**Camp Marshall**

 **Worcester County 4-H Center, Inc.**

 **92 McCormick Road Spencer, MA 01562**

[**www.campmarshall.net**](http://www.campmarshall.net)

 **¼ Horse Lease Agreement**

**¼ Lease:** Allow the student to have 2 rides on the said horse per week in which one must be a paid lesson. The Instructor/ Trainer must sign off on the student and parent to ensure they are knowledgeable enough to come to the barn and handle the said horse on free ride times. Free Rides must be scheduled through the Director of Development. When leasing a Camp Horse this horse is to be used by that student first for all shows and events taking place, Camp does reserve the right to use the horse once the student is done.

This is an agreement for a LEASE OF A HORSE owned by Worcester County 4-H Center, Inc

 (Hereinafter referred to as LESSOR) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as LESSEE)

Residing at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This lease agreement is a month-to-month agreement and either party may terminate this agreement by giving the other party one (1) Month, or thirty (30) days’ notice.

**HORSE LEASE AGREEMENT Lease Type: ¼ Leases**

Horse Name: Breed: Age:

**Lease Cost:** $125.00 per month to be paid on the first of the month. Leases will continue throughout the summer. Ride times through the summer camp session should be scheduled with the Summer Equestrian Director

**I. PARTIES.**

The parties to this lease agreement are

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(Hereinafter “LESSOR”), a resident of the state of Massachusetts residing at 92 McCormick Road Spencer, MA 01562

And \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(Hereinafter “LESSEE”), a resident of the state of \_\_\_\_\_\_\_\_\_\_\_ residing at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

THE PARTIES, in consideration of the mutual covenants contained herein, do hereby agree as follows:

II. LEASE TERM

LESSOR leases to LESSEE the horse on a month-to-month basis, beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_

This lease agreement is a month-to-month agreement and either party may terminate this agreement by giving the other party one (1) Month, or thirty (30) days’ notice.

**III. CARE OF THE HORSE.**

LESSEE shall humanely treat and care for the horse. If any injury to the horse occurs under

LESSEE’S care or supervision, LESSEE is responsible for any and all veterinary expenses.

**IV. LIMITATION OF LIABILITY.**

Conditions of Liability:

LESSEE agrees that LESSOR is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, water; wild and domestic animals, insects, and reptiles which may walk, run, fly near, bite, or sting a horse; and irregular footing on outdoor or indoor groomed or wild land which is subject to constant change in condition according to weather, temperature, natural and man-made changes in landscape.

Neither LESSOR or stable or its employees and associates are liable for any accidents, injuries, or thefts to animals and personal property kept at the stable. LESSEE understands that horseback riding carries certain risks and dangers, and that LESSEE will use best judgment to always take safety first into consideration while riding the horse, including always wearing a safety helmet.

By signing below, LESSEE releases LESSOR of all liability in connection with any injury sustained as a result of LESSEE’S activities on the horse. LESSEE also acknowledges that horseback riding is an inherently risky activity and hereby releases LESSOR, and stable, and any other person associated with stable from ANY liability for injury, damage, or loss to LESSEE or LESSEE’S equipment. LESSEE understands that stable requires the use of helmets for each rider. LESSEE will NOT be allowed to ride the horse without the use of a helmet shall meet all ASTM F1163-00 standards and shall meet or exceed SEI certified standards.

LESSEE understands that LESSOR is not responsible for any accidents, injuries, damage, or loss to LESSEE or LESSEE'S personal property, in conjunction with the horse. Warning: There are inherent risks of injury that you voluntarily accept in connection with your riding and other activities (which are not limited to grooming, longing, feeding, bathing, hoof care, etc.) with the horse. LESSEE, as part of this Agreement, agrees to sign the Waiver of Liability attached to this Agreement. \_\_\_\_\_\_\_\_ (LESSEE initial)

LESSOR'S REMEDIES ON BREACH. This lease is subject to LESSEE’S performance of the covenants and conditions set forth herein. In the event LESSEE defaults in performance of any such covenants or conditions, and the breach continues for more than 30 days, LESSOR may, at his/her/their option declare the lease forfeit.

This lease agreement may be voided with 30 days’ WRITTEN notice from either party for any reason, or may be voided immediately if the LESSOR and/or stable manager deem that the horse's health is put at risk by acts or omissions of LESSEE.

If less than 30 days’ notice is given by LESSEE, then payments for the next 30 days will be due notwithstanding. If proper notice is given, then any monies paid in advance will be refunded, with the exception of a partial month's stabling. (For example: if the lease agreement is voided the middle of March, then refund will be given for April or later, but not for the remainder of March)

REPRESENTATIONS

LESSOR represents that the horse is in sound health.

THIS LEASE AGREEMENT is entered into in the state of Massachusetts and will be interpreted and enforced under the laws of that state.

ACCEPTED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessor/Owner Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name of Lessor: Worcester County 4-H Center, Inc - Camp Marshall

 ACCEPTED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name of Lessee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_