

## BEGINNER LEASE-CHULA

This is a lease agreement between Jessica Hungerford and \_\_\_\_\_ regarding the palomino mare named Chula for the fee of one hundred and fifty dollars a month. Either party can renegotiate this contract on a monthly basis. If either party in good standing wants to terminate this contract they must give the other party a thirty-day notice.

I, \_\_\_\_\_ understand that horses can be dangerous and agree to always wear a helmet while riding Chula, and I release the entire Hungerford family from any liability regarding the horses.

I, \_\_\_\_\_ also release the Hungerford's of any responsibility or any liability concerning the other animals on the Hungerford's property, and I also release the Hungerford family of any liability concerning any possible dangers to being on the Hungerford's property (falling in a hole, damage to vehicle, lost or stolen property, etc.)

I also agree to the following rules:

- The horse may not be ridden before 9 a.m. and I will be off the property by 9 p.m. unless given permission otherwise.
- Only the riders on this contract may ride Chula, special permission must be obtained for any additional riders.
- A helmet must be worn at all times while riding.
- While on the Hungerford property, an adult must accompany any children under the age of 13 at all times.
- Everyone on the property realizes they are guests and will clean up any messes made while they are on the property.
- If you break or damage any of the Hungerford's property, you will replace or fix it, to the Hungerford's satisfaction.
- You are responsible for receiving permission if you want to bring a guest, and by bringing a guest you assume responsibility for all liability or damages to your guest.
- Chula gets one day off (Tuesday) a week for rest. Jessica can lease Chula to no more than two riders at a time. If this becomes a problem due to Chula getting too tired, or any other reason Jessica may deem, than the last person added unto the lease will be given a thirty day notice that their lease is soon to be terminated.
- A workday will be set once a month. It is recommended that all leasers attend so that they fully understand the responsibility of owning a horse, but it is not mandatory.
- If lesson is cancelled without twenty-four hour notice, the lesson cannot be re-scheduled.
- Lease payment is due on the first of each month

- If lease payment is more than seven days late, a thirty-five dollar fine will be applied.
- Horse may not be removed from Blue Vista grounds without authorization

If either party breeches any of these rules this contract will be instantly terminated, no matter what part of the month or when money was last paid.

In the case that Chula is injured during the lease, and needs time off, the money for that current month will not be refunded. If possible, lease time may be made up on another horse. If the horse is still injured by the time the next payment is due, I may skip that next month's payment without fear of losing the lease when the horse is healthy. If the horse is healthy and a lease payment is missed I understand that the lease will be given to someone else.

Jessica will not hold me responsible for any injury incurred to Chula, unless it is due to negligence (beating the animal, not cooling him out, etc.) Jessica will also not hold me responsible for any damage to the tack unless it also is due to negligence (leaving it out, throwing it around, tying with reins, letting reins touch ground while bridle is on horse, etc.)

I have read and understand the terms of leasing Chula and I agree to these terms, I also understand that I cannot hold any one in the Hungerford family (Claude, Elaine, Jessica, and Jennifer) responsible for injury, death, loss of possession, damage to property, or anything else that may arise.

### ***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.**

Added by Acts 1995, 74<sup>th</sup> Leg., Ch. 549, S 1, eff. Sept.1, 1995.

Date

Signed

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Blue Vista Equestrian may take photographs of my child/ren or me while I am participating in events that Blue Vista Equestrian Center may partake in.

I will            I will not            allow Blue Vista to use any photos of my child/ren or I for promotional purposes such as flyers, web pages, pamphlets, etc.

Signed \_\_\_\_\_