

SAVANNAH STATION THERAPEUTIC RIDING PROGRAM

Mailing:
P.O. Box 852084
Yukon, OK 73085

Physical:
9304 N. U.S. Hwy 81
El Reno, OK 73036

Full Time Horse Lease Agreement

This Full Time Horse Lease Agreement is made and entered into as of this _____ day of _____, 20_____.

Agreement Between

Name: _____

Address: _____ ("Lessor"),

And

Savannah Station Therapeutic Riding Program PO Box 852036 Yukon, OK, 73085 ("Lessee")

HORSE: Lessor leases to Lessee and Lessee leases from Lessor for the term, and upon all of the conditions set forth herein, the use of that certain Horse more fully described as follows:

Name: _____ ; DOB: _____ ; Sex: _____

Color: _____ Breed: _____

Registration Number: _____

Brand/Tattoo: _____

The "Term" of this lease shall commence on the _____ day of _____, 20_____. ("Commencement date") and terminate on the _____ day of _____, 20_____. ("Termination date") unless sooner terminated pursuant to any provision hereof.

Early Termination: Either party may terminate this lease prior to the stated date of termination by giving the Lessor five (5) days prior written notice. If the Horse is in the 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.

Obligations and Rights Upon Lease Termination: Lessee expressly covenants and agrees that upon termination or cancellation of this Lease, Lessee shall have no further rights in or to the Horse.

Rent: Lessee shall pay no rent for the use of the horse during the term of this Lease.

Expenses: Lessee will use the "Horse" and will pay all boarding expenses (feed, hay, farrier, dentist, routine veterinarian expenses).

Savannah Station Therapeutic Riding Program will not be held liable in the event your horse is disabled by accident or illness. In the event your horse requires other-than-routine medical care due to accident or illness, it will be your responsibility to approve the medical treatment and assume the medical expenses. If your horse will be laid up due to an accident or illness or for longer than FOUR weeks, you may be asked to relocate your horse.

USE. Lessee covenants that during the term of this Lease, the Horse shall be used for daily Savannah Station Therapeutic Riding Program activities and classes. In addition, the Horse may

SAVANNAH STATION THERAPEUTIC RIDING PROGRAM

Mailing:

P.O. Box 852084
Yukon, OK 73085

Physical:

9304 N. U.S. Hwy 81
El Reno, OK 73036

be used in other activities including but not limited to school visits, horse shows, trail rides, media events, promotional/community fairs and expos. Lessee shall not use the Horse for any other purpose except as set forth herein unless agreed to in writing by Lessor.

CARE AND MAINTENANCE:

Lessee's Obligation. While the Horse is in exclusive possession of Lessee for the term of this Lease, 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 routine veterinary care, hoof care, grooming, and exercise.

Lessor's Obligation. If Lessee fails to perform Lessee's obligations under paragraph 6.1, Lessor shall have the right, at its option, to declare a breach of the Lease Agreement and enter the Lessee's premises with express written permission, and re-take possession of the Horse.

RETIREMENT: Lessor understands that due to the nature of therapeutic riding, the Horse may need to retire or leave the program. Lessor further understands that the Horse cannot retire at Lessee's location.

LESSEE'S REPRESENTATIONS AND WARRANTIES: Lessee represents and warrants to Lessor the following. 1) Lessee is not a minor or incompetent person and is authorized and empowered to enter into this agreement. 2) Lessee will not allow or cause any lien, charge, or other encumbrances to be asserted against the Horse or Lessor's ownership thereof; 3) Lessee has the ability, knowledge and skill necessary to care for and maintain the Horse in good physical condition; 4) Lessee shall maintain safe and clean boarding facilities and care for the Horse in a proper manner consistent with accepted equine practices and 5) Lessee shall not sell, transfer or relocate the Horse without the express written consent of Lessor.

LESSOR'S REPRESENTATION AND WARRANTIES. Lessor represents and warrants to Lessor the following 1) Lessor is the owner of the Horse; 2) Lessor is authorized and empowered to enter into the agreement; and 3) the Horse is fit for the stated purpose and use set forth herein and that there are no known illnesses, infirmities, or unsoundness.

ASSIGNMENT AND SUBLETTING. Lessee shall not voluntarily or by operation of law assign, sublet, or otherwise transfer or encumber all or any part of Lessee interest in the Horse or this Lease. Any attempted assignment, subletting, transfer, or encumbrance is void and shall constitute a breach of Lease.

INSURANCE.

a. **General Liability.** Lessor has the option of being named as additional insured on Lessee's General Liability Insurance policy. If Lessor elects to be named as an additional insured on Lessee's General Liability insurance policy, initial here _____. If Lessor elects not to be named as an additional insured on Lessee's General Liability insurance policy, initial here _____.

b. **Property Loss.** Lessor expressly waives any requirements that the Horse be insured by Lessee during the Term of this Lease and acknowledges that Lessee will not insure the Horse as part of any property insurance policy. **Further, Lessor waives any rights to damages or reimbursement from Lessee for any injury, damage, death, or loss to the**

SAVANNAH STATION THERAPEUTIC RIDING PROGRAM

Mailing:

P.O. Box 852084
Yukon, OK 73085

Physical:

9304 N. U.S. Hwy 81
El Reno, OK 73036

Horse. Lessor understands that any insurance covering the Horse is to be obtained solely by Lessor and Lessee has no obligation to insure the Horse _____(Initials)

INDEMNITY; ASSUMPTION OF THE RISK: Lessee shall indemnify and hold Lessor harmless from any and all claims, demands, liability, damages, judgment, or actions arising from Lessee's use or possession of the Horse, including and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims or any action brought there on.

Assumption of the Risk. Lessee understands that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, Lessee is exposed to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience Lessee has, and no matter what the situation. 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 waived all claims in respect thereof against Lessor, even if damage or injury arises out of the act of omission of Lessor.

RIGHT OF FIRST REFUSAL. If the Horse becomes available for purchase after the term of the lease is concluded, the Lessor shall provide Lessee with the opportunity to purchase said Horse at a mutually agreed to price.

DEFAULTS; REMEDIES.

Defaults. Lessee shall not be in default unless Lessee fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after notice by Lessor to Lessee, specifying in what manner Lessee has failed to perform such obligations.

Remedies upon Default. If Lessee defaults under the Lease, Lessor shall have the right at any time thereafter, to terminate Lessee's right to possession of the Horse by self help repossession or any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Horse to Lessor.

Default by Lessor. Lessor shall not be in default unless a 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.

SURRENDER OF POSSESSION. On the last day of the Term, or on any sooner termination, Lessee shall surrender the Horse to Lessor in good condition. Lessor shall be solely responsible for the cost to remove the Horse from possession of Lessee upon the date of termination of this lease. Each day following termination Lessor may be charged for board and feed.

BINDING EFFECT. Subject to any provisions hereof restricting assignment or soup letting by Lessee and subject to the provision of paragraph, this Lease shall bind the parties, their personal representatives, heirs, successors, and assigns.

LESSOR'S ACCESS. Lessor and Lessor's agents shall right to examine the Horse at reasonable times and with Lessee's agent present for the purpose of inspecting, showing to prospective purchasers, as Lessor may deem necessary or desirable.

SAVANNAH STATION THERAPEUTIC RIDING PROGRAM

Mailing:**P.O. Box 852084****Yukon, OK 73085****Physical:****9304 N. U.S. Hwy 81****El Reno, OK 73036**

TIME OF ESSENCE. Time is of the essence in the performance of all covenants and conditions of this Lease.

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 if mailed, certified, or registered mail, return receipt requested, and postage prepaid, to the address below.

Lessor:

Lessee:

_____.

Savannah Station Therapeutic Riding Program

_____.

PO Box 852036

_____.

Yukon, OK 73085

Please initial next to each of the following statements:

"By leasing my horse/pony to Savannah Station Therapeutic Riding Program,"

I understand that I must contact an S.S.T.R.P. staff member to come ride/groom my horse. _____

I understand that helmets are required while riding at S.S.T.R.P. _____

I understand that I may not be permitted to ride my horse if he/she is in training, scheduled for class(es), or maxed out on hours for the week. _____

I understand that S.S.T.R.P. will cover all routine vet, farrier, and feed bills. _____

I understand that I am responsible for all emergency treatment costs. _____

I agree to have my horse shod/trimmed by the S.S.T.R.P. farrier. _____

I understand that my horse cannot retire at RCC Royse Ranch/S.S.T.R.P. _____

S.S.T.R.P. will not euthanize or bury by horse on my behalf as an alternative for retirement; it is my responsibility to plan for my horse. _____

I understand that due to the nature of therapeutic riding, my horse may become unsuitable or need to retire and I will have a plan in place for my horse's retirement/relocation. _____

LESSOR:

LESSEE:

Savannah Station Therapeutic Riding Program

_____.

By: _____

Name Print.

Name Print

Position