

FOLLOW YOUR DREAMS FARM LEASE AGREEMENT

This Agreement (hereinafter "Agreement" or "Lease") is made by, and between, _____, (hereafter "Lessee"), and Follow Your Dreams Farm, LLC (hereinafter "Lessor" or "Owner"), on this ____ day of ____ 2018.

Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor, an equine named _____ age _____ breed _____ ("Horse"). THIS IS A HALF LEASE. Ownership of Horse shall remain at all times with Follow Your Dreams Farm, LLC. Furthermore, Owner retains priority and superior authority over all other persons concerning the care and welfare of the Horse. Pursuant to this Agreement, Lessee will have junior, or subordinate, rights to use and possess Horse. Lessor warrants that she is the legal owner of Horse, and agrees to lease Horse to Lessee subject to the following terms and conditions of this Agreement:

I. TERM

Original Term. This Lease shall be a monthly agreement, commencing on the first date of each month and ending on the last day of each month (hereinafter "expiration date"). This Agreement will automatically renew at the expiration date unless either party has notified the other of its termination. Notice of termination must be in writing; an email is sufficient. The parties may decide to enter into a year long lease agreement, which must be signed by both parties. Any and all extensions are subject to the terms of this agreement.

II. PRICE and PAYMENT.

Half Lease. As lease payments hereunder, Lessee agrees to pay Lessor a monthly lease fee of three hundred seventy five dollars and no cents (\$375.00).

Payment. Payment is due on or before the FIRST of the month, payable one month in advance. Should Lessee terminate this agreement prior to expiration date, no refund or proration of refund, will be provided. If this Agreement is terminated by Lessor or if Horse is no longer available/fit, then *in the sole discretion* of Lessor, a prorated refund may be made to Lessee.

Lessor shall pay regular expenses associated with Horse. This includes, but is not limited to: farrier, veterinary and dental services. Any expenses incurred by Lessee for the sole benefit of Lessee (transportation to a show where only Lessee is showing, entry fees, special tack etc) are the full responsibility of Lessee; Lessor is not responsible for these expenses. See also Section IV. Payment for these additional expenses are due immediately (when services are rendered).

III. LESSEE RIGHTS AND OBLIGATIONS.

Lessee warrants that they have inspected the Horse and agrees to accept the Horse in its present condition. Lessee understands that the Horse is boarded at Follow Your Dreams Farm in Derry, New Hampshire (the "Farm"); that Lessor has no ownership or control rights of the Stables. Lessee agrees to abide by their rules at all times. Lessee has the authority, second to Lessor, for use of the Horse.

Lessee agrees she will restock or replace the Horse's supplies or equipment she uses (excepting minimal uses). This may include, but is not limited to: fly spray, blankets, boots, stable supplies, buckets, grooming supplies, etc.

IV. USE OF HORSE.

It is understood and agreed upon by both parties, the Horse will be used in a reasonable and customary manner, including but not limited to: horseback riding lessons, recreation, shows, events, and any other reasonable uses unless specifically prohibited in a writing attached to this document. Horse may not be removed from the Farm without Lessor's consent. In the event the Horse can no longer be used in a reasonable and customary manner, this Lease will be automatically terminated. See Section II and VII.

Lessee shall be liable to Lessor for any injury to the Horse and any rehabilitation required as a result of any injury or illness sustained by the Horse resulting directly or indirectly from Lessee's use of Horse during the lease term or by Lessee's breach of its obligations hereunder. Lessee warrants not to permit anyone else to ride the Horse without the express written authorization of Lessor.

V. LESSOR'S RIGHTS.

The title and ownership of the Horse shall be and remain in the name of Lessor. Lessee shall not sell, mortgage, or encumber the Horse in any manner whatsoever. Lessee shall not assign this lease nor sublease the Horse. Lessee does not have the right to relocate the Horse. Violation of this Section shall automatically terminate this Agreement and is a material breach by Lessee.

VI. RISK OF LOSS AND INSURANCE.

Each party assumes the risk of loss or injury to the Horse while the Horse is in their care, custody or control. Lessor will carry major medical and mortality on the Horse; Lessee is not financially responsible for this cost. However, Lessee is responsible for all damage, injury or accident caused directly or indirectly by the Horse while Horse is in Lessee's use/custody/control. The Lessor shall not be held responsible for any loss, damage, injury, claim, demand, cost and expense (including legal expense) arising out of or in connection with the use, stabling, or actions of the Horse, while under control of Lessee (absent Lessor's gross negligence).

Lessor will not be responsible for any injury or damage or accident occurring to Lessee or any person accompanying Lessee who comes in contact with the Horse while under Lessee's care/custody/control, subject to the limitations provided herein. Lessee shall hold Lessor harmless for any injury to persons or damages to any property caused by the Horse while in Lessee's care/custody/control.

VII. TERMINATION.

Lessor may terminate this Lease at any time and for any reason (with or without cause) upon thirty (30) day written notice to Lessee. Lessor may immediately terminate the Lease, without notice, should Lessor deem it necessary for the wellbeing of the Horse or if Lessee materially breaches the Agreement. Lessor may also suspend the use of the Horse if deemed (in either of their sole discretion) in the best interests of the Horse or any party to this Agreement.

Upon termination of this Agreement, Lessor need only provide a copy of this Agreement to regain possession of the Horse. No other writings or permissions are required. Notice to law enforcement: this document is equivalent to a writ of replevin to return horse to Lessor, Horse's legal owner, immediately upon notice to you. If Lessee terminates this Lease prior to the expiration date, Lessee will be responsible for payment in full for the entire lease period.

VIII. LIABILITY WAIVER AND RELEASE.

Lessee and her parents (who have signed this Agreement) hereby fully and forever release, waive and discharge Follow Your Dreams Farm, LLC, its owners, employees, agents, and representatives, (collectively the "Releasees") from any and all claims, demands, actions, or causes of action of any kind, which Lessee may or might have against Lessor, arising from/or by reason of, any and all known and unknown, foreseen or unforeseen, bodily and personal injuries, damage to property, and any consequences therefrom, which Lessee may sustain due to Lessor's ordinary negligence.

Lessee and her parents further agree that except for Releasees' gross negligence or willful misconduct, Lessee and her parents shall not bring any demand, claim, legal action against and/or sue the Releasees for any economic or non-economic losses due to bodily injury, death, property damage, and/or injury to Horse as a direct or indirect result of this Lease and/or the operation and conduct of Releasees.

Lessee and her parents hereby agree to indemnify and hold harmless Releasees from and against any and all claims, liabilities, loss, damages, demands, actions, causes of action, including attorney's fees, costs and expenses of any kind, which may be made against the Releasees which arise out of the active or passive negligence of the Lessee while Lessee is engaged in equine activities with the Horse or while on the Farm's property (whether engaged equine or non-equine activities).

IX. ASSUMPTION OF RISK FOR EQUINE ACTIVITIES.

Lessee and her parents acknowledges they have read and understand the New Hampshire Equine Liability Statute and understands that all activities she participates in with Horse is considered an equine activity. _____ *Initial here.*

LESSEE and her parents fully realize the risks and dangers of participating in equine related activities and fully assume the inherent risks associated with such participation. "Inherent risks of equine activities" means those dangers and conditions which are an integral part of equine activities, including, but not limited to: (a) the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movements, and things, objects, persons, or other animals; (c) certain hazards such as surface and subsurface conditions (some may not be obvious to the Lessee or reasonably not known by Lessor); (d) collisions with other equines or objects; and (e) the potential of another person to act in a negligent manner that may contribute to injury of the Lessee such as failing to maintain control over the equine or not acting within the person's ability.

Helmets and Proper Attire. Lessee acknowledges that all horse handlers and riders should wear protective headgear which meets or exceeds the quality standards of the SIE certified ASTM standards while riding and being near horses and understands that the wearing of such helmet may reduce the severity of any injury incurred. Lessor requires Lessee to wear the proper attire and helmet at all times when mounted on the Horse, should Lessee choose not to wear such helmet and/or proper riding apparel, Lessee assumes all such risk of injury resulting therefrom.

MINORS ARE REQUIRED TO WEAR HELMETS AND APPROPRIATE ATTIRE AT ALL TIMES AND EXECUTE A MINOR LIABILITY WAIVER, INCORPORATED HEREIN BY REFERENCE.

X. MISCELLANEOUS.

Modification: No modification of this Lease shall be binding unless in writing and executed by the parties hereto.

No Waiver. Any delay or failure by Lessor to exercise any right or remedy under this Agreement shall not be deemed a waiver of that right.

Entire Agreement; Construction; Attorney's Fees. This contract contains the entire understanding of the parties concerning the Lease, and may be modified only in writing. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder of the provisions contained herein. This Lease shall be interpreted and construed by the laws of the State of New Hampshire. Both parties agree to submit any and all claims they may have that arise directly or indirectly from this Agreement to binding arbitration. However the prevailing party shall be entitled to collect reasonable attorneys' fees, arbitration and court costs from the other party.

The undersigned Lessor and Lessee accept the terms and conditions of this Lease and acknowledge a copy thereof.

Follow Your Dreams Farm, LLC

Date

Lessee's Printed Name

Lessee's Signature

Parent/Guardian's Printed Name

Signature

Parent/Guardian's Printed Name

Signature