

Leasing Agreement with New Promise Farms, LLC Kutztown, PA 19530

Leaser: _____ Phone # _____

Address: _____ Date _____

_____ Emergency # _____

In leasing the mare, _____, (hereafter referred to as the Equine), the leaser accepts any and all responsibility for their person and for those persons the leaser allows permission to engage in equine activities with the equine, being those of under aged children named _____ and aged _____. The leaser must read, understand and agree to the following terms of this lease. This lease renews on a month to month basis upon acceptance by the owner, New Promise Farms, LLC of the lease payment in the amount of \$ 150.00 for full lease to be made on this day _____ of each month. In the event that the leaser does not want remit said moneys to the owner, this contract is null and void, canceled until further moneys are remitted by the leaser. During this period of time, the leaser does not have the rights or obligations to lease the equine due to nonpayment or voluntary cancellation of the lease. If the leaser is found with the equine or found on the farm property, they will be considered trespassing and the leaser would be subject to arrest as a trespasser and possibly theft of the animal or other equipment.

_____ #1. The lease of the equine negates all responsibility to the owner by the leaser for any injury or death associated with engaging in equine activities with the equine or while engaging in any activity on the property located on Fenstermacher Rd, Kutztown, Pa. 2006 Pennsylvania Law: Pursuant to Pennsylvania law, you accept the responsibility of engaging in equine activities. You will hold harmless the stable and its employees, boarders and leasers for any injury or accident that occurs while engaging in equine activities.

_____ #2. The lease does not entitle the leaser to rights of transfer of lease or ownership of the equine in any possible capacity. The lease does not accord the leaser the right to riding privileges and training procedures associated with engaging in activities with this equine only. The lease does not accord the leaser the right to rent or loan the equine or her equipment to a third party, nor to remove the equine from the property, at any time, without written permission from the owner, New Promise Farms.

_____ #3. The leaser does understand that equine activities are considered dangerous and can result in serious injury and even death to persons engaging in these activities. Horses are subject to flight or fight instincts when placed in a situation in which the equine feels threatened. No amount of training can eliminate this instinct possessed by the equine and thus the equine is to be considered a possible danger to the leaser and to those persons engaging in all activities involving the equine. The owner cannot be held responsible for any and all injuries or death associated with engaging in activities with this equine.

_____ #4. The leaser was instructed by the owner for the proper use of riding apparel and equipment for safety. This includes, but is not limited to, an approved riding helmet, hard leather boots with a heel and leather riding gloves. The leaser agrees to wear the proper safety equipment while engaging in any and all activities associated with this equine. The owner cannot be responsible for any and all injuries or death resulting from improper use or fit of safety equipment.

_____ #5. The leaser was properly instructed on fitting and dressing the equine in the proper tack equipment. The leaser understands the necessity of properly checking all tack equipment prior to engaging in any and all activities associated with this equine. The owner cannot be responsible for any and all injuries or death resulting from improperly fitted, improperly used, or broken tack dressed on the equine.

_____ #6. The leaser (and any minor children) were thoroughly certified by the instructor (Dodie Sable) as having the necessary skills and ability to ride, tack, groom and handle this equine. The instructor fully explained the obvious quirks of personality associated with this equine. The instructor fully explained this leasing contract with the leaser and instructed the leaser on his/her responsibilities regarding the management of the equine during the term of the lease. The instructor cannot be held responsible for any and all injuries or death resulting from improper management of the equine.

_____ #7. The leaser will not place his person, those underage children, or the equine in any dangerous situation in which he, the children, or the equine can be injured or killed. This includes, but is not limited to, riding on the off-limits property, riding the equine at too fast a pace for the footing available, jumping the equine over any obstacle, and placing more than one person at a time on the equine. The owner cannot be responsible for any and all injuries or death resulting from the leaser placing anyone or the equine in a dangerous situation.

_____ #8. The leaser will follow all the barn rules, as attached addendum lists. These rules are for every person on the property, for whatever reason, and are not subject to exception. Any leaser breaking any rule as listed will have this lease terminated immediately and will no longer be allowed on the farm property for any reason. The leaser has read and understood all the stable rules and will abide by them at all times. The owner cannot be responsible for any injury or death resulting from disobeying the rules.

The leaser and the owner have come to an agreement as set forth in this contract. Both parties understand their responsibilities during the term of this lease. Any changes to the terms as set forth here are to be made in writing, signed and dated by both parties. Pursuant to Pennsylvania Law you accept the risks of equine activities.

_____ Date _____
Signature of the leaser (parent/guardian if under 18)

_____ Date _____
Signature of manager, New Promise Farms, LLC