

# Considerations for Equine Lease Agreements

*This publication is intended to provide general information about legal issues and should not be construed as providing legal advice. It should not be cited or relied upon as legal authority. State and federal laws vary and no attempt is made to discuss laws of states other than Maryland. For advice about how these issues might apply to your individual situation, consult an attorney.*

Offering a horse for lease can be a good option for an owner who is unable to ride or care for their horse due to physical, time, or financial constraints but still wishes to maintain ownership. A lease can be an alternative to selling the horse, a way to cut maintenance costs, or an avenue to ensure the horse remains in work.

While some verbal contracts are considered binding in Maryland, getting the agreement in writing is a good idea. A well-written lease can protect the owner (also called the lessor) and the lessee (the person leasing the horse) from liability and ensure both parties understand their rights and responsibilities.

An equine lease can take many forms, depending on how the lease agreement is constructed. Consider the following items when preparing or reviewing a written lease agreement.

## Commonly Used Terminology

Knowing the lingo can be helpful, but note that these terms are broad and specifics can vary in different lease situations. If these terms are included in a written lease agreement, sufficient detail should also be provided to ensure the owners' intentions are clearly communicated.

### Full versus partial lease.

A full lease means there are no restrictions on when the lessee can ride or otherwise use the horse. In a full lease,



Image credit: Edwin Remsberg

the owner typically does not use the horse. A partial lease, sometimes called a half lease, means the lessee can use the horse only part of the time. Partial lease agreements should spell out exactly when the lessee is permitted to use the horse.

### On-site versus off-site lease.

An on-site lease means the horse will be housed at a farm specified by the owner. In an off-site lease, the lessee is typically permitted to keep the horse at a farm of their own choosing.

### Paid versus free lease.

In a paid lease, the lessee pays fees to the owner for use of the horse. The lessee may or may not be financially responsible for some or all of the horse's care in addition to the lease fee. In a free lease, the lessee does not pay a fee for use of the horse but is usually required to pay for all of the horse's care. It is a common misconception that a free lease is actually free.

## Lease Term

An equine lease should state the duration of the lease: 1 month, 6 months, 1 year, 3 years, or some other term. Consider the following:

- ▶ **How long will the lease be valid?** The initial lease period can be any amount of time, but most leases are valid for a minimum of 6 months. The lease agreement should specify the beginning and ending dates.
- ▶ **How or when will the lease renew?** A lease may be written so that it's valid for only a certain amount of time and must be re-signed by both parties in order to renew. Alternatively, a lease may be written so that it renews automatically, such as on a month-to-month basis.
- ▶ **How can the lease be terminated?** A lease may give one or both parties the right to terminate at any time or only after a certain date. The lease agreement should specify who has the right to terminate, how much notice is required, and how that notice must be given (by phone call, e-mail, certified letter, et cetera). For example, a lease may read that either party may terminate the lease after one year, and the party requesting termination must give at least 30 days notice via e-mail.
- ▶ **Upon termination, what will the lessee be responsible for? What will the owner be responsible for?** For example, who will transport the horse back to the owner's possession? Who will ensure the horse has required documentation (such as a valid Coggins and certificate of veterinary inspection) before transportation?

- ▶ **What types of riding or use are permitted or not permitted?** A lease may specify that the horse may only be used for trail riding, may not be jumped over a certain height, or may not be used for breeding purposes.
- ▶ **Will the lessee be permitted to trailer the horse, and if so, for what purposes (pleasure riding, competitions, to obtain medical treatment, et cetera)?** A lease may specify a permitted radius for travel, such as trailering is allowed only within a 100-mile radius. In this situation, the lease would also need to specify the address of the horse's home stable.

## Care of the Horse

It is important to define who will be responsible for the care of the horse over the life of the lease. Some questions to consider are:

- ▶ **Who will be in possession of the horse?** In some lease situations, the horse is maintained at the owner's discretion and the lessee has rights to utilize the horse. In other situations, the horse is maintained at the lessee's discretion with little or no input from the owner.
- ▶ **Where will the horse be kept?** A lease may specify that the horse must be housed at a certain farm or in a certain city, county, or state.
- ▶ **What care is the owner responsible for providing? What care is the lessee responsible for providing?** A lease agreement should specify who is responsible for ensuring the horse receives adequate shelter, feed and water, grooming, exercise, farrier care, dental care, and veterinary care, including vaccines and deworming.
- ▶ **Does the horse require special care?** A lease may specify that the horse receives certain supplements, wears a blanket during cold weather, is shod with certain shoes, et cetera.

**Special note on leases running longer than one year: Maryland's Statute of Frauds requires leases, including equine, that run longer than one year be in writing to be enforceable.**

## Use of the Horse

A lease should also include detail about how the lessee may ride or otherwise use the horse. Considerations should include the following:

- ▶ **Who may ride the horse?** A lease may specify that only the lessee, only individuals over the age of 18, or only riders with a certain amount of experience may ride the horse. The owner may wish to specify that anyone who rides the horse must first sign a hold harmless waiver indemnifying them of liability.

## Financial

The owner may receive some form of compensation, or lease fees, in return for lessee's use of the horse.

- ▶ **Will the lessee pay the owner fees for use of the horse? How and when will payments be made?** A lease should specify the monthly fee, when the fee must be received (such as by the first of each

month), and what type of payments will be acceptable (such as cash or check).

- ▶ **Who will pay for the horse's care?** If lessee and owner share portions of the care, the lease agreement should specify who is responsible for each type of expense (such as board, feed, medical care, farrier care, dental care, et cetera). The lease agreement should also specify how expenses are paid. For example, will the lessee pay the owner or pay the vendor/service provider directly?

## Medical Treatment of the Horse

A horse may become injured or fall ill during the life of the lease and require veterinary care. How will this responsibility be handled? Who will make the medical decisions? How will the parties distinguish when a lessee has authority and when the owner has authority? These are all important considerations before entering into the lease.

- ▶ **Who will ensure the horse receives veterinary care?**
- ▶ **Who will pay for veterinary care?** The lease may differentiate between routine versus emergency care, or for care for a pre-existing condition.
- ▶ **In the event of an emergency which may require extreme measures like surgery or euthanasia of the horse, who will make medical decisions?** The owner may wish to maintain the right to make the decisions or defer that right to the lessee. If the owner maintains the right to make decisions, what will happen if he or she is unreachable in the event of an emergency?

## Tack and Equipment

- ▶ **Does the horse require special tack or equipment?** For example, a lease may specify which bits may be used on the horse or require the horse always be turned out wearing a fly mask.
- ▶ Some owners choose to lend tack or equipment to the lessee along with the horse. The lease agreement should specify the items being lent with the horse and whether the lessee may use these items with other horses.

## Owner's Access

- ▶ **Will the owner have the right to ride or visit the horse?** This is of particular concern in full lease

situations where the lessee has full possession of the horse. (In a partial lease situation, this should be described in the section of the lease detailing use of the horse.) The owner may wish to include language giving him or her the right to show and/or ride the horse for potential purchasers or lessees.

## Communication

A consideration often overlooked is how the parties will communicate. Do you prefer to deal in text message, e-mails, phone calls, or a combination? The lease should establish shared expectations for how the parties will communicate.

A lease should specify what is acceptable notice in cases where lessee is required to notify owner, such as exercising the right to terminate the lease. It should also specify how that communication should be given; a lease may state that only notice in writing and/or via certain forms of communication (certified mail, e-mail, phone call) is acceptable.

## Insurance

Insurance is available for horses; specifics vary, but most companies offer mortality, loss of use, and medical/surgical insurance. If the horse will be insured, the lease should specify what type of insurance will cover the horse, the value of the policy, who will pay the premiums, which party will be named as the insured on the policy, and which party will be named as a third party beneficiary.

## Return of the Horse

It's common for a lease agreement to require the horse be returned to the owner in good condition. It's a good idea for a lease to specify what will happen if that requirement is not met. For example, what will happen if the horse has been injured during the course of the lease and is lame when the lease expires? A lease may specify that if the horse is returned in less than ideal condition (as determined by a veterinarian), the lessee will be responsible for the costs of medical expenses for the illness or injury incurred during the term of the lease. Alternatively, a lease may specify that if the horse is returned in less than ideal condition, the lessee will pay a flat (pre-determined) fee based on the value of the injury or illness.

## Indemnity and Assumption of Risk

Limiting the owner's liability and costs through an indemnity clause and assumption of the risk clause are important features of any lease from an owner's perspective. Lessees should understand what those clauses mean before signing a lease.

- ▶ **Indemnity** is a protection against a financial loss or burden. In lease situations, the lessee typically indemnifies (reimburses/compensates) the owner from potential losses based on the lessee's use of the horse during the lease. For example, if the horse causes damage to fencing at a boarding farm, an indemnification clause in the lease would require lessee, not owner, to pay any claims from the damages.
- ▶ **Assumption of the risk** provides an affirmative defense for the owner should the lessee become injured. An affirmative defense means that even if the facts of the case are just as the lessee describes, the owner will not be responsible for the damages. The idea behind this defense is that the injured person who voluntarily consented to a known risk cannot later sue for damages (Crews, 2000). Maryland courts have previously ruled that to prove assumption of the risk, three elements need to be shown: 1) knowledge of the danger; 2) appreciation of the risk; and 3) voluntarily confronting the risk. It is important from an owner's perspective to include language in the lease specifying the lessee is expressly assuming the risk of riding the horse during the term of the lease.

## Defaults and Remedies

No one likes to think about a relationship going bad, but occasionally one party does not uphold the agreement. It is advisable to determine how such a situation will be handled before a dispute arises. Consider the following:

- ▶ If the owner finds that the lessee is not upholding part of the agreement, such as not paying fees on time or not providing the care detailed in the lease, how long does the lessee have to resolve the noncompliance? What will happen if the lessee does not resolve the noncompliance within that time period?
- ▶ What if the horse dies while in the care of lessee and the horse's death is the lessee's fault? How will the parties determine the value of the horse?

- ▶ Other defaults may arise; it's advisable for owner and lessee to consider other possible situations and how they would be handled.
- ▶ Should the parties be required to utilize alternative dispute resolution (ADR) before going to court? ADR is often quicker and more efficient at resolving disputes than going to court. Forms of ADR include mediation and arbitration.
  - **Arbitration** is where the parties allow the dispute to be heard by a panel of arbitrators (typically three) who resolve the dispute. The parties are bound by the arbitrators' decision.
  - **Mediation** is where parties work with a mediator to find common ground and work out an agreement to resolve the dispute.

**The Maryland Department of Agriculture offers a program called the Maryland Agricultural Conflict Resolution Service (ACRS). ACRS is the official USDA-certified agricultural mediation program in Maryland. This program is voluntary and provides low-cost assistance in resolving agricultural disputes. ACRS can provide assistance in locating a trained agricultural mediator to work towards an acceptable solution.**

## Choice of Law and Venue

When the owner and lessee live in different states, choice of law and venue can be very important.

- ▶ **Choice of law** means which state's law will apply in a dispute. This can make a big difference if one state's law is more favorable to the owner or lessee. It is common for the choice-of-law clause to be set favoring the home state of the owner.
- ▶ **Venue addresses** which court will have jurisdiction to hear a dispute. Should it be in a jurisdiction near the lessee's home or the owner's? Again, venue is traditionally picked for the owner's home county court.

For example, Terry, a resident of Pennsylvania, leases a horse for his daughter from Ashley, a resident of Maryland. In the lease, Terry and Ashley agree that Maryland law will apply but venue is proper in York County, Pennsylvania (where Terry lives).

## Case Studies

Lease agreements can take many forms, depending on the situation and the needs and wants of the owner and lessee. The following examples will help you understand the breadth and diversity of forms a lease can take.

### Mare With No Breeding Rights

Joyce operates an Arabian breeding facility producing top-notch foals. She has recently retired her prized mare from breeding and plans to give the mare to her granddaughter as a college graduation gift in three years. Joyce has an injury preventing her from riding and wants the mare to stay in work until her granddaughter graduates. Her lease agreement specifies:

- ▶ The lease is valid for a period of three years with no option to terminate early or renew.
- ▶ The fee for the lease is \$1,000 to be paid at the time lessee takes possession of the horse.
- ▶ The horse must be housed within 50 miles of the owner's farm.
- ▶ The horse may not be bred.
- ▶ The lessee is responsible for providing and financing all care for the horse.
- ▶ The horse must be exercised at least three times per week.
- ▶ The owner retains the right to make decisions regarding care for major medical issues such as life-threatening illness or surgery.
- ▶ The owner retains the right to visit the horse during daylight hours without advanced notice.
- ▶ If the owner finds the lessee in default of the lease, the owner has the right to recover possession of the horse immediately without any notice.

### Old Trail Horse

Tricia has owned her 18-year-old trail master since she was 16 years old. She is expecting her first baby and anticipates she won't have the time or the means to provide the horse the attention and care he needs for the

next few years. Tricia doesn't want to sell her horse, so she leases him under the following conditions:

- ▶ The initial lease period is two years, after which time the lease will automatically renew month-to-month. 90 days' notice is required from either party to terminate the lease.
- ▶ At the termination of the lease, the lessee will be responsible for ensuring the horse is current on all vaccines and possesses a current negative Coggins test. The lessee will be responsible for delivering the horse to the owner.
- ▶ The lessee is not obligated to pay the owner fees for use of the horse.
- ▶ The lessee will be responsible for providing and financing all care for the horse. Decisions regarding veterinary and farrier care will be at the lessee's discretion, made in conjunction with advice from the attending veterinarian and farrier.
- ▶ The owner retains the right to visit and ride the horse during mutually agreed upon times.

### Lesson Horse

Lynne runs a lesson stable, but not all of her horses are utilized in lessons every day. To augment her profit and keep her horses in regular work, she offers some of the lesson horses for lease to students at her barn. Lynne's lease agreement specifies:

- ▶ The horse must be kept on the owner's farm.
- ▶ The owner retains the right to make all decisions about care the horse receives.
- ▶ The owner provides and pays for all care the horse receives.
- ▶ The lessee may use the horse only on days the horse is not being used in lessons.
- ▶ Only the lessee may ride or otherwise use the horse.
- ▶ The horse must be ridden only in the tack and equipment provided with the horse.
- ▶ The horse may not be jumped over fences higher than two feet.
- ▶ The horse may be trailered to trails or shows within a 25-mile radius.
- ▶ The lessee pays the owner a fee of \$250 per month to use the horse, payable by cash or check on the first of each month.

- ▶ The lease automatically renews on a month-to-month basis with 30 days’ notice if either party wishes to terminate.

### Competition Horse

Jeff is an amateur event competitor. He will be relocating to Spain for at least 6 months for his job and cannot take his horse with him. Jeff wants his horse’s training to continue in his absence so he can resume competing when he returns. Jeff’s lease agreement specifies:

- ▶ The term of the lease is six months with the option to renew for an additional six months if both parties agree.
- ▶ The horse must be housed at the barn where currently boarded.
- ▶ The boarding barn manager makes all decisions regarding care and provides care to the horse.
- ▶ The lessee pays a fee of \$400 per month for use of the horse
- ▶ The lessee pays all horse care costs except for board; the owner pays for the horse’s board. The barn manager makes payments for horse care received directly to the vendors and provides the lessee with invoices for reimbursement.
- ▶ The lessee makes payments for fees and horse care costs to the barn manager by the end of each month.
- ▶ Only the lessee may ride or otherwise use the horse.
- ▶ The lessee must ride the horse in biweekly lessons with the owner’s trainer. The lessee pays the cost of the lessons.
- ▶ The horse must be ridden in the bridle and bit supplied by the owner.
- ▶ The lessee must use a saddle which properly fits the horse, as determined by a professional saddle fitter.
- ▶ The horse may be competed at events within a 200-mile radius of the boarding farm.

### References

*Crews v. Hollenbach*, 751 A.2d 481, 488 (Md.2000). Maryland Agricultural Conflict Resolution Service (ACRS), Maryland Department of Agriculture. <[mda.maryland.gov/Pages/acrs.aspx](http://mda.maryland.gov/Pages/acrs.aspx)>

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***A sample lease with several variations and sample hold harmless agreement are included at the end of this document. These documents are intended as samples only. They should be carefully amended to reflect your individual situation and needs and reviewed by your attorney before use.***

## **SAMPLE EQUINE LEASE AGREEMENT**

### **Full Paid Lease**

**Lessor:**

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

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

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

**Lessee:**

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

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

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

**1. PARTIES**

This horse lease agreement is between , \_\_\_\_\_ hereafter "Lessor," and \_\_\_\_\_, hereafter "Lessee."

**2. HORSE**

Lessor leases to Lessee, and Lessee leases from Lessor for the term and upon all conditions set forth herein, the full-time use of the "Horse" as more fully described below:

Registered Name: \_\_\_\_\_

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

Breed: \_\_\_\_\_

Sex: \_\_\_\_\_

Color/markings: \_\_\_\_\_

Brand/ID/Tattoo: \_\_\_\_\_

**3. TERM**

The "Term" of this lease shall be eighteen months, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_. After the initial eighteen month period, this lease shall automatically renew month to month until such time that either party exercises the right to terminate this Lease as described in paragraph 3.1.

**3.1 TERMINATION OF THIS LEASE**

Either party may terminate this lease on or after \_\_\_\_\_ by giving the other party at least sixty (60) days prior notice in writing. If the Lessee terminates the lease, it will be the Lessee's responsibility and at the Lessee's expense to deliver possession of the Horse to Lessor. If the Lessor terminates the lease, it will be the Lessor's responsibility and at the Lessor's expense to recover possession of the Horse.

**3.2 OBLIGATIONS AND RIGHTS UPON LEASE TERMINATION**

Lessee expressly agrees that upon termination of this lease, Lessee shall have no further rights to the Horse.

#### 4. RENT

This is a paid lease. Lessee is obligated to pay a fee to Lessor for use of the Horse at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ for a total of \$ \_\_\_\_\_ over the life of the lease. The fee must be paid by personal check and mailed to the Lessor with a postmark not later than the first day of each month.

**For a FREE LEASE, substitute the following:**

This is a free lease. Lessee is not obligated to pay a fee to Lessor for use of the Horse.

#### 5. USE

Use of the Horse is at the discretion of the Lessee so long as the use is in the best interests of the Horse. Lessee agrees that any and all persons who use the Horse will sign the Hold Harmless Agreement as provided by Lessor, and Lessee will provide such signed copies of the Hold Harmless Agreement to Lessor before the person(s) use the Horse.

**For a PARTIAL LEASE, substitute the following:**

This is a partial lease. Lessee may use the horse on the following days and times: \_\_\_\_\_  
\_\_\_\_\_. (You may need to spell out additional terms.)

#### 6. CARE AND MAINTENANCE

##### 6.1 LESSEE'S RIGHTS AND OBLIGATIONS

During the term of this lease, the Horse will be in the possession of the Lessee. Lessee shall, at Lessee's sole expense, provide reasonable care for the Horse, including but not limited to a safe, clean environment; adequate shelter from the elements; regular and adequate feed and water; all veterinary, farrier, and dental care; grooming; and exercise as is in the best interests of the Horse. If the Horse is returned before the last day of the lease Term, Lessee will be liable for horse care costs until the end of the lease Term, including but not limited to board, feed, supplements, veterinary care, vaccinations, farrier care, and dental care. Lessee shall ensure that, on the last day of the lease Term, the Horse is up to date on all vaccinations (as recommended by Lessee's veterinarian), farrier care, and dental care, and Lessee will provide a current negative Coggins test to Lessor.

##### 6.2 LESSOR'S RIGHTS AND OBLIGATIONS

If Lessee fails to perform Lessee's obligations under paragraph 6.1, Lessor shall have the right to declare a breach of the Lease Agreement, enter the Lessee's premises, and re-take possession of the Horse.

**If this is a PARTIAL LEASE or an ON-SITE LEASE, revise sections 6.1 and 6.2 to reflect who will be in possession of the horse, who will provide care, who will pay for care, and how payments for care will be made.**

#### 7. MEDICAL TREATMENTS OF THE HORSE

##### 7.1 VETERINARY CARE

Lessee will be responsible for ensuring the horse receives proper treatment for any and all injuries, illnesses, or lamenesses that affect the Horse during the Term of this Lease. Such treatment will be at the Lessee's expense.



**7.2 EUTHANASIA OF THE HORSE**

Lessor retains the right to determine whether to euthanize the Horse. In the event that the Horse sustains a life-threatening injury or illness that may warrant emergency euthanasia of the Horse, Lessee shall make all possible attempts to contact Lessor as soon as possible. If Lessor is unreachable, Lessee shall make the decision regarding euthanasia of the Horse in conjunction with recommendation of the attending veterinarian.

**8. TACK AND EQUIPMENT**

Lessor will provide Lessee with the following tack and equipment that may be used on and for the Horse for the Term of the Lease. These items must be returned to Lessor with the Horse at the termination of the Lease:

- a. \_\_\_\_\_ ;
- b. \_\_\_\_\_ ;
- c. \_\_\_\_\_ ;

**9. LESSEE’S REPRESENTATION AND WARRANTIES**

Lessee represents and warrants to Lessor the following:

- a. Lessee is not a minor or incompetent person and is authorized and empowered to enter into this agreement
- b. Lessee will not allow or cause any lien, charge, or other encumbrance to be asserted against the Horse or Lessor’s ownership thereof
- c. Lessee has the ability, knowledge, and skill necessary to properly care for and maintain the Horse in good physical and mental condition
- d. Lessee shall maintain safe and clean boarding facilities and care for the Horse in a proper manner consistent with accepted equine practices
- e. Lessee shall not sell, transfer, assign, sublease, or relocate the Horse without the express written consent of Lessor

**10. LESSOR’S REPRESENTATION AND WARRANTIES**

Lessee represents and warrants to Lessor the following:

- a. Lessor is the owner of the Horse
- b. Lessor is authorized and empowered to enter into this agreement
- c. The Horse is fit for the stated purpose and use set forth herein

**11. INDEMNITY AND ASSUMPTION OF 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 action brought thereon.

## **11.2 ASSUMPTION OF THE RISK**

Lessee understands that engaging in equine activities is an inherently dangerous activity and that by doing so, Lessee is exposed to dangers both known and unknown. Horses are large, unpredictable animals that 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 the Lessor cannot control the Horse and the Lessee shall release and hold harmless Lessor from any injury or death 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 AND REMEDIES**

### **12.1 DEFAULTS**

Any failure by the Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease which Lessee is required to observe or perform will constitute a default and breach of this Lease by Lessee.

### **12.2 REMEDIES UPON DEFAULT**

If the Lessee defaults under or breaches this Lease, Lessor shall have the right at any time thereafter, 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:

- a. Terminate Lessee's right to possession of the Horse by self help repossession or any lawful means, in which cause this Lease shall terminate and Lessee shall immediately surrender possession of the Horse to the Lessor
- b. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state of Maryland. 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 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 POSSESSION**

On the last day of the Term, or on any sooner termination, Lessee shall surrender the Horse to Lessor in good condition.

## **14. LESSOR'S ACCESS**

Lessor and Lessor's agents shall have the right to examine the Horse at reasonable times for the purpose of inspecting, showing to prospective purchasers or lessees, or any other reason as Lessor may deem necessary or desirable. Lessee agrees to be present at reasonable times during which Lessor is showing the Horse to prospective purchasers or lessees. Lessee agrees to ride the Horse in demonstration to prospective purchasers or lessees in the event the Lessor is unable to ride the Horse.

## **15. 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 if by

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## **16. AMENDMENTS TO THIS LEASE**

This Lease may be amended at any time during the Term as agreed upon by both Lessor and Lessee. Amendments must be in writing and signed by both Lessor and Lessee.

**17. GENERAL PROVISIONS**

**17.1 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.

**17.2 CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of Maryland. 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, Maryland. The parties hereto consent to both venue and jurisdiction.

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

LESSEE: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

LESSOR: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

STANDARD

# SAMPLE EQUINE ACTIVITY RELEASE AND HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, the undersigned, have read and understand and freely and voluntarily enter into the Release and Hold Harmless Agreement with \_\_\_\_\_ (hereinafter "Owner"), understanding that this Agreement is a waiver of any and all liabilities associated with my use of \_\_\_\_\_ (hereinafter "Horse").

I understand that engaging in equine activities is an inherently dangerous activity and that, by doing so, I am exposed to dangers both known and unknown. I understand that horses are large, unpredictable animals that may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter the situation. I agree and understand that the Owner cannot control the Horse, and I shall release and hold harmless the Owner from any injury, damage to property, or death arising out of or related to equine activities. I assume all risk of damage to property or injury to persons as a result of my use of the Horse, and I waive all claims in respect thereof against the Owner, even if the damage or injury arises out of the act of omission of the Owner.

Name (print): \_\_\_\_\_

*If minor, name of person representing himself/herself to the lawful Guardian under this Release and Hold Harmless Agreement:* \_\_\_\_\_

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

\_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_