

Equine Lease Agreement

INFORMATION CONTAINED HERE WILL BE KEPT CONFIDENTIAL, FOR Painted Star Equine Rescue Inc. USE ONLY

This agreement is made between _____ herein referred to as the Lessee and Painted Star Equine Rescue Inc. herein referred to as the Owner.

Owners Information:

Painted Star Equine Rescue INC.

President: Jennifer S. Brown

Address: 289 SW Hawk LN * Fort White, FL 32038

Phone: 386-497-4977 or 727-743-4089

email: paintedstarstables@paintedstarstables.com * Web Site: <http://www.paintedstarstables.com>

Lessee Information:

Name: _____

SS#: _____ / _____ / _____

Driver's Lic#: _____

State: _____

Address: _____

City: _____

State: _____ Zip: _____ Phone: _____

How Long at present address _____

Employed by: _____

How Long at Present Employer _____

Address: _____

Phone: _____

Equine Related REFERENCES:

1. _____

Phone Number(s): _____

2. _____

Phone Number(s): _____

Do you currently own a horse? Yes No How Many? _____

1) Payment Terms:

The Lessee agrees to pay a non-refundable Fee of \$_____ to Lease said horse for a period of One Year. If the Owner Aggress to Sell and the Lessee Agrees to buy said equine after this one year lease period is over a Addition Fee of \$_____ will be charged to purchase said horse at that time.

2) Horse to be Leased:

Name: _____ DOB: _____ Sex: _____

Color: _____ Breed: _____ Reg No#: _____
(Detailed description is required to be attached to this agreement. Copies of registration papers to be attached to this agreement).

Microchip type: _____ Microchip Number: _____

Brands: _____ Locations: _____

Markings: _____

Location Where Equine will be housed:

Boarding Stables Facility Rented By Lessee Facility Owned by Lessee

Other: _____

Name of Home Owner: _____

Address: _____

City: _____

State: _____

Phone Number(s): _____

If this is a Rented Property has the Owner of the Property Approved of an Equine Resident? Yes No

Should lessee desire to relocate the leased equine after lessee assumes possession of it, Lessee agrees to notify Painted Star Equine Rescue Inc. at least 10 business days prior to the proposed move. The leased equine may not be relocated without the expressed written permission of Painted Star Equine Rescue Inc., and any such permission to relocate the leased equine out of the state in which it was adopted must be in writing prior to such move. The Lessee agrees to provide written notice of any changes in his or her residence or contact information within (10) ten days prior to proposed move.

3) Consideration:

A) The Horse remains the property of Painted Star Equine Rescue INC. And will be maintained and cared for under this agreement for a period of one (1) year. Upon recite of a Satisfactory veterinary report and a approved inspection report done by Painted Star Equine Rescue after the one year lease period, said horse may be permanently purchased by the Lessee If Owner Aggress to Sell and Lessee Agrees to Buy. At this time a new Sales contract will be signed giving Painted Star Equine Rescue Inc. buy back rights to said horse, and giving full ownership to the Lessee. If at any time during this lease the Vet Concludes that said Equine has not been cared for properly and/or Equine is in a debilitated or unhealthy condition Equine will be returned to Painted Star Equine Rescue Inc. immediately, no refunds will be made for any reason. If lessee does not wish to buy said Equine at the end of this lease period then Equine will be returned to Painted Star Equine Rescue Inc. and no Refunds will be made.

B) THIS IS NOT A TRANSFER OF OWNERSHIP:

Said Lessee understands and agrees that said Horse may not be sold to an individual, sold or given away for slaughter, given away, Donated, leased, subleased, loaned, raced, bread, removed from the personal supervision or moved from described address or otherwise transfer the leased equine to any other person or entity. If the Lessee violates this, the Lessee agrees to pay the sum of Five Thousand Dollars (\$5,000) to Painted Star Equine Rescue as Liquidated Damages to cover the costs of adoption, investigation of breach of Agreement, recovery of equine and/or re-adoption and other related costs. Furthermore, violation of this Agreement shall require the IMMEDIATE return of equine to Painted Star Equine Rescue at the expense of Lessee. Lessee will be held liable for any other costs incurred by Painted Star Equine Rescue Inc. when trying to recover the equine.

C) Said Lessee understands that If for any reason they cannot keep Said Equine in the future that Said Equine must be returned to Painted Star Equine Rescue Inc. at Lessees Expense.

D) If Lessee becomes unable or unwilling to care for the leased equine as set forth in this agreement, Lessee will immediately notify Painted Star Equine Rescue Inc and allow a **two month period for Painted Star Equine Rescue Inc to take possession of the leased equine.**

4) Equine Health Care Information and Requirements:

The equine veterinarian who will care for this animal:

Address: _____

Phone: _____

Farrier who will be providing Routine hoof care: _____

Phone: _____

Daily feed will be the responsibility of: _____

Other Individuals that will be Responsible for Daily Care for Equine:

1) _____

2) _____

3) _____

4) _____

Trainer's name: _____

Phone: _____

Before Leaving Painted Star Equine Rescue Inc. Equine has been examined by a Licensed Veterinarian, given Proper Vaccinations, Worming, Dental Care, Farrier Care, has been rated on the Henneker Scale for Body Condition and has been issued a Health Certificate and Current Coggins Test.

Information about the leased equine's history, past health problems, and/or current condition is attached. Painted Star Equine Rescue Inc. makes no representations as to the completeness or accuracy of this information. The equine is being leased "AS IS". Painted Star Equine Rescue Inc. specifically disclaims any and all warranties, implied or otherwise, as to the equine and its health, soundness, condition, or suitability for any particular activity.

- A) Lessee agrees that said animal shall reside in the minimum corral space of three hundred (300) square feet, constructed of wood, pipe or horse-safe wire. Sanitary living conditions must be provided with a shelter from the elements.

- B) Lessee will have a veterinarian examine the horse twice a year and follow the recommendations he/she deems necessary. Said Lessee will be solely responsible for all expenses for the examination and will provide a written notice of findings and completion of said exam within seven (7) days after completion to Painted Star Equine Rescue Inc. 289 SW Hawk LN * Fort White, FL 32038

- C) Said Lessee agrees and binds him/herself to take good and reasonable care of this Equine so as to provide food, shelter, correct routine and accident related medical care, Farrier care, exercise, and affection for the duration of its life. Abuse, neglect, or lack of adequate care will result in Lessee relinquishing animal to Painted Star Equine Rescue Inc. unconditionally. Lessee shall, at his/her own expense, care for and maintain the leased equine, at an agreed upon location by lessee and Painted Star Equine Rescue Inc, in strict accordance with the requirements of this agreement. Such required care and maintenance shall include, but not be limited to, the following: providing the leased equine with adequate and proper quantities of Horse Quality feed and hay, fresh CLEAN water, safe and adequate shelter (which shall include a stall or run in shed and turnout area), safe and adequate fencing (NO BARBED WIRE), adequate and regular exercise, appropriate hoof care Given at least every eight weeks minimum (6 weeks is preferred), required veterinary attention Twice a Year Minimum, coggins test pulled every year, vaccinations for at least Rabies, Tetanus, Westnile, rhino and Strangles (other vaccines that may be recommended by a vet are optional, ask your vet about what is needed for your area), treatment as preventative care against parasites, including worming at least every eight weeks, and dental care at least once a year, or as recommended by a vet or Professional equine dentist.
- D) The Lessee agrees to provide written notice and a Veterinary Report to Painted Star Equine Rescue Inc. when the above described equine dies.
- E) If said Lessee is proved in violation of any of the above, said Lessee shall be subject to legal action. Said Lessee agrees that an authorized representative from Painted Star Equine Rescue Inc. may enter the property where said Equine resides at any time to determine if all conditions of this agreement are being complied with. Should said Lessee violate any of these terms, an authorized representative of Painted Star Equine Rescue Inc. may enter said land where Equine resides and take possession of said Equine.
- F) The Lessee agrees to release the above described equine to the representative of Painted Star Equine Rescue Inc if that representative has found that the equine is not being adequately cared for.
- G) The Lessee agrees to not hold Painted Star Equine Rescue Inc. responsible for any veterinary care or other expenses incurred by the equine after this contract is signed.

5) DEFAULT

- A) Said Lessee further agrees to accept all responsibility for any action or lien resulting from any action, directly or indirectly, involving said Equine while in said guardian's care.
- B) Therefore said Lessee agrees and understands that neither Painted Star Equine Rescue Inc. nor any of its employees or agents will be liable for damages or injury caused to said Lessee or a third person by said Equine once said Lessee receives delivery of said Equine, including, but not limited to, damages or injuries caused by the fact that the Equine does not perform or behave in a manner said Lessee expected.
- C) Further, if any third person makes a claim against Painted Star Equine Rescue Inc. or any of its employees or agents as a result of any conduct of the Equine after said Lessee has taken possession, said Lessee agrees to indemnify and hold Painted Star Equine Rescue Inc. and its employees or agents harmless from any claim, including costs and attorney's fees resulting from such claim.
- D) If said Lessee is unable to care for Said equine or if Lessee is found in default of any of the conditions of this agreement or in the event of their death, the Lessee acknowledges and/or directs their estate to acknowledge that the equine will be returned immediately to Painted Star Equine Rescue Inc., that said equine is/are separate from and not included in their estate or personal property on any manner or form and the Lessee directs that, if they are unable to return said equine to Painted Star Equine Rescue Inc., that whomever shall have directive powers over their affairs return or cause to return said equines immediately to Painted Star Equine Rescue Inc..
- E) Said Lessee will be responsible for returning the equine to Painted Star Equine Rescue Inc. or said Lessee will pay costs involved in its return by an authorized representative of Painted Star Equine Rescue Inc. at the end of the agreed period, if said Lessee is unable to care for the said Equine, or if said Lessee is found in default of any conditions of this agreement. In the event of said Lessee death, during this agreement, said Lessee directs the funds from said Lessee estate to be used to return the Equine described herein to Painted Star Equine Rescue Inc. .
- F) If the equine is determined by a veterinarian to be in a debilitated or unhealthy condition on return, said Lessee will assume responsibility for all costs incurred to return animal to a healthy condition.
- G) Lessee specifically waives any rights he/she may now have or later acquire to any reimbursement or compensation from Painted Star Equine Rescue Inc in connection with any Painted Star Equine Rescue Inc equine.

- H) This Contract is to limit the potential legal liability of Painted Star Equine Rescue Inc, and its officers, directors, members, and donors, or any of Painted Star Equine Rescue Inc members for injuries and damages arising out of the fostering, Lease, Purchasing, possession, or any use of any Painted Star Equine Rescue Inc equine(s), to the full extent permitted by the laws of the state of Florida, and/or any state which the horse might be relocated to. The parties agree that the language below is to be interpreted to give full effect to its stated purpose.

Horseback riding and horse driving are classified as rugged adventure recreational sport activity. There are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in serious injury, or even death, to the rider. Horseback riding/horse driving is the only sport in which one much smaller, weaker predator animal (the human), tries to control and become one unit of movement with another much larger, stronger prey animal (the horse), with each having limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing direction or speed at will, shifting its weight from side to side, bucking, rearing, biting, kicking, or running from danger. These risks exist for any person around a horse, whether mounted or on the ground. Lessee acknowledges these risks and states that Lessee is not relying on Painted Star Equine Rescue Inc to advise Lessee of all the risks. Lessee acknowledges that wearing a properly fitted and secured equestrian riding helmet which meets or exceeds the quality standard of the SEI Certified ASTM Standard F 1163 while riding, driving, mounting, dismounting and being near horses may reduce the severity of some of the wearer's head injuries and possibly prevent death occurring as the result of a fall or other occurrences.

Lessee knowingly and voluntarily assumes all risks associated with any Painted Star Equine Rescue Inc equine(s), including but not limited to inherent risks and the risks of negligence by Painted Star Equine Rescue Inc, its officers, directors, members, employees, donors or foster care providers, or any Painted Star Equine Rescue Inc members.

Lessee understands that Lessee knowing and voluntary assumption of these risks is a defense under law to any claim for injury or damage and a bar to recovery.

In consideration of Painted Star Equine Rescue Inc allowing Lessee to possess and use the any Painted Star Equine Rescue Inc equine(s), Lessee agrees to release Painted Star Equine Rescue Inc and its officers, directors, members, employees, donors, foster care providers, insurers and others acting on their behalf (hereinafter collectively Painted Star Equine Rescue Inc), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Painted Star Equine Rescue Inc ordinary negligence; and Lessee does further agree that except in the event of Painted Star Equine Rescue Inc gross negligence or willful and wanton misconduct, Lessee, Lessee's family, heirs, invitees, guests, and agents and licensees waive all rights which may otherwise arise from any injury and shall not bring any claims demands, legal actions or causes of action against Painted Star Equine Rescue Inc for any economic or non-economic losses due to bodily injury, death, or property damage arising out of or related to the leased equine.

The Lessee agrees not to hold Painted Star Equine Rescue Inc liable in the event of injury, death, or damage to any human, animal, or property as a result of activities or actions of the equine. The Lessee agrees to assume all liability associated with the equine. The Lessee has read, understands, and will heed the following warning: WARNING: UNDER FLORIDA LAW AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. Painted Star Equine Rescue Inc will not be responsible for any damages or injuries caused by the above described equine

I) Should Lessee receive a citation for any criminal offense related to animal abuse, or be charged with any such offense, Lessee shall immediately notify Painted Star Equine Rescue of this occurrence.

J) Painted Star Equine Rescue Inc may terminate this Contract upon any material breach by Lessee of any provision of this Contract. If not terminated sooner, this Contract shall terminate in One Year from Date Signed, or upon Painted Star Equine Rescue Inc taking possession of the leased equine from lessee.

6) LAW

The laws in the state of Florida shall govern this agreement, and the rights and obligations of the parties to it. The parties specifically consent to the jurisdiction of the courts of Florida for any matter arising.

This agreement may be modified or amended only by a writing signed by all parties hereto.

The invalidity or un-enforce ability of any portion of this agreement shall not affect the validity or enforce ability of any other portion.

7) Captions and Headings

Any captions or headings used in this Agreement are for descriptive purposes only and are not to be considered terms of this Agreement.

This agreement contains the entire agreement of the parties.

This Lease agreement is accepted by Painted Star Equine Rescue Inc.

Signed _____ Date _____

This Lease agreement is accepted by the Lessee.

Signed _____ Date _____

Witness

Signed _____ Date _____

General Authorization:

Addendum to Foster/Adoption Contract:

I, _____, do hereby give authorization to **Painted Star Equine Rescue Inc**, and its agents to contact my veterinarian, farrier And other equine professionals who render service to said Leased Equine _____, a _____ While in my care. Furthermore, my signature on this addendum grants permission for **Painted Star Equine Rescue Inc** and its agents to request any information pertaining to the Health and well-being of said Equine, and authorizes release of said information Regarding said horse by professionals I have employed to care for said horse.

Signed: _____

Date: _____

I, _____, do also hereby agree to send Pictures to Jennifer Brown on a Monthly basis, and stay in communication to Confirm that said equine is being well taken care of, and is in good health. Pictures can be sent by email : paintedstarstables@paintedstarstables.com Or by mail to 289 SW Hawk LN, Fort White, FL 32038

Signed: _____

Date: _____