

Sharkey Farm

Horse Half-Lease Agreement

Lessor:

Kate and Chris Sharkey
36521 SE 94th Street
Snoqualmie, WA 98065
(425) 736-0245
kjsharkey1@gmail.com

Lessee:

Contact Name:
Address:
City/State/Zip:
Phone:
E-mail:

In consideration for participating in the Sharkey Farm Horse Half-Lease Program, I hereby agree to the following.

A. Description of Horse:

Name: Hereinafter referred to as "the horse"
Age:
Breed:
Gender:
Color:
Height:

B. Term of Lease.

This half-lease agreement is a month to month agreement and either party may terminate this Agreement by giving the other party four (4) weeks notice. Any violation of this lease by the Lessee will cause immediate termination.

Lease Start Date:

C. Lease Entitlements.

The Lessee acknowledges that this lease entitles them to the following:

1. Up to 3 riding sessions per week. These may be split between practice rides and lessons, with a minimum of one lesson per week (to be scheduled in advance). I understand that practice rides and lessons DO NOT accumulate, and will be forfeited if I do not show up to ride.

- a. These practice rides may occasionally be rescheduled during the week at the discretion of the Lessor or Sharkey Farm by telephoning or texting in advance, if the stable schedule permits.
 - b. I will have supervision of an adult if I am under 13 years old while I am on the farm in general and particularly when riding.
 - c. All practice rides will be on the farm, i.e., in the outdoor riding ring or the perimeter trail.
 - d. The duration of the practice rides will not exceed two (2) hours.
 - e. I agree to thoroughly cool out the horse after each ride for a minimum of 10 minutes and put him away clean, dry and appropriately blanketed.
 - f. Sharkey Farm occasionally participates in off-property activities such as shows or overnights. I may participate in these rides with the horse if I wish, and will be given first right to take the horse to these events. These rides will not count as one of the weekly rides permitted, however, if after an event the horse needs a day off then that will count as one of the days. Sharkey Farm is in no way responsible for communicating or announcing their activity schedule.
2. Use of appropriate tack and equipment, i.e., saddle, saddle pad, bridle, protective horse boots, blankets, horse brushes, halter and lead rope.
- a. This equipment is provided by the Lessor and is in excellent condition and repair.
 - b. I agree to clean saddle and bridle used by me each time I finish riding, and return the equipment to its place and in general, clean up after each ride (i.e., leave the stable as I found it). This includes picking the horse's paddock every time the horse is ridden and disposing of manure in the compost pile.
 - c. All manure made by the horse during rides must be cleaned from the arena and disposed of in the woods.
 - d. The Standard equipment to be used on said horse is
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3. Full board (daily feed, turn-out), routine veterinary care, worming and maintenance of feet will be provided by the Lessor at Sharkey Farm.

D. Purpose.

The Lessee is leasing the horse for the intended purpose of hunter/jumper riding and lessons. The Lessor warrants the horse is fit for said purpose.

E. Protective Headgear.

Protective headgear will be worn while riding. I agree to provide my own protective headgear, an SEI approved riding helmet, and I agree to wear this helmet each time I ride. Riding without protective headgear instantly terminates this lease, and any lease exchange will be forfeited.

F. Clothing.

Appropriate riding apparel will be worn at all times around horses. I understand that sneakers, sandals, and restricting clothing are not appropriate riding apparel and I will not wear them while around the Sharkey Farm facilities or near any of the horses. I will wear appropriate footwear, i.e., either paddock boots, tall boots or regular shoes with a low heel.

G. Sole Riding Privilege.

I understand that I have sole riding privilege and will not allow anyone else (family, relative or friend) on the horse during the lease period. All guests to the farm facility will be required to sign the liability waiver. Lease will be terminated and lease fee forfeited if I allow anyone else on the horse during the lease period.

H. Sole Owner of the Horse.

The Lessor is the sole owner of the leased horse and has complete authority regarding care and use of this horse by the Lessee. The Lessor warrants that Sharkey Farm and its owners have on premises a good and clear title to the Horse, free from any liens. During the course of this half-lease, the horse will remain free of all liens, charges and claims and the horse will not be sold or mortgaged. The horse is and shall remain the sole property of the Lessor. Sharkey Farm also has sole ownership and/or responsibility of the other horses at the farm and has the sole power of authority to allow another horse to substitute for a ride if the leased horse is unavailable.

I. Transportation.

The Lessor will not remove the horse from the property or transport the horse on a permanent or temporary at any time (except for designated and approved outings). '

J. Emergency Care.

In the case of the need for emergency and/or major veterinary care, if the horse experiences an injury or medical issue as a result of the Lessor's care (i.e., colic or thrush), the Lessor will take on the entirety of the expenses for the needed emergency veterinary care. If the injury or medical issue as a result of the Lessee's negligent actions, the Lessee agrees to pay in entirety the cost of the needed emergency veterinary care for the horse (including taxes, surcharges and additional fees).

K. Right to Inspection.

The Lessor has the right at any time, in person or by authorized agent, to inspect the horse to determine if the horse is being properly cared for, treated with respect, and is in good health. The Lessor reserves the right to terminate this agreement immediately if the horse is not being properly cared for by the Lessee.

L. Payment.

The Lessee agrees that in payment for the rights to said horse, the Lessee will pay the following rates.

1. Fees. In consideration of \$ 400.00 per horse per month paid by the Lessee in advance on the first day of each month, the Lessor agrees to lease to the lessee the herein described horse(s) on a month to month basis commencing the day of, 20.....
2. Notice of Termination will be given at least four weeks prior to cancellation. Partial month lease fees shall be paid on a prorated basis based on the numbers of days in a standard 30 day month.
3. Invoice. An emailed invoice for all fees will be emailed within 48 hours of an event and on the first of every month for the following month.
4. Payable To. Payment is accepted in the form of cash or check. All payments must be made payable to: Kate Sharkey.
5. Lessor Responsibility. It is understood that the Lessor is in no way responsible for transportation, scheduling conflicts, meals, proper attire or personal safety equipment (helmet included). The Lessor is responsible for educating, instructing, and informing the Lessee on all aspects of their role and the jobs that they are expected to complete. It is understood that if the Lessee ever feels under- or mis-informed, and that this lack of information may cause personal harm, they may refuse to carry out a task.

M. Hold Harmless.

Lessee agrees to sign Sharkey Farm's separate Liability Release. Lessee hereby agrees to hold the Lessor and Sharkey Farm, and all affiliated with the farm, harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, third party claims, personal injury and or/damage to property arising out of Lessee's care and/or use of the horse. IN SIGNING THIS LEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it and sign it voluntarily as my own free act and deed, no oral representations, statement or inducements, apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age (If minor, parent or person representing himself/herself to be the lawful Guardian must sign), and I am fully competent. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Washington.

N. Other Requirements or Notes

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LESSOR / HORSE OWNER

(SIGNATURE):.....

DATE:

LESSEE / HORSE LEASER

(SIGNATURE):.....

DATE: