

EQUINE LEASE AGREEMENT

THIS EQUINE LEASE AGREEMENT (the “Agreement”) is entered into this 20th day of December, 2023, by and between Twisted Tree Farm, having an address 8020 E Via Dona Scottsdale, AZ, (hereinafter referred to as the “Lessor”) and Hailey Farran, having an address of 100 W Cardinal Way Gilbert Way 85298 (hereinafter referred to as the “Lessee”).

BACKGROUND OF AGREEMENT:

Lessor desires to lease the Horse (as hereinafter defined) to Lessee and Lessee desires to lease the horse from Lessor on the following terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Background of Agreement, which is incorporated in the Agreement as a substantive part hereof, and the terms and conditions set forth hereinafter, Lessor and Lessee, intending to be legally bound, hereby agree as follows:

1. **Horse.** Lessor agrees to lease the Horse, as defined below, to Lessee on the terms and conditions set forth in this Agreement.

Name: Amara

Breed: Dutch Warmblood

Color: Bay

Gender: Mare

Microchip #: 985112005902384

USEF #:4881444

USHJA #: HJ4881444

2. Terms and Payment

A. In exchange for Lessee’s payment of \$9,000 USD to Lessor, Lessor agrees to lease the horse for a 6 month term commencing on the 20th day of December 2023 and ending on the 20th day of June 2024 (the “Term”). The purchase price for the horse is \$30,000.00 USD. Lessee may purchase the horse within 6 months of the start date of the Term for an additional payment of \$21,000 USD, with lease payment applying to the total purchase price of \$30,000. If horse is not bought within 6 months of lease, lessee may release horse for an additional \$9,000 beginning June 21st 2024 and ending December 21st 2024. If not purchased after June 20th 2024, the horses lease price cannot be applied towards the purchase price and it is just a 1 year lease. Lease payment and possible purchase payment will be paid to:

Twisted Tree Farm Inc

8924 E Pinnacle Peak Rd Suite G5-424

Scottsdale, AZ 85255

Account name: Twisted Tree Farm Inc

Account number: 757835780

Domestic Wire Bank Routing number: 122100024

Bank Name: Chase Bank 8737 E Pinnacle Peak Road, Scottsdale, AZ 85255

Phone number of bank: (480) 970-7211

Lease payment and possible purchase payment will be paid to

B. Lessee may return the horse to the Lessor's farm at 29001 N Hayden Rd. Scottsdale, AZ 85266 (the "Farm") at any time prior to the end of the Term, provided that Lessee shall first have provided notice of the intention to return the Horse to Lessor at least 3 days in advance of the intended date of return.

C. At the end of the Term, if Lessee returns the Horse prior thereto as contemplated in paragraph B above, Lessee, at Lessee's sole expense, shall return the Horse to Twisted Tree Farm 29001 N Hayden Rd. Scottsdale, AZ 85266

3. Care and Use of the Horse. At all times during the term

A. Lessee agrees to use the Horse in a careful and proper manner and shall comply with all applicable laws, ordinances and regulations in any way relating to the possessing, use and maintenance of the Horse.

B. Lessee understands, agrees and hereby acknowledges full acceptance of the responsibility for providing all costs associated with the care and maintenance of the Horse during the Term. Such costs include but are not limited to board, training fees, shoeing, veterinary expenses, insurance, transportation and show expenses. All fees, bills, etc. owed by Lessee for care, feeding, stabling, etc. of the Horse shall be the sole personal responsibility of the Lessee and in no case shall the Lessor assume any liability therefor nor shall the Horse be subjected to an artisan's lien for the same. It shall be the Lessee's responsibility to notify Lessee's stable owners, suppliers, and all others involved in the care or treatment of the Horse that the Lessee is solely responsible for all costs associated with the Horse.

C. Lessor shall insure horse against loss or injury for the horse of the balance due of \$21,000 In the event of illness or injury during the Lease Term, Lessor shall oversee the reimbursement of Lessee's claims and veterinary expenses. In the event of death during the Lease Term, Lessor shall be the primary payee of any insurance reimbursements to recoup the value of the Horse. In the event of death or loss of use of Horse, Lessor agrees to reimburse Lessee's pro-rated Lease Fee for the remaining portion of the Lease Term.

D. Lessee agrees to maintain the preventive care for the Horse.

E. Lessee may show Horse in 2 horse shows per month in any Hunter, Equitation, or Jumper class not exceeding a height of 3'0

4. Ownership of Horse

A. At all times during the Term, the Horse shall remain the exclusive property of Lessor and Lessee shall have no right, title or interest therein or thereto for any reason whatsoever.

5. Liability. At all times during the Term:

A. Lessee shall indemnify and hold harmless Lessor from and against any and all loss, damage, injury, claim, demand, cost and expense, including attorney's fees and court costs arising out of or connected with the use, stabling or other actions of the Horse, whether under the control and supervision of Lessee, her agents, employees or not. Lessor and Lessor's Agent shall not be responsible for any accident or injury to the rider of the Horse nor for any consequential damages to any person or property resulting therefrom or from any other activity involving the Horse.

B. Lessor makes no warranties as to the performance of the Horse or the ability of the Horse to perform under Lessee's supervision.

6. Termination.

A. This agreement may be terminated by Lessor in the event of Lessee's failure to observe any term of condition of this Agreement, provided that in all cases Lessor shall provide Lessee with at least a 3-day notice of intention to terminate. If Lessee cures the default within such 3-day period, or as soon thereafter as is practical, then Lessee shall be deemed to have complied with the terms and conditions of this Agreement. Should Lessee choose to return the Horse before the end of the Term, no refunds by the Lessor will be made.

7. Governing Law.

A. It is understood and agreed that this Agreement is to be interpreted according to the substantive laws of the Commonwealth of Arizona, without regard to conflicts of law principles. Any disputes regarding this Agreement shall be resolved by the Court of Common Pleas of Scottsdale, AZ.

IN WITNESS THEREOF, Lessor and Lessee, intending to be legally bound, have executed this Agreement of the day and year first written above.

Lessor: Twisted Tree Farm, Inc

Lessee: Hailey Farran

x _____

Lessor: Twisted Tree Farm, Inc

x. _____

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