

HORSE LEASE AGREEMENT

This Agreement is entered into on the _____ day of _____, 2017 between Kail Mantle and Renee Daniels-Mantle of Montana Horses, Inc. located at 9700 Clarkston Rd. Three Forks, MT 59752 (LESSOR) and

(PLEASE PRINT NAME) _____ (LESSEE)
of (PRINT FULL ADDRESS) _____

(PHONE) _____ (EMAIL) _____

LESSOR does lease to LESSEE the following described horse(s), which are owned by Lessor or under the control of the Lessor with the express permission from the Owner to lease said horse(s):

LESSOR AGREES TO PROVIDE - NUMBER OF HORSES _____
NUMBER OF SETS OF RIDING EQUIPMENT: _____

HORSE(S): If known, list name, color, sex, brand, approximate age of horse(s):

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Additional Horse(s) or description may attached to this Agreement.

TERM: The term of this lease shall begin the _____ day of _____, _____ and end on the _____ day of _____, _____. Renewals of lease Agreements shall be under separate and new contracts.

LESSEE RESPONSIBILITIES: LESSEE shall provide all feed and care for the above named horse(s). This includes paying for board and providing food, hay, grain, salt, water, and shelter in sufficient amounts to maintain the horse(s) in good and useable condition AND return the animals in the same or better state of health than when LESSEE received them. LESSEE shall provide access to safe pasture with sufficient fencing and space to allow the horse to graze or exercise daily; regular maintenance of hooves, including shoeing or trimming; and ALL nutritional and veterinary needs, including regular deworming. It is understood that LESSOR will not be responsible for any veterinarian costs, veterinarian supplies, extra labor expenses, and income loss due to disabled horses. All expenses are the responsibility of the LESSEE and include losses due to pre-existing conditions.

If the leased Horse(s) should at any time become missing, lost, seriously injured, sick, or dead, the LESSEE shall immediately notify the LESSOR by telephone and subsequently by mail.

This Agreement does not permit these Horse(s) or equipment to be sold and such sale will be treated as a criminal act.

In the event that a horse is permanently injured during the TERM of the Agreement, so as to no longer be usable by the Owner, LESSEE agrees to pay Montana Horses the sum of four thousand five hundred (\$4500) for each injured or missing horse. For horses returned soiled, malnourished, damaged, or mis-trained so as to be temporarily unusable, LESSEE agrees to pay a \$1200 penalty charge per horse. LESSEE understand that abuse, neglect, or mis-treatment of these horses may also result in criminal charges. **LESSEE agrees that a Montana Horses agent will be the sole judge in this matter.**

A security deposit in the amount of four thousand five hundred (\$4500) may be held by LESSOR during the term of the Agreement and be used for any penalty charges or unpaid balances, realized by LESSOR immediately upon infraction. The security deposit is separate from the lease fees and will not be treated as payment normal payment of lease fees.

Upon taking possession of these horses, LESSEE warrants that **he/she is a qualified horseman** with the ability to and the knowledge of how to care for, feed, tack, handle, and ride a horse properly. LESSEE will be his/her own guide and outfitter and assumes full liability and responsibility for the Horse(s) while they are in their possession, and full responsibility for those who encounter the Horse(s) while in his/her possession.

Transportation in a safe manner is the responsibility of the LESSEE, including to and from LESSOR at the beginning and end of Agreement Term. If traveling out of Gallatin County, Montana, original transportation/brand papers will accompany each horse and must be returned to Montana Horses. Loss of brand papers is subject to a \$35 re-inspect charge per head. Montana authorities can hold livestock and fines will be levied against anyone not carrying proper brand papers. If LESSOR transport the Horse for any reason, a transport fee of \$3 per loaded mile will be assessed.

LESSEE is responsible for the safety and supervision of any persons riding or using said horses, acting in the capacity of agent for such persons, during the term of this Lease Agreement. LESSEE fully understands and agrees that LESSOR shall not be held responsible for any claims which may be brought by any person or persons for the use of said horses. LESSEE agrees that LESSOR shall be held blameless for such use, and further agrees to indemnify LESSOR against such if any.

LESSEE understands that there are significant risks inherent in equine activities that could result in injury or death to self or any persons riding or using these horses. LESSEE understands he/she is responsible for own safety and those who use these horses. **LESSOR makes no guarantees about any aspect of said horses' temperament, health, or appropriateness and implies no guarantee as to the safety of the horses or to LESSEE's safe involvement with these horses.**

LESSEE ACKNOWLEDGES AND AGREES to adhere to the provisions of Montana statute 27-1-727.

WARNING

UNDER MONTANA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT ENGAGED IN AN EQUINE ACTIVITY RESULTING FROM THE RISKS INHERENT IN EQUINE ACTIVITIES, PURSUANT TO M.S. 27-1-727

INSURANCE: LESSEE agrees to carry his/her own health or accident insurance to fully cover any injuries incurred due to the use of the Horse(s) or while on the property of LESSOR. If LESSEE is a commercial entity, or an entity receiving compensation for the use of the Horse(s), LESSEE agrees to name LESSOR as additionally insured under Lessee's commercial liability insurance policy, applicable to all horses owned by LESSOR and in Lessee's possession, and provide Lessor with a certificate of such insurance coverage prior to acceptance of the horses and beginning of the Term.

BREACH AND CURE: LESSOR reserves the right to terminate this Agreement immediately if the Horse(s) is not maintained by the LESSEE in accordance to the terms of Agreement or if the LESSEE does not pay in accordance with the Agreement. No refunds will be issued should the Agreement be terminated for breach of contract. Default in payment as shown on this agreement or mistreatment or abandonment of horses will result in immediate repossession of horses by LESSOR or his authorized agent and automatic forfeiture of all lease fees and security deposit. LESSEE may, at the sole discretion of the LESSOR, remedy the breach within two weeks of notice. LESSEE grants LESSOR or an agent of LESSOR the right to go upon the LESSEE's premise to inspect the Horse(S) and determine if the Horse(s) is being properly cared for and in good health.

1.25% service charge per month will be added to past due accounts (annual rate of 15%). If the account is placed with an attorney for collection Lessee agrees to pay all costs and attorney fees whether or not suit is brought.

LESSEE acknowledges that LESSOR's base of operations is in Gallatin County, Montana and agrees to submit to the exclusive jurisdiction of the courts of Gallatin County to enforce or defend any rights under this Lease Agreement or any actions arising from the subject matter of this Lease Agreement. LESSEE shall pay all costs and attorneys' fees from any legal proceedings which might be brought contrary to this Agreement and which is received in favor of LESSOR, its agents, servants or employees.

PAYMENT: Payment shall be made to Montana Horses, Inc. No refund will be issued for any payment for any reason. Unless other arrangements are made, one-third (1/3) of the total lease fee is due upon signing Agreement and the balance and security deposit is due upon receiving Horse(s). Rate sheets can be found at www.MontanaHorses.com.

HORSE LEASE, SHOEING CHARGES, EQUIPMENT RENTAL, AND TRANSPORTATION FEES-

TOTAL AMOUNT DUE: _____

AMOUNT ENCLOSED: _____

UPON RECEIPT: LESSEE warrants that he/she has inspected Horse(s) and agrees to accept Horse(s) in present condition.

_____ (LESSEE signature and date upon acceptance of Horse(s)).

ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the LESSOR and LESSEE. No modification of the Agreement shall be binding unless in writing and executed by the parties hereto.

I HAVE READ THIS LEASE AGREEMENT IN ITS ENTIRETY AND AGREE TO ALL TERMS AND CONDITIONS SET FORTH WITHIN.

Lessee Signature: _____

Street address or box number: _____

City, State, Zip Code: _____

Phone Number (include area code): _____

Cell Phone (if available when traveling with horses): _____

E Mail: _____

Today's Date: _____

Lessor Signature: _____

Today's Date: _____



Montana Horses, Inc. at the Mantle Ranch
Kail Mantle & Renee Daniels-Mantle
9700 Clarkston Rd. | Three Forks, MT 59752
www.montanahorses.com info@montanahorses.com
(406) 285-3541 – ranch | (406) 285-0918 – fax
(406) 581-6501 - Kail truck or (406) 579-4060 -Renee truck

Please feel free to contact us with any questions. We thank you for your business.

PLEASE INDICATE HERE IF ADDITIONAL DOCUMENTS ACCOMPANY THIS AGREEMENT, SUCH AS HORSELISTS, INVOICES, PAYMENT ARRANGEMENTS, ETC. ATTACH THESE DOCUMENTS AND INDICATE APPROPRIATE PAGE NUMBERS THROUGHOUT ENTIRE AGREEMENT. ADDITIONS SHOULD BE INITIALED AND DATED BY BOTH PARTIES.

