

## Equine Lease Agreement

**Parties:** This EQUINE LEASE Agreement is made this 16th day of October, 2020 by and between the following parties:

**Owner or Lessor Name:** Terri Hulse (hereinafter "Owner")

Address: 3310 E. Sunnysdale Drive

City: Queen Creek State: AZ Zip Code: 85142

Phone Number: 602-738-1140 eMail: thulse265@gmail.com

**Lessee Name:** Tamara Garrison (hereinafter "Lessee")

Address: 4630 E. Peachtree Drive

City: Chandler State: AZ Zip Code: \_\_\_\_\_

Phone Number: 480-242-3127 eMail: tegarrison@cox.net

**Horse:** This contract pertains to the following horse (hereinafter "the horse"):

Name: Sudden Impact, AKA Clint Registration No: N/A

Sire: Tinus PM Dam: Unknown

Date Foaled: April 6, 2000 Color: Bay Sex: Gelding

Other Description (if necessary): \_\_\_\_\_

**Owner warrants** that he/she is the owner of the horse and agrees to lease said horse to LESSEE subject to the following terms of this agreement.

**Lessee Liability:** All Parties signing as Lessee are jointly and severally liable for all obligations of this agreement, and have read and accepted all the terms on this contract.

**The Term of this Lease** shall commence on October 16, 2020, and terminate on April 15, 2021 unless the parties agree in writing to continue the term of this lease in which case the new term shall be attached hereto, signed and dated by both parties hereto and these same terms and conditions shall apply thereto. LESSEE SHALL (\_\_\_\_\_), SHALL NOT () have the option to return the horse to Owner prior to the end of the lease term.

**Purchase of Horse by Lessee:** At the end of this Lease Agreement, date stated above, Lessee has the option of purchasing said Horse for the mutually agreed upon amount of \$ \_\_\_\_\_ N/A (terms of sale to be determined on separate *Equine Sales Contract*).

**Lease Payment Fee:** Lessee shall pay to Owner a Lease fee in the amount of \$ \_\_\_\_\_ \$400.00, payable as follows:

Monthly payment of \$400 payment starting at lease commencement. This payment provides rider, Shelby Garrison, a minor, the ability to ride three days a week (generally Tuesday, Thursday and Saturday unless other days are agreed in advance. Lease fee provides riders with two lessons with Trainer Sue Gilmore as part of the training fee the owner will continue to pay. A third lesson is required weekly at the expense of the Lessee. Two of the lessons each week can be jump lessons, and the third lesson, paid for by the Lessee must be a flat lesson, either English or Western. Owner shall pay for shoes, veterinary expenses when NOT in the care of the Lessee, and supplements. Lessee will be responsible for all show costs including transportation, show fees (boarding and event), training and any other costs incurred by the Lessee. Out Fox you Farm at 15225 E Riggs Rd Gilbert, Arizona 85298 is to be considered the principle home stable during the term of this lease, but permission is granted for temporary stabling at other locations for the purpose of showing, demonstrations or such activities.

**Lessee shall not have the right to relocate** the horse without Owner's express written permission except as may be usual and customary for competition purposes. In any event, transportation of the Horse must be arranged with Owner, at Lessee's expense.

**Care of Horse:** Lessee agrees to follow all usual and customary practices for care of horse while in Lessee's care, to maintain horse in good health and provide any and all necessary and prudent veterinarian needs at Lessee's cost if an issue arises while in the Lessee's care. Otherwise, veterinary expenses will be borne by the Owner. If, for any reason the Horse must be euthanized while in the care of the Lessee, all costs associated with euthanizing said Horse shall be at Lessee's expense. If while in the care of the Owner and the horse must be euthanized, the Owner will bear these costs. If said Horse should, at any time, become missing, lost, seriously injured, sick or dead, the Lessee shall immediately notify Owner by telephone.

**Risk of Loss and Insurance:** Lessee assumes risk of loss or death to said horse while in the Lessee's care. If horse becomes lost or death occurs while in the care of the Lessee, Lessee agrees to pay Owner a replacement cost of \$7,500.

**Warranty of Suitability for a Specific Purpose:** Lessee has informed Owner of Lessee's intent to Lease this horse for the specific purpose of: (Identify Fully): Lessons, hacks and shows. Show selected needs to be agreed between Lessee and Trainer Sue Gilmore. Owner warrants that, to the best of Owner's knowledge, this Horse is suitable for the stated purpose; further, that all relevant conditions of the horse, both physical, mental and/or behavior specific, which would be relevant to use for these particular purposes and which are

known or reasonably should be know by Owner have been fully disclosed by Owner to Lessee prior to the execution of this agreement.

**Sale of Horse by Owner:** In the event Owner places the Horse up for sale during the period of this Lease, Lessee shall have the first right of refusal to purchase said horse within 5 days of written notification.

**Limitation of Liability:** Lessee understands that Owner is not responsible for any accidents, injuries, damage, death or loss to personal property in conjunction with said horse while in the care of Lessee and releases Owner, their agents, employees or representatives from all actions, claims or damages resulting from actions of said Horse.

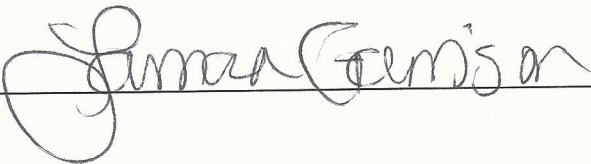
**Option to Renew:** Lessee has the option to renew this Lease if a request is made in writing 15 days prior to the expiration of the term of this lease.

**Assignment or Transfer:** This agreement shall not be assigned or transferred by either party hereto without the prior written consent of the other party. Any such assignment or transfer shall be set forth in writing, dated and signed by the parties hereto and attached hereto.

**Modification of Lease:** No modification of this lease shall be binding unless in writing and executed by the parties hereto.

**Disputes:** In the event any dispute arises under this Agreement, the parties agree that said dispute shall be submitted to an arbitrator mutually selected by the parties and shall be governed by the laws of the state in which the Seller resides. The parties further agree that the prevailing party in said arbitration shall be entitled to recover its reasonable costs and expenses incurred, including reasonable attorneys fees.

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING LEASE CONTRACT AND LIABILITY RELEASE AGREEMENT, WARNINGS AND OUR ASSUMPTION OF RISK. THE PARTIES UNDERSTAND THE ABOVE AGREEMENT CONTAINS AN AGREEMENT TO SUBMIT ALL DISPUTES UNDER THIS AGREEMENT TO BINDING ARBITRATION.

LESSEE SIGNATURE  10-16-20  
DATE

OWNER SIGNATURE  10-16-20  
DATE

## Extension of Equine Lease Agreement

Extension of Equine Lease Agreement dated October 16, 2020 made by and between:

Terri Hulse, Lessor and

Tamara Garrison, Lessee,

relative to a certain lease agreement for the use of Sudden Impact (AKA Clint).

Lessor and Lessee each agree to extend the term of said Equine Lease for a period of six months commencing on April 16, 2021,

terminating on October 15, 2021, with no change to the other original terms and conditions included therein.

During the extended term, Lessee shall continue to pay Lessee the lease fee of \$400 per month, due by the 16<sup>th</sup> of each month.

This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this date: April 16, 2021

[Signature]  
Lessor

Tamara Garrison  
Lessee

### Extension of Equine Lease Agreement

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Terri Hulse, Lessor and

Tamara Garrison, Lessee,

relative to a certain lease agreement for the use of Sudden Impact (AKA Clint).

Lessor and Lessee each agree to extend the term of said Equine Lease for a period of six and a half months commencing on October 16, 2021, terminating on April 30, 2022, with no change to the other original terms and conditions included therein except as follows:

- ✓ For the period from October 16, 2021 to November 30, 2021, the Lessee shall pay an aggregate lease fee of \$200 with payment due on October 16, 2021.
- For the period from November 6, 2021 to November 22, 2021 the horse will not be available to lessee.
- ✓ For the period December 1, 2021 until lease termination of April 30, 2022, Lessee shall pay Lessee the lease fee of \$400 per month, due by the 1st of each month.

This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this date: 10/16/2021

  
Lessor

  
Lessee