## **Equine Lease Agreement**

This agreement is made between **Stacey Slick**, "Lessor" and **Rob and Colleen Mahoney** (for minor child Caitlin Mahoney), "Lessee". This agreement is entered into between Lessee and Lessor for a lease on the horse described below.

Name: Lil' Miss Tink Age: 1/1/2002 Height: 13.3 Color: Bay Breed: Welsh Cross Sex: Mare USEF: 5144086 Microchip: 985112007261100

## A. Lease Fee and Conditions:

**Lease Period:** Lessee will pay Lessor a total amount of **\$10,000** for the 6 month lease period on or before July 15th, 2023. The lease will begin on July 15th, 2023 and end on January 15th, 2024. (6 Months)

During the lease period Lessee shall bear all home, training and show related expenses, including but not limited to entries, stall charges, trainer charges, shoeing, feed/hay/bedding related charges, and groom charges. As well as any veterinary expenses incurred as a result of Lessee's use of the horse during the lease period. This includes routine and customary veterinary care ie.) vaccinations and worming.

During the lease, the horse will be under the exclusive care of Betty Beran and Smoke Tree Ranch. Horse is not to be moved from the care of trainer Betty Beran without written consent.

**B. Veterinarian, Farrier, and Related Care:** Lessee shall use proper care and good judgment in caring for said horse's well being. All fees, costs, bills, etc. shall be considered personal bills of Lessee and in no way shall be considered a lien upon said Horse, with all providers of services to be notified about the existence of this contract.

In the rare case of early termination of the lease, Lessor will still be responsible for the board of said horse until the lease contract expires or said horse is leased or sold again. No prorated portion of the lease will be refunded in the case of early termination.

**C. Insurance:** Both parties agree and understand that said horse is not insured. Lessee shall be liable for a \$500 'deductible' paid to Stacey Mattson in the event of an injury or sickness during the lease period. In the rare case of death, there is no mortality insurance therefore there will be no prorated amount refunded of the unused lease fee.

**D. Option to Renew Lease:** Lessee will have the option to renew the lease on the same terms for an additional lease fee of **\$10,000**. This will be transferred to the Lessor on or before January 15th, 2024. The new lease period will begin on January 16th, 2024 and go through July 15th, 2024. (6 months)

E. Veterinary Pre-purchase Exam: Said horse has had a clinical examination on \_\_\_\_\_\_ by \_\_\_\_\_ of Chaparral Veterinary Medical Center to the satisfaction of the Lessee.

Lessee shall be responsible to continue monthly Adequan and Supplements paid directly to Stacey Slick.

**F. Warranties:** Lessor/Seller has deemed this horse to be fit for use and intended purposes. Horse is to be used exclusively for Caitlin Mahoney and ridden exclusively by her, Vivienne Mattson, and the STR staff. Horse shall not jump over the fence height of 2'6" and will go to no more than two horse shows per month and no more than two consecutive horse shows in a row.

**G. Liability**: Lessee understands that engaging in equine activities is an inherently dangerous activity with associated risks and agrees and understands that the Lessor cannot control the horse that is no longer in its control. Lessee shall release and hold harmless from any injury arising out of or related to equine activities related to said horse. Lessee assumes all risk of damage to property or persons because of their use of said horse. Likewise, the Lessor understands that horses may become ill or injured while engaging in equine activities. The Lessor assumes all risk of significant illness, injury or death to said horse and waives all claims against the Lessee.

**H. Commissions:** Lessee/ Lessor is responsible for a 15% split commission (7.5% Lessor, 7.5% Lessee) payable to Smoke Tree Ranch on the lease transaction. There will also be a commission due on the second lease transaction if it is to occur.

Lessee: Rob and Colleen Mahoney	Lessor: Stacey Slick
Date:	Date:
Address:	Address:
SIGNATURE:	SIGNATURE: