

Graham Equestrian Center

LESSON HORSE LEASE (TO STUDENT) AGREEMENT

This Lease Agreement (“Lease” or “Agreement”) is made by and between The Friends of Gunpowder Falls State Park Graham Area Equestrian Center, Inc., d/b/a Graham Equestrian Center (“GEC”) as Lessor, and , the Lessee, for the purpose of leasing a horse. The parties agree to be legally bound by the terms and conditions as set forth below.

1. Description of Horse. This Lease covers the horse as described in this section:

Name: _____

Mare Gelding

Markings: _____

2. Term.

(a) Term. The term of this Agreement shall be on a month-to-month lease beginning on first of _____, 20_____. If lease begins on a day other than the first of the month, the first month lease fee may be prorated.

(b) Termination. Thirty (30) day written notice of termination is required by either party. However, in the event Lessee’s account balance is more than thirty (30) days past due, this Agreement shall be immediately terminated. Termination by Lessor does not nullify any debt owed by Lessee.

3. Consideration/Payments.

(a) Lease Fee. This Agreement is for the following option, cost and number of rides per month:

- School Lease (limited to 3 days/week) 8 rides per month); \$275
- Partial Lease (limited to 2 days/week) 4 rides per month); \$150
- Half Lease (limited to 1 day/week) 2 rides per month); \$75

In consideration of leasing fees paid by Lessee, Lessor agrees to lease the above described horse. Payment for lease shall be made on or before the first of each month. Payment of lease fees may be made in cash, by check, with credit/debit card, or online. Transaction fees may apply and may vary for credit/debit/online payments.

(b) Riding Lessons. Four lessons per month are required for the duration of the Lease. A separate agreement for riding lessons must be executed between the parties.

(d) Late Fees. A daily fee of three dollars (\$3.00) for payments received after the first of the month shall accrue in addition to fees owed. See Paragraph 2(b) for termination for failure to pay.

(e) Replacement Option. In the event said horse becomes ill or injured, or has otherwise been temporarily or permanently removed from the lesson program, this Lease shall terminate.

However, if a different school horse is available, Lessee shall have the option to lease a different horse pending approval of the student's instructor.

4. Warranties and Covenants of Lessee.

(a) Sub-leasing. Lessee may not sublease said horse.

(b) Rules. Lessee agrees to abide by all rules and regulations established by GEC.

5. Uses of Horse and Limitations.

(a) Rider. Said horse is being leased for the use of:

Lessee (18 years or older) Lessee's minor child or ward (under 18 years of

age) If for minor child or ward, Name: _____

DOB: _____

(b) Risks. Lessee acknowledges the inherent risks associated with equine activities and has voluntarily and willingly signed the 'General Waiver of Liability' agreement which shall merge with this Agreement.

(c) Use. Lessee is leasing said horse for the purpose of additional riding time combined with lessons conducted at GEC.

(d) Performance. Lessor makes no warranty as to the performance of said horse, or on the ability of said horse to perform under the Lessee's use, unless otherwise indicated in this Agreement.

(e) Relocation. Lessee shall not have the right to relocate the horse or to remove said horse from the premises (including for use at horse shows, clinics, off-site trail riding, etc.), except as may be approved by Lessor and under strict supervision of Lessor.

6. Indemnification. Lessee shall indemnify and hold harmless Lessor and Lessor's directors, instructors, employees, volunteers, and agents from and against loss, damage, injury, claim, demand, cost and expense (including legal fees) arising out of or connected with the use, stabling or actions of said horse for the duration of this Lease. Lessor shall not be responsible for any accident or injury to the rider or others (including spectators or other animals) caused directly or indirectly by said horse when used by the Lessee or Lessee's minor child or ward.

7. Default. This Agreement is terminated upon a breach of any material term (including, but not limited to, failure to pay) and the other party has the right to collect all reasonable fees and costs, including attorney fees, from the breaching party.

8. Limitation of Actions and Resolution of Disputes.

(a) Limitation of Action. Any action or claim brought by either party for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

(b) Mediation. The parties mutually agree that, *prior to formal litigation*, any and all disputes arising in connection with this Agreement or claims of loss due to negligence shall be first

addressed in one or more mediation sessions conducted by a certified Mediator. The Mediator selected shall be familiar with equine and equine activities from a list provided by the Lessor and acceptable to the Lessee. Such mediation shall take place in a mutually agreeable location convenient to both parties within the County of Baltimore in the State of Maryland. The cost for securing mediation services shall be shared equally by both parties.

(c) Litigation. In the event mediation fails and litigation is initiated by either party, the prevailing party shall be entitled to all costs and fees associated with litigating the suit, including reasonable attorney fees, court costs and associate fees, and reimbursement of mediation fees. Both parties agree to waive the right to a jury trial.

9. Notice. Written notice shall be considered delivered when made by first-class postal mail, electronic mail, or hand-delivery.

10. Governing Law and Venue. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Maryland. Any legal action must be brought in the appropriate jurisdictional court of Baltimore County, Maryland.

11. Modifications or Changes. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by both parties.

12. Entire Agreement. This constitutes the entire Agreement between the parties. Any modifications or additions must be in writing and signed by both parties to this Agreement.

LEASE AGREEMENT BETWEEN:

Lessor:

The Graham Equestrian Center, Inc.
10301 Harford Road
Glen Arm, Maryland 21057
(410) 663-4445
Info@grahameq.org

Lessee:

Name: _____

Address: _____
City, State, Zip Code: _____

Primary Phone: _____

E-Mail Address: _____

This contract may be signed in two parts, but shall be construed as one whole contract, and valid from the latest date of the two. Facsimile signatures shall be accepted as an original signature.

Executed by LESSOR on this day _____, 20____, in Glen Arm Maryland

Signature: _____
(Agent of Graham Equestrian Center)

Printed name and title: _____

Executed by LESSEE this day of _____, 20____, in _____

Signature: _____

Printed name: _____

Graham Equestrian Center (GEC)
10301 Harford Road, Glen Arm, Maryland
MHIB Licensed
Office #: 410-663-4445
Emergencies (Fire, Medical Assistance): 911
Holly LaBarre – Facilities Manager
Beth Hartka - Barn Manager - 410-790-4764

BARN RULES AND REGULATIONS

GEC management reserves the right to change any policies, pricing and regulations at any time.

Barn Hours: Daily, dawn to 10:00 p.m. Security system installed. Contact the Barn Manager if on premises before 7am or after 10pm.

RIGHT OF GRAHAM TO ACCEPT OR REJECT BOARDERS AND/OR LESSON

STUDENTS Notwithstanding any agreement of any kind in which the Graham Equestrian Center (GEC) is a party, GEC expressly retains and reserves the absolute right and privilege to deny or reject any application or request by any person to board a horse, lease a horse, or take lessons at the facilities for any reason whatsoever, in their sole and absolute discretion. GEC further retains and reserves the absolute right and privilege to deny or reject any person on the premises for violation of any barn rule and regulation.

Park Rules

Graham Equestrian Center (GEC) is part of the Maryland State Park system and is open to the general public. All State Park rules and regulations must be followed at all times, including:

- Pets must be leashed at all times
- Park hours are dawn to dusk. No one is allowed in the greater park area before dawn or after dusk
- Individuals using the State Park who are not GEC boarders/students/employees/contractors/volunteers are not permitted inside the barns, outbuildings or inside fenced fields/areas unless accompanied by a GEC boarder/student/employee/contractor/volunteer
- Unauthorized persons inside of Graham's fenced areas, barns or outbuildings may have trespassing charges brought against them

CONSEQUENCES FOR FAILING TO COMPLY WITH RULES & REGULATIONS

ANY ONE OR ANY COMBINATION OF THE FOLLOWING CONSEQUENCES

- | | |
|----------------------------------------------------|---------------------------------------------------------------|
| <u>1. Verbal Warning</u> | <u>2. Denial of services</u> |
| <u>3. Late fees or other monetary fines</u> | <u>4. Expulsion from property (short or long term)</u> |
| <u>5. Permanent ban from facilities</u> | <u>6. Local law enforcement assistance</u> |

General Rules

- All persons on the premises must sign a "General Waiver of Liability". This agreement must be signed annually
- All persons on the premises must abide by all posted signs/warnings/rules
- Visitors are welcome during barn hours. Please notify management of your arrival so that security can be adequately maintained and visitors have a proper introduction to the facility
- Parents/guardians are responsible for the behavior and safety of their minor children/wards at all times. Uncontrollable behavior, including running and screaming, will not be tolerated and **you will be asked to leave the premises**
- Bicycles/scooters/skateboards are not permitted to be ridden in or around the barn area or riding arenas, unless passing through this includes the parking lot
- Speed limit on the facility's property is 10 MPH. **Speeding will not be tolerated**
- Park only in the designated parking lot within the painted lines, or in the field if the overflow gate is opened. **No stopping or standing in the driveway for drop-off/pick-up**
- Toilet facilities are available on the premises. House facilities are off-limits
- NO SMOKING in or within 20 feet of any building or arena. **\$25.00 fine per offense**
- NO LITTERING! Place litter in trash cans or dumpster

- NO PROFANITY or abusive language or behavior
- NO ALCOHOLIC BEVERAGES are to be consumed on premises, including trails
- NO ILLEGAL DRUGS are allowed on premises
- NO FIREARMS or other dangerous weapons are allowed on premises
- PETS MUST BE LEASHED at all times per State Park rules and regulations. Dogs are not permitted off leash inside the barn and must be under the control of the handler at all times. **\$25.00 fine per offense**
- No one is allowed in or near the perimeters of the barns or lesson areas before dawn or after 10:00 p.m. Exceptions will be made if a horse is ill or injured, or show preparation is taking place. The Barn Manager must be notified ahead of time if you need to be on the property before 7:00am a.m. or after 10:00 p.m
- Graham is not responsible for any lost, stolen or damaged items left at the barn or in personal vehicles

Student Specific Rules:

- Students or guardians of minor/ward students are required to complete the 'Lesson Welcome Packet' and the 'General Waiver of Liability'. The 'General Waiver of Liability' must be renewed annually and/or when minor students turn 18 years of age.
- Students are required to complete an Introductory Lesson
- Students are required to wear helmets when mounted, including lease rides
- Payment for lessons is due prior to the lesson
- Late payments will be assessed a \$3 late fee per day late
- Lesson cancellations must be done at least 24 hours in advance, otherwise the lesson fee is still owed

Boarder Specific Rules:

- Boarders must complete the Boarding Agreement and all associated paperwork, as well as the 'General Waiver of Liability'. The 'General Waiver of Liability' must be renewed annually and/or when minor students turn 18 years of age
- Stall guards are not allowed
- Tack trunks of a reasonable size are permitted in the tack room. Please keep all items inside or on top of the tack trunk. No items are allowed on the floor other than the tack trunk or storage tote
- Tack trunks and other storage must be clearly labeled with the boarder's or horse's name clearly visible
- Horses who are prone to cribbing must wear an effective cribbing strap. **Uncontrolled cribbing is grounds for removal from the facility.**

Student / Boarder / Leaser Rules:

- Boarders and students are responsible for making sure that guests/visitors sign a "General Waiver of Liability"
- Scheduled lessons and GEC activities have priority in the arena(s)
- All riders are encouraged to wear riding helmets regardless of age. GEC will not be held liable for those riders who voluntarily choose not to wear appropriate helmet gear. All students are required to wear riding helmets regardless of age
- Proper footwear is required when riding; boots with a heel. No flip flops or open-toed shoes are allowed in barn areas or in pastures
- Ride only in designated areas. No riding in the barn
- Horses are not to be left unattended or permitted to roam freely on the grounds, except when contained in the fields or paddocks or when placed in crossties or stalls. **\$25.00 fine per offense**
- Hand grazing should be done outside regular pasture turnout areas
- Proper Manure Removal: Manure must be removed from aisle ways, walkways and arena(s) and tossed into the woods, a nearby pasture or in the manure pile. Do not throw manure onto grassy areas.
 - If you know your horse will leave manure multiple times while you are at the barn, start a wheelbarrow or scoop it with a fork and lean it against a stall - manure in the barn should not look as though it isn't going to be attended to
- Farrier trimmings must be disposed of in trash can (if not mixed with manure)
- Borrowing of horses, tack, or other equipment from GEC or other boarders is strictly prohibited, unless prior permission has been obtained by the owner.
- GEC is not responsible for any equipment lost, broken, or missing

- Barn aisles must be kept clear of tack and supplies.
- Blankets and other tack hanging outside the stalls must not be allowed to touch the floor
- Tack rooms are to be kept locked at all times when not in use
- Tack rooms are to be kept free of litter
- Horses are not to be left unattended or permitted to roam freely on the grounds, except when in the fields,
\$25.00 fine per offense
- Hand grazing should be done outside regular pasture turnout areas
- Keep the barn and facilities clean. All messes made in the stall, wash area, aisle ways, arena, and round pen are the responsibility of the handler. See 'Proper Manure Removal' above
- Tacking/grooming is allowed in aisle ways, at cross-ties and in the horse's stall. Use side aisles when available. Sweep up the area after each and every use, including removal of manure - see Proper Manure Removal above
- Daily barn operations such as bringing horses in/out for feeding, stall cleaning, sweeping etc. take precedence in the main barn aisle way over tacking/untacking/grooming, use side aisles when available.
- Dispose of refuse properly. Do not overstuff the garbage bins. Do not leave human food waste or wrappers in barn trash cans due to racoons and other pests.
- Boarders will be charged for additional services requested. For current pricing and fees of available services, please see the "Fee and Policy" schedule. Service fees may be paid separately or included with the next month's board (see below for payment options). Holding fees for the farrier may be paid in cash or electronically to the holder via their preferred method.
- If you are last out, please turn off lights.
- Boarding and lease fees are due on or before *the first of each month*.
- Board, lesson and lease payments may be made by check, credit/debit card or online. Checks must be made out to 'GEC'. Credit/debit/online payments are subject to fees which may vary. PayPal payments must be made using the online forms.
- Late payments are subject to a \$3 late fee per day late
- Checks are to be placed in the drop box located in the main barn, the drop box located outside the office door, or mailed to: Graham Equestrian Center, 10301 Harford Road, Glen Arm, MD 21057