation of the e-mail being received (iv) if sent by courier, the business day after being sent.

13. **Binding Effect.** This Agreement shall bind the parties, their personal representatives, heirs, successors and assigns. The terms "Lessor" and "Lessee" shall include when required by the context, the directors, officers, employees, invitees, servants and agents of Lessor or Lessee.

14. **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 purchases, as Lessor may deem necessary or desirable.

15. **Time is of the Essence.** Time is of the essence in the performance of all covenants and conditions of this Agreement.

16. **Entire Agreement.** This Agreement 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.

17. **Enforceability of Agreement.** In the event one or more parts of this Agreement are found to be unenforceable, the other portions hereof shall be deemed in full force and effect. Each provision of this Agreement shall be deemed both a covenant and a condition. This Agreement is made and entered into in the Commonwealth of Massachusetts, and shall be enforced and interpreted in accordance with the laws of Massachusetts. In the event of any ambiguities in this Agreement, this Agreement shall be construed without consideration of which party may have drafted this Agreement.

18. **Waiver.** No waiver by Lessor of any provisions 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.

19. **Attorneys' Fees.** In the event that suit or arbitration is brought under or in connection with this Agreement, or to enforce this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, costs and expenses incidental to any such proceedings, including reasonable attorneys' fees incurred in collecting any judgment awarded as a result of liability established pursuant to this Agreement.

20. **Relationship of Parties.** This Agreement does not create the relationship of Principal and agent or a partnership or joint venture, or any association other than that of Lessor and Lessee.

Signature of Lessee

Date

Printed Name of Lessee

Lessee Address

Lessee Cell Phone Number

Lessee E-mail

Signature of Lessor or Authorized Agent

Date

Printed Name of Lessor or Authorized Agent

Lessor Address

Lessor Phone Number

Lessor E-mail

WARNING

Under Massachusetts law, an 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, pursuant to section 2D of chapter 128 of the General Laws.

OWNER'S INFORMATION SHEET

(Fill out one for each horse Leased)

Owner Name: _____

Address: _____

Home Telephone No.: _____

Cell Phone No.: _____

E-mail address: _____

COVERED HORSE

Name: _____ Nickname: _____

(Registered or Legal Name)

Male Female

Age: _____ (or approximate)

Weight: _____ (or approximate)

Breed: _____

Colors: _____

Distinguishing Marks: _____

Does the Horse have dangerous propensities? Yes No

If Yes, Please discuss: _____

Feeding Instructions: _____

Special Care Requirements: _____

Please describe the Horse's medical history and any allergies the Horse may have:
