

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: _____