

~ STAR RIDGE ~
LEASING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of, _____ 200__ made by and between Star Ridge Stables, LLC, hereinafter referred to as “STABLE”, providing services as an independent contractor, located at Rose Hill Plantation, Bluffton, South Carolina and

(Lessee’s name) _____

residing at (Lessee’s address) _____ ,

hereinafter referred to as “LESSEE”. If LESSEE is under the age of 18 than parent or legal guardian is responsible for the conditions of this AGREEMENT. These parties warrant that they have the right to enter into this AGREEMENT.

In consideration of \$_____ per horse per month paid by LESSEE in advance on the First day of each month, STABLE agrees to **FULL / PARTIAL** (circle type of lease) lease the herein described horse (s) on a month to month basis commencing , _____ 200____. Fractional months leasing shall be paid on a pro-rata basis based on the numbers of days leased in a standard 30-day month. LESSEE shall also pay a deposit of \$_____ equal to half one month’s lease at the time this agreement is signed. This deposit will be held for the length of this lease and applied toward damages, unpaid services or as partial last month lease fee when LESSEE gives STABLE 30 days written notice of intent to leave.

Late Fees: Leasing fees paid between the sixth and tenth day of the current month due will be subject to a late fee of \$35.00. Fees received after the tenth of the current month will be subject to an additional \$25.00 late fee for every additional 5 days the payment is late. The \$25.00 every 5th day late fee will continue to accrue until payment is received. At 30 days delinquent, LESSEE will be asked to leave if alternative arrangements have not been made.

Returned Checks: A \$45.00 fee will be charged on all returned checks.

DESCRIPTION OF LEASED HORSE:

Name: _____

Age: _____

Color: _____

Registration or tattoo number: _____

Sex: _____

Breed: _____

LESSEE hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. LESSEE agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. LESSEE acknowledges the Rules include but are not limited to:

- STABLE Safety Rules;
- STABLE Hours of Operation;
- Signed Required Release and Waiver;
- Statement of Applicable state equine liability laws;
- Required Veterinary and Farrier care;

STABLE may revise these Rules from time to time and LESSEE agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of LESSEE or LESSEE's guests and invitees to abide by STABLE Rules may result in STABLE declaring LESSEE in default hereunder and result in termination of this AGREEMENT.

LESSEE has received a copy of the BARN RULES AND REGULATIONS. LESSEE has read and agrees to abide by all barn rules. _____(Lessee Initials)

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 9 Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place LESSEE in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

This AGREEMENT may not be assigned by LESSEE without the express written consent of STABLE.

LESSEE agrees that thirty (30) days **WRITTEN NOTICE** shall be given to STABLE as to the termination of this AGREEMENT .

LESSEE agrees that thirty (30) days **WRITTEN NOTICE** shall be given to STABLE if LESSEE wishes to change the type of lease he/she is receiving.

WARNING!

Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risk of equine activities, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of South Carolina.

Executed at _____ on the date first set forth above.

By: _____

STABLE

By: _____

(LESSEE'S SIGNATURE, If Owner is under the age of 18, Parent/Guardian must sign)

Responsible Party's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: Day: _____

Evening: _____

Cell: _____

Vet Name and Number: _____

Farrier Name And Number: _____

Other: _____