

# LEASE AGREEMENT

STATE OF TEXAS §

§

COUNTY OF DENTON §

**THIS LEASE AGREEMENT** (“Lease”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Tim Morin and Carol Morin located at 725 Estates Drive, Copper Canyon, Texas 75077, and described in this Lease as

“Lessors,” and...

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

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

Home Telephone Number: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

Emergency Telephone Number: \_\_\_\_\_

Name of Horse(s): \_\_\_\_\_

Registration Number: \_\_\_\_\_ Sex: \_\_\_\_ Age: \_\_\_\_\_

Insured With: \_\_\_\_\_

Insurance Co. Telephone Number: \_\_\_\_\_

Per Month: \$ \_\_\_\_\_

Pasture                      Stall

described in this Lease as “Lessee(s).”

1. The term of this Lease shall commence on \_\_\_\_\_, and end on \_\_\_\_\_ unless terminated earlier, as provided in this Lease.
2. The property leased in this Lease Agreement is described as :  
\_\_\_\_ one horse stall per horse  
\_\_\_\_ pasture board  
located at 725 Estates Drive, Copper Canyon, TX. Lessee(s) shall also have reasonable use of certain pasture land surrounding the main pasture areas, as specifically designated by Lessors, for the feeding, grazing and exercising of Lessee’s(s’) individual horse.
3. The leased premises shall be used only for the boarding of one individual horse. Lessee(s) will not make or permit any use of the premises, or do or permit any act, including the keeping of any thing, in or about the premises, which directly or indirectly, will tend to injure the reputation of said residence, disturb any resident of the neighborhood or other Lessee(s); violate any law, ordinance or regulation; or violate the terms of, or cause any increase in the rate under, any insurance policy covering or relating to the leased premises.  
**LESSEE(S) AND THEIR GUEST(S) ACCEPT THE LEASE PREMISES AND ADJOINING ACREAGE IN AN AS IS CONDITION AND FURTHER THE LESSEE(S) AND THEIR GUEST(S) ACCEPT FULL RESPONSIBILITY FOR ANY INJURY. ACCIDENT OR OTHER MISHAP OCCURRING TO LESSEE(S) AND LESSEE(S) GUEST(S). ALL LESSEE(S) AND THEIR GUESTS AGREE TO THE FARM’S RELEASE AND INDEMNITY AGREEMENT.**
4. If Lessors, in their sole discretion, shall deem it necessary to obtain medical attention for Lessee’s(s’) horse(s) in the case of accident, illness, injury, or in the course of normal veterinary or farrier care, or otherwise, LESSORS are hereby authorized a veterinarian or farrier of their choice at the Lessee’s(s’) expense.  
LESSORS will not be responsible for medical care, farrier expenses, or treatment of Lessee’s(s’) horse(s). Lessee(s) is wholly responsible and liable for any medical expense incurred in the care or treatment of his or her horse(s) in the event of accident, illness, emergency, normal and necessary care or otherwise.

5. Lessee(s) will provide to Lessors, upon the execution date of this Lease/Training/Consignment Agreement, complete and current medical records and health papers of his or her horse(s), including proof of Coggins Test; current certificate of VEE, WEE, West Nile and Tetanus vaccination. Lessee(s) will also provide Lessors with a current copy of any insurance policy if in force. LESSORS WILL NOT BE RESPONSIBLE FOR CONTACTING ANY INSURANCE COMPANY UNDER WHICH LESSEE(S) HORSE(S) INSURED WITH IN THE CASE OF ACCIDENT, INJURY OR EMERGENCY AND WILL NOT BE HELD RESPONSIBLE FOR LACK OF COVERAGE OR NON-PAYMENT OF MEDICAL EXPENSES INCURRED BY THE LESSEE(S).
6. Those items listed above, which Lessor deems necessary, and not accompanied by horse(s) upon boarding, may be obtained by a veterinarian chosen by Lessor at the Lessee's(s') expense.
7. Lessor reserves the right to refuse any horse(s).
8. All horse(s) must be halter broken. If horse is unruly, Lessor reserves the right to charge Lessee(s) for any special training required to maintain horse(s) properly and safely and Lessee(s) agrees to pay any and all charges incurred. Lessee(s) agree to maintain their horse(s) in a well-groomed and well-cared for manner. If Lessee(s) horse(s) is noticed to be in an unkempt and unsatisfactory condition as deemed by the Lessor, the Lessee(s) will pay for services rendered by the Lessor to correct said situation as set forth by the fee schedule in paragraph 15 of this agreement.
9. Lessee(s) hereby authorizes Lessor at Lessee(s) expense, to transport horse(s) or consent to such transportation to be affected by any third party selected by Lessor while such horse(s) is under the custody of Lessor.
10. Lessee(s) will notify Lessor at least 40 hours prior to delivering and/or picking up horse(s).
11. IT IS MUTUALLY AGREED UPON THAT LESSOR, Tim Morin and Carol Morin, THEIR STAFF OR ANY PERSONNEL ASSOCIATED WITH THE ABOVE SHALL NOT BE LIABLE FOR ANY SICKNESS DISEASE, THEFT, DEATH, ACCIDENT AND/OR INJURY CAUSED TO THE ABOVE NAMED HORSE(S) DURING THE TIME THE HORSE(S) IS IN THE CUSTODY OF OR IN THE CONTROL OF LESSOR OR FOR ANY CLAIM OR CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH LESSOR CARE, CUSTODY, CONTROL, BREEDING, BOARDING TRAINING OR TRANSPORTING OF THE HORSE(S). THIS INCLUDES BUT IS NOT LIMITED TO ANY PERSONAL INJURY, DISABILITY, COMMERCIAL LOSS OR DAMAGE, OR ANY OTHER EXPENSE OR COST WHICH LESSOR(S) OF SAID HORSE(S) MAY RECEIVE WHILE LESSOR(S) OR HORSE(S) ARE UNDER CONTROL OF LESSOR(S) TIM MORIN , CAROL MORIN, OR ON THE PREMISES OF LESSOR-
12. Lessor will execute judgment in care and supervision of Lessee(s) horse(s). Lessor veterinarian or farrier of choice will administer veterinarian or foot care as he/she deems necessary for the health and safety of the horse at the Lessee's(s') expense. Lessee(s) agree that the staff may give any necessary inoculations or treatments under the general supervision of Lessor's veterinarian and that the staff and veterinarian will not be liable for these treatments.
13. THE LESSEE(S) FULLY UNDERSTANDS THAT LESSOR, TIM MORIN AND CAROL MORIN DOES NOT CARRY ANY OF THE LESSEE(S) HORSE(S) THAT ARE IN THEIR POSSESSION ON ANY FORM OF EQUINE INSURANCE AND WILL NOT BE RESPONSIBLE FOR ANY VIOLATION OF THE TERMS OF A LAPSE OF ANY POLICY CARRIED BY THE LESSEE(S).
14. In the event of breach of this contract or any part thereof, Lessee(s) agrees to pay any and all reasonable fees and necessary attorney fees or other expenses of any kind incurred or which may be incurred by or on behalf of Lessor.

15. Lessee(s) agrees to pay to Lessors as rent for the leased premises the sum of \$\_\_\_\_\_ for Pasture Board or \_\_\_\_\_ for Stall Board per month on or before the \_1st\_ day of each month, commencing on \_\_\_\_\_ and continuing regularly and monthly thereafter on or before the first day of each month, for the term of this Lease as provided herein. Lessee(s) agrees to pay Lessors said rent at 725 Estates Drive, Copper Canyon, Texas 75077. All training, veterinary, medical, farrier, consignment and other related expenses on the Lessee(s) horse(s) will be paid by the Lessee(s) and are payable monthly. As part of the Lease Agreement, the Lessor agrees to furnish the ranch's normal feed and hay for the care of the horse(s). Any additional charges are outlined in the fee schedule below and are payable under the same terms as rent as set forth by this contract.
16. Lessee(s) will be charged a late payment fee of \$5 per day for any payment not paid on or before the \_3\_ day of each month. In addition, a 1.5% monthly service charge (18% annually) will be levied on accounts 30 days past due. All unpaid balances must be paid prior to horse(s) departure from premises of Lessor.
17. Lease/Training/Consignment rates are subject to change only after written notice to Lessee(s). The first month's Lease/Training/Consignment fees on each horse(s) is payable in advance or upon arrival of said horse(s). ALL FEES ARE NON-REFUNDABLE, ANY LESSEE(S) REMOVING THEIR HORSE(S) AT ANY TIME DURING THE MONTH SHALL NOT RECEIVE A PRO-RATED REFUND OF ANY MONIES. Lessee(s) agree to give Lessor one full month's board notice upon intent to terminate this agreement.
18. If Lessee(s) is in default for a period of more than 30 days in the payment of any rent/training/consignment fee payable under this agreement or in the performance of any other provision of this agreement. Lessors may terminate this agreement and regain possession of the leased premises in the manner provided by the State of Texas in effect of at the date of such default.
19. LESSOR HAS A CONTRACTUAL LIEN FOR UNPAID RENT THAT IS DUE AND THE LIEN ATTACHES TO NONEXEMPT PROPERTY AS DEFINED BY SECTION 54.842 OF THE PROPERTY CODE THAT IS IN OR ON THE LEASED PREMISES OR THAT LESSEE(S) HAS STORED IN OR ON THE LEASED PREMISES. This contractual lien is in addition to the statutory landlord's lien provided by Section 54.841 of the Property Code. It is expressly agreed that in the event of default by Lessee(s) under this Lease, Lessors shall have a lien upon all goods, chattels, or personal property of any description not exempt by statute belonging to Lessee(s) which are placed in, on, or become a part of the leased premises, as security for rent or monies due for the remainder of the current lease term Lessee(s) grants to Lessors a security interest in all such nonexempt personal property placed in the leased premises. In the event Lessor exercise the option to terminate the leasehold and to reenter and to relet the premises as provided in this Lease, then Lessors, after giving Lessee(s) reasonable notice of the intent to take possession of all of Lessee's(s') nonexempt property on the premises and sell it at public or private sale after ten (10) days' written notice to Lessee(s), for cash or on credit, for such prices and terms as Lessors deems best, with or without having the property present at sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing, and selling the property, then to the payment of any rent due or to become due under the Lease with the balance, if any, to be paid to Lessee(s).
20. If Lessee(s) remains in possession of the leased premises after the expiration or other termination of the Lease, then, if Lessors shall so elect by notice to Lessee(s) in writing, but not otherwise, Lessee(s) shall be deemed a tenant of the leased premises from month-to-month and subject to all of the terms and provisions of this Lease, except only as to (a) the term of this Lease, and (b) the monthly rental, which, unless Lessors and Lessee(s)

otherwise agree in writing, shall be \$ \_\_350 pasture boarding or \_\_\$500 stall boarding \_\_\_\_\_ per month or the current boarding rate for pasture or stall boarding for said facility whichever is higher, payable on or before the day of each month.

21. Lessors make no warranty or representation of any kind concerning the condition of the leased premises or their fitness for the use intended by Lessee(s), or of their zoning, and hereby disclaim any personal knowledge with respect to these matters, it being expressly understood and stipulated by the parties to this Lease that Lessee(s) has personally inspected the leased premises, knows their condition and that they are in good condition and repair, finds them fit for his/her intended use, accepts them and has ascertained that they can, under existing ordinances, be used for the purposes set forth in, and limited by, this Lease.
22. If Lessors shall deem objectionable or improper any conduct in or about the leased premises on the part of Lessee(s), Lessee's(s') family, agents, employees, visitors, quests, or licensees, Lessors may give Lessee(s) ten (10) days' notice of intention to terminate this lease and tender any rent already paid on account of the then unexpired term, and at the expiration of that ten (10) day period, this Lease shall terminate, and Lessee(s) will then surrender the leased premises to Lessors as provided in this Lease.
23. Lessee(s) expressly stipulate that he or she has read and understands, and agrees to follow the Rules and Safety Guidelines attached hereto and incorporated as if fully set forth herein.
24. Lessee(s) agrees to indemnify and hold Lessors and the property of Lessors, including the leased premises, free and harmless from any and all liability for injury to or death of any person, including Lessee(s), or for damage to Lessee's(s') property, including Lessee's(s') horse, arising from the use and occupancy of the leased premises by Lessee(s), or from the act or omission of any person or persons, including Lessee(s), in or about the leased premises.
25. On the expiration or other termination of the term of this Lease, Lessee(s) shall quit and surrender to Lessors the leased premises in as good, and as clean, order and condition as such were in at the commencement of the term, with the exception of normal wear and tear, and, to the extent required by Lessors, all improvements and alterations made by Lessee(s) shall be removed and the leased premises restored to their condition at the commencement of the term. In the event that, in order to comply with these obligations of Lessee(s), any repairs, restoration, or cleaning shall be required, they shall be paid for by Lessee(s). Lessee's(s') obligation under this paragraph shall survive the expiration or other termination of the term of this Lease.
26. If more than one person executes this Lease as a Lessee(s), their obligations under the Lease are joint and several, and any act or notice of or to, or refund to, the signature of, any one or more of these, in relation to the renewal or termination of this Lease, or under or with respect to any of the terms of this Lease shall be fully binding on all of the persons executing this Lease as Lessee(s).
27. Lessee(s) shall not have the right without the prior written consent of Lessors to assign this Lease, and any interest in it, or to sublet the leased premises, or any part of the premises, or any right or privilege pertinent to the leased premises.

28. A waiver by Lessors of any default or breach of any term, condition, or covenant of this Lease by Lessee(s) shall not be deemed to be a waiver by Lessors of any other breach by Lessee(s) of the same or any other term, condition, or covenant contained in this Lease.

29. This agreement constitutes the only agreement of the parties to this Lease and supersedes any prior understandings or written or oral agreement between the parties respecting this subject matter.

30. Time is of the essence in this agreement.

**WARNING**

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

IN WITNESS OF THIS AGREEMENT, the undersigned Lessors and Lessee(s) execute this agreement as of the day and year first above written.

LESSORS:  
Tim Morin  
725 Estates Drive  
Lewisville, Texas 75077

LESSEE:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Carol Morin  
725 Estates Drive  
Lewisville, Texas 75077

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Horse: \_\_\_\_\_

Registration No.: \_\_\_\_\_

## **RULES AND SAFETY GUIDELINES**

Set forth below is the current rules and safety guidelines as of this \_\_\_\_\_ day of \_\_\_\_\_.

Lessee(s) expressly stipulates, understands and agrees that these rules and guidelines are incorporated as a part of the lease attached hereto. Lessee(s) expressly agrees to follow and abide by such rules and guidelines, and understands that the failure to do so may, in the sole discretion of Lessors, result in the termination of the Lease agreement attached. The rules and guidelines set forth below are not exclusive and may be added to or altered at any time. The current rules and guidelines are as follows:

1. We recommend for your safety to: NEVER RIDE ALONE OR UNACCOMPANIED. Carry your cell phone with you. Wear a ASTM approved safety helmet and riding gloves for your protection.
2. CHECK YOUR EQUIPMENT AND THE CONDITION OF YOUR EQUIPMENT REGULARLY FOR YOUR OWN SAFETY.
3. USE CAUTION WHEN RIDING YOUR HORSE AROUND OTHER PEOPLE, OTHER RIDERS, OTHER HORSES, OR OTHER LIVESTOCK.
4. ALWAYS LET OTHER RIDERS KNOW YOU ARE NEAR OR NEARBY.
5. NEVER LEAVE YOUR BELONGINGS, EQUIPMENT, DEBRIS, TRASH, ETC..AROUND WHICH CAUSES A MESS OR MIGHT RESULT IN A HAZARDOUS CONDITION.
6. NEVER WALK OR STAND BEHIND HORSES.
7. DO NOT KEEP FLAMMABLE MATERIALS IN THE HORSE STALLS.
8. LESSEE(S) MUST CLOSELY AND REGULARLY MONITOR THE HEALTH AND CONDITION OF HIS/HER HORSE. THIS INCLUDES THE ADMINISTRATION OF A MONTHLY WORMING PROGRAM IF HORSE IS NOT ON A DAILY WORMER AND A TWICE YEARLY IVERMECTIN WORMER IF A DAILY WORMER IS BEING USED.
9. NO PETS ALLOWED.
10. NO CHILDREN ARE TO BE LEFT UNATTENDED. CHILDREN ARE NOT ALLOWED TO PLAY IN THE BARN, GROOMING AREA, OR OUTSIDE BARN. CHILDREN MUST BE SUPERVISED AT ALL TIMES.
11. ALL TRASH AND MANURE SHALL BE PICKED UP AND PUT IN A TRASH OR MANURE CONTAINER WHICH IS PROVIDED.
12. DO NOT SMOKE IN THE BARN OR ON THE PREMISES.
13. DO NOT RIDE HORSES IN THE ALLEYWAY OF THE BARN OR ANY CONCRETE OR ASPHALT SURFACES.

14. DO NOT HANDLE OR FEED OTHER HORSES ON THE PREMISES.
15. CLOSE ALL GATES AFTER OPENING
16. TURN OFF WATER FAUCET AFTER USE
17. WATER SHOULD BE USED FOR GROOMING OF HORSES, DRINKING OR TACK GROOMING ONLY.
  
18. USE YOUR OWN GROOMING SUPPLIES.
19. TURN OFF ARENA AND BARN LIGHTS IF YOU ARE THE LAST ONE OUT AT NIGHT.
20. SCHEDULED ARENA USE TAKES FIRST PRECEDENCE. LIMIT OF USEAGE TO 1 HOUR PER HORSE PER DAY PREVAILS IN A CONFLICT BETWEEN BOARDERS. CROSS TIMBERS ARABIANS AND PINTOS HORSES TAKE PRECEDENCE OVER BOARDERS HORSES IN AN UNSCHEDULED CONFLICT.
21. ALL GUESTS OF LESSEES MUST HAVE ON FILE WITH LESSORS A SIGNED DOCUMENT AGREEING TO THE RANCH RULES AS WELL AS BEING A PARTICIPANT IN EQUINE ACTIVITIES AND THAT UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. THIS DOCUMENT(S) MUST BE ON FILE PRIOR TO ENGAGING IN ANY EQUINE ACTIVITY ON THE RANCH.
22. DON'T USE A STALL THAT HAS NOT BEEN DESIGNATED FOR YOUR HORSES BOARDING USE.
23. DO NOT USE RANCH SUPPLIES, SHAVINGS, FEED AND RANCH PROPERTY. ALL FEED AND SHAVINGS ARE TO BE DISPENSED ONLY BY RANCH PERSONELL.
24. EQUINE ACTIVITIES THAT CONSTITUTE A BUSINESS ACTIVITY ARE PROHIBITED ON THE RANCH PROPERTY. THIS INCLUDES BUT IS NOT LIMITED TO: HORSE FOR HIRE; AND TRAINING AND LESSONS OF NONBOARDERS AND/OR NONBOARDING HORSES.