

**HALF LEASE AGREEMENT**

This Horse Lease Agreement (the "Agreement") is entered into on \_\_\_\_\_ 201\_\_\_\_  
between \_\_\_\_\_ residing at \_\_\_\_\_  
("Lessor"), and \_\_\_\_\_ residing at \_\_\_\_\_  
("Lessee").

Whereas Lessor owns the below described horse and Lessee desires to lease horse.

Whereas Lessor and Lessee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**A. TERM**

This Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_, unless terminated sooner as provided herein.

**B. HORSE ("Horse")**

Name \_\_\_\_\_  
Age \_\_\_\_\_  
Breed \_\_\_\_\_  
Sex \_\_\_\_\_  
Registration # \_\_\_\_\_

**C. OPTION**

Lessee fully understands that the horse will still be available for purchase during the lease and the Lessor will actively market the horse in an effort to sell said horse. The Lessee will have the first right of refusal, at the marketed value. The Lessee will have a 24 hour notice prior to a prospective buyer trying the said horse.

**D. CONSIDERATION**

Lessee agrees to enter into a Horse Training Agreement of even date herewith Bein Performance Horses, LLC for the term of this Agreement. Lessor and Lessee accept the terms and conditions of that Training Agreement.

Lesser agrees to pay all general (general is classified as routine dental floating, vaccinations, or minor upkeep) veterinarian costs associated with the Horse during the term of the Agreement, EXCLUDING ANY VETRINARY COST PERTAINING TO LESSEES DIRECT USE FOR SHOWING (coggins/ health certificate for travel, hock/ coffin joint injections, or additional veterinary care to enhance the horses showing appeal.) OR AN ABNORMAL INJURY CAUSED BY THE LESSEES USE.

Lessor agrees to provide registration for said horse, as well as, ALL CURRENT memberships cards pertaining to your horse ownership, or as will be needed for the Lessee to show said horse.

**E. USE**

Lessee will be granted partial use of the Horse during the term of the Agreement, unless in the opinion of the Lessor, unnecessary damage may accrue to the Horse through continued use, then this Agreement may be terminated immediately. Lessee shall have access to said horse for 3 days per week, which may be used for up to 2 lessons per week for the lessee.

**F. RISK OF LOSS OR INJURY**

Lessee assumes risk of loss or injury to Horse, except when caused by negligence of Lessor, with an amount not to exceed \$ \_\_\_\_\_. EXCEPTION Lessor and Lessee jointly acknowledge the past injury of \_\_\_\_\_  
And Lessee's ARE NOT responsible for any injury connected to that affected area.  
(Initial \_\_\_\_/\_\_\_\_)

**G. REGISTRATION**

Lessee warrants that Lessor has good and clear title to Horse and Horse is free of any liens.

**H. TRANSPORTATION**

Lessee assumes all transportation costs associated with the lease of the Horse, except that Horse may not be transported without Lessee's permission.

**J. LIENS**

LESSEE agrees to keep Horse free from any and all liens, encumbrances, charges, and claims. Lessee agrees to hold Lessor harmless from same.

**K. DEFAULT**

Upon material breach of this Agreement by either party, the other party may terminate this Agreement. Both parties agree to settle any disputes through binding arbitration.

**L. JURISDICTION**

This Agreement is subject to the laws of Arizona

**M. AMENDMENTS**

This Agreement may be amended at any time by written notice approved by all parties affected by such amendment.

**N. WHOLE AGREEMENT**

This Agreement constitutes the whole agreement between the parties. There are no other agreements, written or verbal

**O. CLAIMS**

Lessee acknowledges and agrees that horseback riding is a dangerous activity. Lessee accepts all responsibility for Lessee's actions pursuant to any action that is associated with this Agreement, the Horse, or Bein Performance Horses, LLC.

AGREED:

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name