**FULL LEASE AGREEMENT**

**1.) PARTIES.**

This Lease Horse Lease Agreement is made and entered into as of this \_\_\_\_\_\_\_\_\_ (Day) \_\_\_\_\_\_\_\_\_\_\_\_ (Month) \_\_\_\_\_\_\_\_\_\_\_\_ (Year) by and between

 Name:
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Lessor"),

 AND

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Lessee").

**2.) HORSE.**

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_ Sex: \_\_\_\_\_\_\_\_

Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Height: \_\_\_\_\_\_\_\_\_\_ Weight: \_\_\_\_\_\_\_\_\_\_

Color: \_\_\_\_\_\_\_\_\_\_\_ Markings: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (“Horse”)

**3.) TERM.**

 **3.1 Term.** The "Term" of this Lease shall commence on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Commencement Date”) and terminate on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Termination Date”) unless sooner terminated pursuant to any provision hereof.

 **3.2 Early Termination.** Lessee may terminate this lease prior to the stated date of termination by giving the Lessor fourteen (14) days prior written notice. Lessee at his/her own expense shall deliver possession of the Horse to Lessor on or before the expiration of the fourteen (14) day notice, unless arrangements of pick-up are made. Lessor may terminate this lease at any given time if the lessee fails to abide by lease terms or for the care, quality, and health of horse.

 **3.3 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.

**4.) RENT.**

 **4.1 Rent**. Lessee shall pay to Lessor as rent for the use of the Horse in the amount of

$ \_\_\_\_\_\_ per month. Monthly rental shall be due on the \_\_\_\_\_\_ (day) of each month. Rent shall be payable without notice or demand to Lessor at the address stated herein unless other arrangements are made.

 **4.2 Late Fees**. Lessor shall charge Lessee and Lessee shall pay a late fee of $\_\_\_\_\_\_ if the monthly rental is not paid by the 5th day after its due date and $\_\_\_\_\_\_ for each day the rental payment remains unpaid thereafter.

**4.2 Failure To Pay**. In the event Lessee has not paid Rent to Lessor within 30 days, Lessor has the right to terminate the lease. Lessee at his own expense shall deliver possession of the Horse to Lessor within seven (7) days.

**5.) INSURANCE.**

Insurance is to commence on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Commencement Date”) and terminate on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Termination Date”) unless sooner terminated pursuant to any provision hereof.

Insurance is to be kept on the Horse at all times. The Horse will be added to the Lessors Insurance policy during the term of this lease.

Wilkins Livestock Insurers, INC.

Lessee agrees to pay $\_\_\_\_\_\_\_\_\_\_\_\_ per month to cover the Horses insurance plan.

**6.) USE.**

 **6.1 Days of Use.** Lessee shall be able to use the Horse on the following days and times during the term of this lease \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 **6.2 Type of Use.** Lessee covenants that during the term of this Lease, the Horse shall be used for the sole purpose(s) of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

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

Lessee further represents that the only persons who may use the Horse during the Lease Term is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless arrangements and written notice is agreed upon by Lessor.

Lessee shall not use the Horse for any other purpose except as set forth herein unless agreed to in writing by Lessor.

 **6.3 Compliance with Law**. Lessee, at Lessee's expense, shall at all times the Horse is in Lessee’s possession, comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the Term regulating the use, care or boarding of the Horse.

**7.) CARE AND MAINTENANCE.**

 **7.1 Lessee's Obligations.** During the term of this Lease the Horse is in the exclusive possession of Lessee, 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 veterinary care, hoof care, grooming and exercise.

If the Horse in Lessee's care was to need major veterinarian care, Lessee agrees to contact Lessor to decide on care details. In the event, euthanization is needed, Lessee agrees to let Lessor make that choice, as well as remove Horse from Lessee's property to be buried by Lessor.

 **7.2 Lessor's Rights.** Lessee is required to pay for the horse in the agreed upon manner or return the horse if the horse does not prove suitable for the intended purpose.

Lessee is responsible for returning the horse in the same condition as when delivered or picked up. Otherwise, lessee agrees to pay the full asking value or purchase price of said horse in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_. As well as; any veterinarian or farrier costs given by the Lessor's main vet or farrier. Unless discussed between both parties.

If Lessee fails to perform Lessee's obligations under paragraph 7.1, Lessor shall have the right to declare a breach of the Lease Agreement and enter the Lessee’s premises and re-take possession of the Horse. If a veterinarian or farrier is needed to treat the Horse from Lessee’s lack of care, Lessor has the right to charge Lessee for medical care of his/her lack of care to the Horse.

 **7.3 Boarding.** Lessee is required to provide the address and information of where the horse will be kept, if the horse is not kept on the Lessee’s property. As well as; the persons names of who will be caring for the horse during the term of this lease.

Barn Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Barn Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Barn Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Persons who will be caring for the horse: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **7.4 Veterinarian/Farrier.** Lessee agrees to provide Lessor with contact information on the vet or farrier who will be taking care of the Horse.
Veterinarian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Farrier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7.5 Transportation.** Lessee is responsible for the transportation of the Horse to and from Lessor’s property, at the start and end of this lease, unless discussed between both Parties. Lessor is available for transportation in the amount of $\_\_\_\_\_\_\_\_\_\_ for delivery or pickup.

Lessee agrees to provide Lessor with contact information on the transporter who will be transporting the Horse to and from.

Company/Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Transporter/Driver: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance: Yes No

**8.) LESSEE’S REPRESENTATIONS AND WARRANTIES.**

 **8.1** 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 encumbrance to be asserted against the Horse or Lessor’s ownership or Lessor's right to re-take possession of the horse; 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.

**9.) LESSOR’S REPRESENTATION AND WARRANTIES.**

Lessor represents and warrants to Lessee the following: 1) Lessor is the sole-owner of the Horse; and 2) Lessor is authorized and empowered to enter into this agreement.

**10. ASSIGNMENT AND SUBLETTING**.

 **10.1 Lessor's Consent Required**. Lessee shall not voluntarily or by operation of law assign, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in the Horse or this Lease without Lessor's prior written consent. Any attempted assignment, subletting, transfer or encumbrance without Lessor's consent is void and shall constitute a breach of the Lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

 **10.2 No Release of Lessee**. Regardless of Lessor's consent, no subletting or assignment shall release Lessee of its obligation to pay rent and to perform all of Lessee's other obligations hereunder for the Term. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof.

**11.) INDEMNITY; ASSUMPTION OF THE RISK.**

 **11.1 Indemnity**. Lessee shall indemnify and hold Lessor harmless from any and all claims, demands, liability, damages, judgments or actions arising from Lessee's use or possession of the Horse, including any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action brought thereon.

**11.2 Assumption of the Risk**. Lessee understand 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 waives all claims in respect thereof against Lessor, even if damage or injury arises out of the act or omission of Lessor.

**12.) DEFAULTS; REMEDIES.**

**12.1 Defaults.** The occurrence of any of the following events constitutes a default and breach of this Lease by Lessee: 1)The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where the failure continues for a period of fourteen (14) days after notice thereof from Lessor to Lessee; 2) the failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease which Lessee is required to observe or perform.

 **12.2 Remedies upon Default.** If Lessee defaults under or breaches this Lease, Lessor shall have the right at any time, without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of the default or breach, to: 1) 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; 2) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state in which the Horse is located.

Additionally, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to the cost of delivering or recovering possession of the Horse and reasonable attorney's fees and court costs.

 **12.3 Default by Lessor.** Lessor shall not be in default unless 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.

**13.) SURRENDER OF POSSESION.**

On the last day of the Term, or on any sooner termination, Lessee shall surrender the Horse to Lessor in the same condition, if not better. If the Horse is surrendered by Lessee with any medical or care issues, Lessor has within 14 (fourteen) days to discuss and collect medical coverage and payment from Lessee.

Lessor has the right to use the veterinarian or farrier of their choosing.

**14.) BINDING EFFECT.**

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

**15.) LESSOR'S ACCESS.**

Lessor and Lessor's agents shall have the right to examine the Horse at any time for the purpose of inspecting, showing to prospective purchasers, as Lessor may deem necessary or desirable. Lessor agrees to give lessee five (5) days notice.

**16.) 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 by 1) written and delivered to the provided address by USPS, 2) email, 3) text to the provided number, 4) Facebook messenger, and 5) the provided email.

Lessor:
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee:

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**17.) GENERAL PROVISIONS.**

* **Severability;.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

* **Choice of Law**. This Agreement shall be governed by the laws of the State of Virginia. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (County), Virginia (State). The parties hereto consent to both venue and jurisdiction.

* **Waivers**. No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act shall not render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee.

* **Covenants and Conditions.** Each provision of this Lease to be performed by Lessee shall be deemed both a covenant and a condition.

* **Headings, Terms**. The headings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The terms "Lessor" and "Lessee" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, servants and agents of Lessor or Lessee.

* **Attorney's Fees.** If either party named herein brings an action to enforce the terms of this Lease or to declare rights hereunder, the prevailing party in any such action, on trial, arbitration or appeal, shall be entitled to reasonable attorney's fees to be paid by the losing party as fixed by the court or arbitrator.

* **Execution and Delivery.** This Lease shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

* **Relationship of Parties.** This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of Lessor and Lessee.

**18.) ENTIRE AGREEMENT.**

All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This lease may not be modified or amended in any manner except by an instrument in writing executed by the parties.

**19.) COUNTERPARTS.**

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

**LESSOR:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signed) (Date)

**LESSEE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signed) (Date)