



# Horsemanship \* Responsibility \* Leadership \* Community

## Half Lease Agreement

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ made by and between Tashunka, LLC, hereinafter referred to as "LESSOR", providing services as an independent contractor, located at 25634 NE 80<sup>th</sup> Street, Redmond, Washington, 98053, hereinafter referred to as "PREMISES", and (Lessee's name) \_\_\_\_\_ residing at (Lessee's address) \_\_\_\_\_, hereinafter referred to as "LESSEE." These parties warrant that they have the right to enter into this AGREEMENT.

### 1) FEES, TERMS AND LOCATION

- a) Deposit: A sum equal to the first month's Lease is required as a deposit, and will be credited towards the last month's Lease. A portion of the deposit may be withheld if all terms of this AGREEMENT have not been met.
- b) Lease: In consideration of **\$330.00** per month paid by LESSEE in advance on the First day of each month, LESSOR agrees to Lease the herein described horse for three months, and at the completion of the three month period will carry over to a month to month basis commencing the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. The quoted sum above for lease of horse is a flexible one and may be raised at the discretion of the LESSOR with 30 days notice.
- c) Late Fees: Lease fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of **\$25.00**. Fees received after the sixteenth will be subject to a late fee of **\$50.00**.

### 2) DESCRIPTION OF HORSE (hereinafter referred to as "LEASED HORSE")

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
 Color: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_  
 Markings: \_\_\_\_\_  
 Breed: \_\_\_\_\_ Value of Horse: \$ \_\_\_\_\_  
 Registration/Tattoo (if applicable): \_\_\_\_\_  
 Insurance Carrier, Policy and phone number (if applicable): \_\_\_\_\_

### 3) EMERGENCY INFORMATION. The following information will be filed in the office in case of emergency. It is the responsibility of the LESSEE to keep this information current

- a) Emergency Contact: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_
- b) Second Emergency Contact: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_



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- 4) CONDITIONS AND LIMITATIONS.** LESSOR agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse.
- a) LEASED HORSE will be boarded at 25634 NE 80<sup>th</sup> Street, Redmond, Washington, 98053. LESSOR is responsible for the cost of Board, and includes a stall shelter, tack locker, two feedings per day, and daily turn out. If weather conditions are too severe or create a potentially hazardous environment for the horses, turn-out may be minimized or cancelled all together.
  - b) Supplements will be supplied by the LESSOR and fed by the LESSEE on Lease days. The supplement mixture will be determined by the LESSEE and LESSOR. If any treats are given they are at the expense of the LESSEE and should only be given in the case of a great performance.
  - c) All regular veterinarian care, vaccinations, teeth care, farrier visits, and worming will be paid by the LESSOR. However, in a case of negligence the LESSEE is responsible for emergency care and all costs associated with the healing and recuperation process. Negligence is considered acting outside of your training or experience level, purposely going against what would be considered common sense, and/or not following the rules described in this AGREEMENT or Barn Rules.
  - d) All tack and equipment will be provided by the LESSOR, and suitable for the intended use of the LEASED HORSE. The LESSEE is responsible for the care and maintenance of tack and equipment, and should clean and condition all leather gear every two weeks. Leather cleaning and conditioning supplies are to be provided by the LESSEE. However, in a case of negligence the LESSEE is responsible for replacing any tack and equipment that is damaged or destroyed. Negligence is considered acting outside of your training or experience level, purposely going against what would be considered common sense, and/or not following the rules described in this AGREEMENT or Barn Rules. The LESSEE may provide their own equipment as long as it is approved by the LESSOR, and maintained by the LESSEE. Reasons for not allowing personal equipment may include issues related to safety and/or fit. LESSOR is not responsible for damage or use of personal equipment at any time, and is not required to provide storage for personal items.
  - e) Access to the LEASED HORSE is available on a scheduled basis, and LESSEE is responsible for all normal care of the horse for that session. This may include catching, leading, tying, grooming, therapy work, vet care, saddling, bridling, ground work, warming up, exercising, cooling down, unbridling, unsaddling, bathing, graining, releasing, etc. Access to LEASED HORSE is three days per week for a morning session (before 2pm) or afternoon session (after 3pm). The other part of the week LEASED HORSE will be in the Lesson program or with another Half Lease Participant
  - f) LESSEE is required to be involved in the Lesson program and attend one Lesson at least twice a month. LESSEE will qualify for the Personal Horse lesson rate, when taking a lesson on a scheduled lease day. Lesson costs are not included in this AGREEMENT.

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25634 NE 80<sup>th</sup> Street, Redmond, Washington, 98053

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- g) The LESSEE is the active trainer on LEASED HORSE and must work with the LESSOR to assure the training program progresses in a positive manner. If the LESSEE is a 4-H member, the horse cannot be ridden regularly by an adult trainer.
- h) LESSEE agrees to properly warm up LEASED HORSE before beginning exercise. The horse must be completely cool and dry before returning to the stall or turn out area. In hot weather, the horse may be rinsed with cool water.
- i) At times LEASED HORSE may not be able to be ridden due to injury or sickness. During that time the LESSEE is still responsible for the horse on their scheduled sessions, and will help in the care and recuperation process. If LEASED HORSE is unavailable for more than four weeks than this AGREEMENT can be terminated by either the LESSEE or LESSOR. If LESSEE is not actively involved with the care of LEASED HORSE the LESSOR may terminate the Lease Agreement.
- j) LEASED HORSE should not be worked by the LESSEE for more than a hour once per day, unless trail riding or in a specific training or rehabilitation program.
- k) No alterations should be made to LEASED HORSE, tack, and/or equipment without direct approval of the LESSOR. This does include clipping the muzzle, bridle path, fetlocks, ears, body, and/or trimming the tail or mane.
- l) LEASED HORSE may not leave PREMISES without prior consent from LESSOR. The LESSOR reserves the right to refuse to allow the horse to be transported if LESSOR determines that the LEASED HORSE or LESSEE may be put in an unsafe situation.
- m) Each horse has its area of specialty and comfort. In order to respect that, LEASED HORSE should not be used outside of that area unless in a training program with a prearranged strategy. Costs associated with shows, clinics, hauling, lessons, training, and/or trips are the responsibility of the LESSEE.
- n) LESSEE is expected to keep LESSOR informed of the condition of LEASED HORSE. In case of emergency, unsafe behavior, or damage LESSEE agrees to immediately contact LESSOR, at the following emergency telephone number 206-799-5466.

- 5) TRAINING/INSTRUCTION.** LESSEE shall be solely responsible for any cost of Training and/or Instruction and it is expressly understood by LESSEE that any Trainer or Instructor that comes on the property must match the comprehensive general Public Liability Insurance policy currently held by LESSOR.
- 6) EXERCISE.** LESSEE shall be solely responsible for exercising LEASED HORSE on scheduled lease days. It is understood by LESSEE that LEASED HORSE will be turned out daily. During periods of bad weather LEASED HORSE may remain in their paddock and be turned out every other day.
- 7) OFF LIMITS AREAS.** The PREMISES shall not include any structures designated as "Off Limits" which LESSEE, his guests, friends, relatives, acquaintances and invitees shall not approach, enter, occupy, or use at any time. The red barn, mobile home, shop, hay shed,

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shavings shed, pond(s), and farm equipment are "Off Limits", and should not be entered or approached without permission from LESSOR.

- 8) IMPROVEMENTS.** LESSEE shall have no right to make improvements to or alter PREMISES or leased space (stall, tack locker, grain space) without prior approval of LESSOR. If such consent is given, all work done by LESSEE shall be done at the sole cost of LESSEE. Upon expiration or sooner termination of AGREEMENT, at LESSOR's option, all improvements to PREMISES shall become part of the real estate, with title thereto vesting in LESSOR. If LESSOR notifies LESSEE at the time such consent is given that he/she does not wish to acquire title to such improvements, at the expiration or sooner termination of the term of this AGREEMENT LESSEE shall remove the improvements and/or restore the PREMISES to the conditions which existed at the date AGREEMENT began occupancy of PREMISES. LESSEE shall make payment to LESSOR for damage to PREMISES incurred by LESSEE, beyond reasonable wear and tear.
- 9) STABLE RULES.** LESSEE hereby acknowledges receipt and understanding of the current Stable Rules, which are incorporated by reference in full, as if fully set forth herein. LESSEE agrees his guests, friends, relatives, acquaintances and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests, friends, relatives, acquaintances and invitees according to these Rules. LESSEE acknowledges the Rules include but are not limited to: Stable Rules; Statement of Applicable state equine liability laws; LESSOR may revise these Rules from time to time and LESSEE agrees any revision shall have the same force and affect as current Rules. Failure, as determined in LESSOR's sole discretion, of LESSEE, his guests, friends, relatives, acquaintances and invitees to abide by Stable Rules may result in LESSOR declaring LESSEE in default hereunder and result in termination of this AGREEMENT.
- 10) HOLD HARMLESS.** LESSEE shall defend, indemnify and hold harmless LESSOR members, managers and affiliates against and from any and all claims arising (i) from LESSEE's, his guests, friends, relatives, acquaintances and invitees use of the PREMISES or the conduct of its business, or (ii) from any activity, work, or thing done, permitted or suffered by LESSEE in or about the PREMISES, or (iii) from any breach or default in the performance of any obligation on LESSEE's part to be performed under the terms of this AGREEMENT, or (iv) arising from any act, neglect, fault or omission of LESSEE, his guests, friends, relatives, acquaintances and invitees and (v) from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against LESSOR by reason of any such claim, LESSEE upon notice from LESSOR shall defend the same at LESSEE's expense by counsel reasonably satisfactory to LESSOR. The obligation of LESSEE under this Section 10 arising by reason of any occurrence taking place during the term of this AGREEMENT shall survive the expiration or sooner termination of this AGREEMENT.

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- 11) WAIVER OF CLAIMS.** LESSEE hereby assumes all risk of damage to property or injury to persons in or about PREMISES from any cause whatsoever, and LESSEE hereby waives all claims against LESSOR for damages to goods, wares and property in, upon or about PREMISES and for injury to LESSEE, his guests, friends, relatives, acquaintances and invitees in or about PREMISES from any cause. LESSEE also agrees to make payment to LESSOR for damage to PREMISES incurred by LESSEE, his guests, friends, relatives, acquaintances and invitees.
- 12) RISK OF LOSS.** During the time that the LEASED HORSE is in the custody of LESSEE, LESSOR shall *not* be liable for any sickness, disease, theft, death or injury which may be suffered by LESSEE, his guests, friends, relatives, acquaintances and invitees incurred by water, electricity, snow, ice, hail, fire, building structure, building structure default, wind, act of carelessness, negligence, vandalism or misjudgment, or any other act of God. In addition, LESSEE has read and understands the Statute Limiting Liability for Horse Activities in Washington. LESSEE fully understands and hereby acknowledges that LESSOR does not carry any insurance on any LEASED HORSE not owned by LESSOR, including, but not limited to, such insurance for boarding or any other purposes, for which LEASED HORSE is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to Leasing of horse, or for any other reason, for which LEASED HORSE is in the possession of LESSOR, *are to be borne by LESSOR.*
- 13) DEFAULT.** LESSOR may terminate this AGREEMENT for failure of LESSEE to meet any material terms of this AGREEMENT, including but not limited to Section 9 Stable Rules. In the case of a default LESSOR shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due LESSOR under this AGREEMENT shall be due and payable by the first day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place LESSEE in default hereunder. Acceptance by LESSOR of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.
- 14) NOTICE OF TERMINATION.** LESSEE agrees that thirty (30) days notice shall be given to LESSOR as to the termination of this AGREEMENT. LESSEE also agrees and understands that if LEASED HORSE is removed from the PREMISES for any length of time (for show purposes, breeding, etc.) that said AGREEMENT is in effect and no refund shall be made for said time LEASED HORSE is removed.
- 15) SEVERABILITY.** If any portion of this AGREEMENT shall be deemed void, illegal or unenforceable, the balance of this AGREEMENT shall not be affected thereby.
- 16) LAW.** This AGREEMENT shall be governed by the law of the State of Washington.

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17) JURISDICTION. The parties agree that the Superior Court of the State of Washington for King County shall have sole jurisdiction over any question, claim, loss or injury arising hereunder.

18) ASSIGNMENT. This AGREEMENT may not be assigned by LESSEE without the express written consent of LESSOR.

19) LESSEE'S ACKNOWLEDGMENTS. By execution of this AGREEMENT, LESSEE acknowledges that: it has had adequate opportunity to review this AGREEMENT and the contents hereof; it has been advised to consult its own attorney with respect the manner in which execution of this AGREEMENT will affect its legal rights; and it has inspected the PREMISES and LEASED HORSE and accepts the same in its current condition.

"LESSOR" - Tashunka, LLC

Signature

By: R-A Mazzola Phone: 206-799-5466
Address: 25634 NE 80th Street City: Redmond State: WA Zip: 98053

"LESSEE"

Lessee's Name:

Signature

Cell Phone: Home Phone: Work Phone:

Address: City: State: Zip:

MINORS

The undersigned declares that the undersigned is the parent or legal guardian of the minor named above. The undersigned has read the foregoing AGREEMENT and, hereby agrees that all of the terms and conditions contained herein shall apply to such a minor and shall be binding upon the undersigned and the minor. If under 21, both parents/guardians must read the above and sign indicating his and her acceptance.

Mom's Name:

Mom's Signature

Cell Phone: Home Phone: Work Phone:

Address: City: State: Zip:

Dad's Name:

Dad's Signature

Cell Phone: Home Phone: Work Phone:

Address: City: State: Zip:

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