

Lease Agreement

This agreement is made between Hayleigh Crawford, "Lessee" and Marlie Averitte, "Lessor."

This agreement is entered into between Lessee and Lessor for a month-to-month lease on the horse described below. The lease will begin on December 20, 2021 and is open-ended. The initial lease payment outlined in § A below shall be pro-rated for the month of December.

Name:

GuinnessAge:

1/1/2005

Height: 16.2h

Color:

Chestnut

Breed: Irish Sporthorse

Sex: Gelding

USEF: 5366421

Microchip: 981020023312600

A. Lease Fee and Conditions: Lessee shall pay Lessor a lease fee of \$1,500 per month on the first of each month. Lessee shall bear all home, training and show related expenses, including but not limited to entries, stall charges, trainer charges, shoeing, feed/hay/bedding related charges, and groom charges in addition to any veterinary expenses incurred as a result of Lessee's use of the horse during the lease period in accordance with § D, below. During the lease, the horse will be under the exclusive care of Betty Beran and Smoke Tree Ranch. Horse is not to be moved from the care of trainer Betty Beran without written consent.

B. Termination: The lease shall be terminable by Lessor or Lessee upon 14 days' notice, at which time the lease shall be deemed to expire on the last day of the currently paid lease period. E.g., if the lease fee has been paid on January 1, 2022, either Lessor or Lessee may terminate the lease effective January 31, 2022, by providing notice to the other party no later than January 17, 2022.

Horse is to stay for sale during the lease period and trials will be permitted. The sale of the horse makes this contract null and void immediately, and Lessor shall refund Lessor the pro-rated balance of the lease fee paid for the month in which the horse is sold.

C. Insurance: Lessor will maintain the current maximum mortality and major medical insurance policy for the horse during the lease period. Lessee shall be liable for the deductible portion of the policy if a claim needs to be made during the lease period. Marlie Averitte is to be listed as the sole payee of the mortality policy should a payout be required.

D. Veterinary Pre-purchase Exam: Said horse has not had a clinical exam prior to the lease. Both parties are aware and agree to proceed without a pre-purchase examination.

E. Warranties: Lessor has deemed this horse to be fit for use and intended purposes. Horse is to be used exclusively for Hayleigh Crawford for hunters, equitation, and jumpers not to exceed the 3'3" height. Horse is only to be ridden by Hayleigh, Kennedy Averitte and the STR staff.

F. Liability: During the lease period, Lessee assumes full liability and agrees to indemnify Lessor and hold Lessor harmless from any damage or injury to any animal, person or property caused by said horse; including injury or death to person, animal or damage/destruction of property, while Lessee is using or handling said horse.

Lessor likewise agrees to indemnify Lessee and hold Lessee harmless from any damage or injury to any animal, person or property caused by said horse; including injury or death to person, animal or damage/destruction of property, while Lessor or Lessor's agents, including any person trying the horse for possible purchase, are using or handling said horse.

Lessee:

DocuSigned by:
Hayleigh Crawford
46A76167DF35423...
Signature

Name: Hayleigh Crawford
Date: December 18, 2021
Address: 29505 E Mulberry Dr
Phoenix, AZ 85016

Lessor:

DocuSigned by:
Marlie Averitte
119E9D56CAD43B...
Signature

Name: Marlie Averitte
Date: December 18, 2021
Address: 23664 N 80th way
Scottsdale AZ 85255