



# GHOST ROCK RANCH EQUESTRIAN CENTER

PO Box 125 | La Pine, OR 97739-0125 | 541-536-5593

[www.ghostrockranch.com](http://www.ghostrockranch.com)

## **PARTIAL EQUINE LEASE AGREEMENT**

### **Lessee:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #'s: Home \_\_\_\_\_ Cell \_\_\_\_\_

This agreement is entered into by \_\_\_\_\_ (Lessee) and Ghost Rock Ranch LLC (Ghost Rock Ranch). Ghost Rock Ranch warrants that it is the owner of the horse, \_\_\_\_\_ and agrees to Lease said horse to (Lessee) subject to the following terms; and Whereas, Lessee Warrants that she/he agrees to lease said horse subject to the following terms and conditions;

The Parties agree as follows:

### **1. Term**

The term of this lease shall commence on \_\_\_\_\_, 20\_\_, and terminate on \_\_\_\_\_, 20\_\_, unless the parties agree in writing to continue the terms of this lease in which case the new term shall be set forth in an amendment and attached hereto, signed and dated by both parties, and these same terms and conditions shall apply thereto.

### **2. Description**

The lease covers the horse described below:

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_

Color: \_\_\_\_\_ Markings: \_\_\_\_\_

Breed: \_\_\_\_\_ Reg #: \_\_\_\_\_

Brands: \_\_\_\_\_

Locations: \_\_\_\_\_

**3. Lease Payment Fee**

Lessee shall pay to Ghost Rock Ranch a monthly lease fee in the amount of \$150.00 (one hundred fifty dollars and no cents). Lease fee is due on the first of each month with a 5-day grace period. Payments greater than 7 days past due will be charged a late fee of \$5.00 per day. Monthly fee will be prorated when agreement signed after the first of the month. Lease payments 15 days past due will terminate lease agreement immediately.

**4. Limitations and Use of Horse**

- Lessee covenants, warrants, and agrees **NOT** to use the horse for any purpose other than those set forth below: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Ghost Rock Ranch promises and warrants that said horse is fit for said purpose(s).
- Lessee agrees to bar any other riders except Lessee’s Trainer, instructor or other professional where appropriate.
- Lessee shall not have the right to relocate the horse without Ghost Rock Ranch’s express written permission (which shall be attached here and signed and dated by the parties) except as may be usual and customary for competition purposes.

**5. Special Rights of Lessee (if any).**

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**6. Ownership Registration**

Ghost Rock Ranch warrants that said horse is free from any liens or encumbrances. The animal included in this lease shall remain the sole property of Ghost Rock Ranch, and the Lessee shall have no right, title, or loan to any other party of said animal except as stated herein. Lessee shall not loan, lease, or otherwise transfer the horse, or any right in the horse, to any third party without the prior written consent of Ghost Rock Ranch, which consent may be withheld in Ghost Rock Ranch’s sole discretion.

## **7. Covenants Not to Encumber**

Lessee agrees not to encumber said horse with any lien, charge, or related claim and to indemnify defend and hold Ghost Rock Ranch harmless therefrom.

## **8. Risk of Loss and Insurance**

Lessee assumes risk of loss or injury to said horse, except to the extent caused by an act of Ghost Rock Ranch's agents, contractors, or employees. Ghost Rock Ranch shall not be held responsible for loss, damage, injury, claim, demand, cost and expenses (including legal expense) arising out of or connected with the use of the horse, whether by Lessee or any other person. Ghost Rock Ranch will not be responsible for any accident or injury to any person or animal that comes in contact with the above named animal, during the term of this lease.

## **9. Options**

**A.** Lessee may have the option to renew this Lease if request is made in writing 30 days prior to the expiration of the term of this Lease, provided, however, the horse is available for Lease.

**B.** Any such exercise of option, if any, shall be confirmed in writing by the parties hereto, and attached hereto as an amendment. Any option period term shall have the terms and conditions and agreements herein are hereby included by reference as part of said option set forth therein in attachment.

During said\_\_\_\_\_month period Lessee shall be fully bound by all terms and conditions of this Lease.

## **10. Default**

Upon material breach of this agreement by one party, the other party may terminate same: Provided however, notice of said material breach is sent certified mail to the party in breach setting forth said breach.

## **11. Assignment or Transfer**

This Agreement shall not be assigned or transferred by either party hereto without the prior written consent of the other party. Any such assignment or transfer shall be set forth in writing, dated, and signed by the parties hereto and attached hereto.

## **12. Captions and Headings**

Any captions or headings used in this Agreement are for reference purposes only and shall not modify or supplement the terms of this Agreement.

**13. Agreement**

This Agreement constitutes the entire Agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of this agreement unless reduced to writing and signed by all parties.

**14. Law**

This Agreement is governed by the laws of the State of Oregon. Any dispute or claim that arises out of, or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then-current rules of the Arbitration Service of Portland, Inc. Said arbitration shall take place in Bend, Oregon, and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Lessee: \_\_\_\_\_

Ghost Rock Ranch LLC: \_\_\_\_\_