

# Lease Agreement

**THIS AGREEMENT** is made between \_\_\_\_\_ herein after referred to as "LESSEE", and Jessica Bein residing at, 28150 N Alma School Pkwy #103-428, Scottsdale, AZ 85262, hereinafter referred to as the agent acting as "LESSOR";

This agreement is entered into between LESSEE and LESSOR for the LIMITED USE of the horse described below on the following terms and condition of this lease:

Name \_\_\_\_\_  
DOB \_\_\_\_\_  
Color Sorrel  
Breed AQHA  
Sex Mare

Lessee agrees that it will treat said horse in a reasonable and respectful manner at all times and agrees not to abuse, mistreat, injure, mishandle or otherwise act in an unreasonable manner towards the above described horse.

## **A. CONSIDERATION**

In consideration, Lessee agrees to accept full responsibility for the payment of the following expenses and agrees to pay for all such expenses in a timely manner at the time said services are rendered:

- Insurance on said horse which shall be current at all times during said lease;
- Boarding;
- Shoeing; and
- Basic veterinary expenses.

## **B. SECURITY INTEREST FOR ANY BREACH OF AGREEMENT**

Should LESSEE breach any terms of this Agreement, including, but not limited to (1) failing to make any required payment(s) within 7 days of the services provided or (2) treating and handling the horse in an unreasonable manner, LESSOR shall have a security interest in and may foreclose upon and/or retain and/or sell any property of lessee's on the premises as provided by law. In the event of any such breach of agreement, Lessor will provide written notice of said breach and shall have the right to terminate this lease agreement in the event any breach is not cured within ten days.

## **C. RISK OF LOSS/INSURANCE**

LESSEE agrees to pay for said horse's insurance for the entire duration of this lease.

Agreed value of horse: \_\_\_\_\_

Total cost of insurance: \_\_\_\_\_  
\_\_\_\_\_

***D. DURATION OF LEASE***

Lease shall start: \_\_\_\_\_  
Lease shall end: \_\_\_\_\_

***E. HOLD HARMLESS/RELEASE OF LIABILITY***

LESSEE agrees to hold LESSOR harmless and releases LESSOR of any and all liability, actions or claims resulting in bodily injury or damage inflicted by the above described horse to any person, property or other animal.

***F. MISCELLANEOUS.***

Legal Authority. Each party represents and agrees that they have the lawful authority to enter into this agreement and sign below.

Legal Fees. In the event of an action by either party against the other party by reason of any breach of any of the terms of this Agreement, the substantially prevailing party shall be entitled to recover from the other party all costs and expenses, including their attorney's fees incurred, provided only that they are not unreasonable. The party objecting to any attorney's fees shall be required to demonstrate that the attorney's fees incurred are unreasonable.

Survival. All of the representations, indemnities, warranties and covenants set forth in this Agreement shall survive the execution of this agreement.

Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors and assigns. However no assignment by Lessee shall be valid without the written consent of Lessor which Lessor may withhold in her sole and absolute discretion.

Entire Agreement. This agreement contains the entire agreement between the parties and no addition or modification of any term or provisions shall be effective unless set forth in writing and signed by both Buyer and Seller.

Time of Essence. Time is of the essence of each and every provision of this agreement. However, in the event the provisions of this agreement require any act to be done or action to be taken hereunder on a date which is a Saturday, Sunday or legal holiday, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday or legal holiday.

Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Arizona. Venue for any action shall be in Phoenix, Arizona, County of Maricopa.

Counterparts. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Severability. In the event any portion of this agreement is found by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this agreement.

Headings. Headings at the beginning of each paragraph are solely for the convenience of the parties and are not a part of this agreement.

Construction. Whenever the context of this agreement requires, the singular shall include the plural and the masculine shall include the feminine. The parties agree that this agreement shall not be strictly construed for or against either of the parties as both parties participated in the preparation of this agreement.

Exhibits/Documents. All exhibits to this agreement are fully incorporated herein as though set forth at length. Each party agrees to execute such further and additional documents as may be necessary or convenient for the purpose of fully effectuating the terms and provisions of this agreement. All such documents shall be in a form reasonably agreeable to all parties and not inconsistent with any provision of this agreement, except as to those documents whose form has been provided with this agreement or which has otherwise already been agreed upon by the parties.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

LESSOR

LESSEE

\_\_\_\_\_  
Jessica Bein  
28150 N Alma School Pky #103-428  
Scottsdale, AZ 85262

\_\_\_\_\_