

Leasing Agreement

This agreement is made and entered into between:

_____ and _____
(Name) (Names of Parents/Guardians if under 18)

Hereinafter known as the “Leaser”

Billing Address: _____

Email Address: _____

Telephone(s): _____ IHC (PSO) #: _____

and

Rassicot Farm Hereinafter known as the “Farm”,

Farm Address: 1260 Church Road, Wheatley River, PEI www.rassicot.farm

Mailing Address: 1063 Church Road, Wheatley River, PEI C0A 1N0 Canada

Email: stephanie@rassicot.farm Phone: 902-628-7898

for the part-lease of

_____ Hereinafter referred to as the “horse”
(Name & Description of the horse being part-leased)

and dated this _____ day of _____, 2020.

Terms & Conditions

1. Lease Fee & Payment

In consideration of \$ _____ plus HST per month (the “Lease Fee”) the Farm agrees to lease the horse to the Leaser.

The Lease Fee is due on or before the first day of each month and payable to **Stephanie Gallant** by cash, e-transfer, cheque, Paypal or certain credit cards (additional 3% fee).

2. Deposit

Upon signing of this Agreement, the Leaser shall provide a **50% Deposit** of the first month’s Lease Fee to book the lease on the horse for the Lease Term (Section 3).

3. Lease Term, Extensions & Renewal

The lease shall start on May 1st, 2020 and end on October 31st, 2020 (the “Lease Term”).

The Lease Term may be extended on a month-to-month basis beginning November 1st and ending at

the end of any month thereafter with twenty-four (24) hours' notice, or on April 30th, 2021.

The Leaser, should they continue leasing, shall be given the first right of refusal to renew their lease if the horse is re-offered for May to October 2021.

4. Late Payments & Penalty

Late payments shall incur a penalty of 3% monthly compounding interest, on the full Lease Fee until paid in full.

In cases of late payment, the Farm reserves the right to terminate the lease agreement without notice if the Leaser:

- in a first instance, fails to pay the Lease Fee in full on or before the 7th day of the month; or
- in any subsequent instance(s) of late payments, fails to pay the Lease Fee on or before the 3rd day of the month.

Unless the Leaser has terminated the lease agreement in accordance with the terms provided in Section 4, when the Farm terminates the agreement in accordance with the terms outlined in Section 1, the final month's Lease Fee is due in full.

5. Equipment & Services

The equipment and services that are included in the Lease Fee are:

- One (1) saddle and one (1) bridle properly fitted for the horse*
- Shared-Use of the 100x200 Outdoor Ring, available accessories, parking and barn facilities
- _____ regularly scheduled riding lesson(s) each week (_____ per month)
- _____ regularly scheduled lease ride(s) each week

If the saddle or bridle supplied by the Farm is not suitable for the Leaser (or if the Leaser would prefer), the Leaser may use their own tack/equipment subject to consultation and approval by the Farm.

6. Scheduling & Events

Lessons and lease rides are scheduled by the Farm according to the instructor/coach availability, taking into consideration all riders/leasers availability/preferences, and the need to ensure a balanced schedule for the horses.

Leasers should indicate their availability and requests/preferences for lessons on the *Summer 2020 Lessons & Lease Rides* form (attached).

Leasers are welcomed and encouraged to visit the farm more frequently if they wish to participate in day-to-day barn chores, farm work, special activities, observe or assist with lease rides/lessons or farrier/veterinary appointments, groom/bath or hand graze the horse, etc.

The Farm will make an effort to reschedule lessons/lease rides that are canceled due to unforeseen circumstances (such as extreme weather conditions) or upon reasonable request from the Leaser with at least twenty-four (24) hours' notice of the cancellation.

From time to time, the Farm may host and/or rent part or all of the property or facilities for events which may temporarily inconvenience the Leaser. Notices of events will be posted on the Farm web

pages/social media or they may be sent directly to the Leaser. The Leaser shall not be entitled to any discounts or refunds of the Lease Fee as a result of events/rentals. The Farm will endeavour to make specific time available for the Leaser during these events or on an alternative date/time.

At the time of signing of this agreement, it is known that the Farm will be hosting events on the following dates that will inconvenience our normal operations (ie: access for Boarders, Lessons, and Lease Rides): Sunday **July 5th**, Sunday **Aug. 9th**, Sunday **Sept. 20th**, and Sunday **Oct. 18th**

7. Termination

Either party may terminate this agreement, for any reason or for no reason, with 30 days written notice or equivalent pay-in-lieu of notice by the Leaser to the Farm.

The Farm may terminate the lease agreement with a pro-rated refund if they deem the horse to be unsound or unfit for duty for two (2) weeks or more and a suitable replacement horse (according to the Farm) cannot be offered to the Leaser. No refund shall be offered if the Farm is able to offer the Leaser a replacement horse.

The Leaser may terminate the lease agreement with twenty-four (24) hours' notice at the end of a month, if the Farm has deemed the horse to be unsound or unfit for duty and (according to the Leaser) the replacement horse offered by the Farm is not suitable/desirable for the Leaser's purposes.

The Farm may terminate the lease agreement without notice or refund if the Leaser:

- is suspected or accused of abuse, neglect, or the mistreatment of any animal; and/or
- is suspected or accused of theft, or a serious breach of the Farm Rules or Terms of this agreement, including but not limited to issues that jeopardize any animal's or person's health or safety, the Farm or the Farm's Owners, Staff, Volunteers, and Clients' personal and business activities or reputations, or otherwise expose the Farm to personal or business liability deemed unreasonable by the Farm or its' Owners.

8. Farm Rules, Safety & Emergency Contacts

The Leaser agrees to abide by the Farm Rules and to conduct themselves in a safe and reasonable manner on the premises, including in and around the barn, paddocks, riding ring, and fields.

The Leaser is responsible for providing and updating emergency contact information and notifying the Farm each time the Leaser will be at the Farm. Farm Rules and regulations will be available on the Farm website at www.rassicot.farm and printed by request. Farm Rules are subject to change at the Farm's discretion.

9. Documentation

The Leaser is to provide a current personal insurance certificate or membership number or insurance information for third party liability. (ie: Island Horse Council membership)

The Owner shall sign a liability waiver upon arrival at the Farm. The Owner shall notify the Farm Owner in advance and ensure all visitors provide a signed copy of the liability waiver prior to or upon arrival at the Farm.

10. Risk of Loss

The Farm shall not be liable for any sickness, disease, theft, death or injury suffered by the Leaser or their guest/visitors(s) or any other cause of action arising from or connecting to the leasing of the horse.

The Leaser assumes all risks associated with visiting the farm property, interacting with, handling, and riding horses. All costs, no matter how catastrophic, connected with leasing the horse are borne by the Leaser.

Any personal property of the Leaser brought to and/or stored on the Farm premises shall be at the sole risk of the Leaser, who assumes all responsibility for the insuring of the personal property owned by them, while on the Farm premises.

11. Visitors to the Farm

The Leaser acknowledges that it is their responsibility to notify the Farm Owner and ensure that all Visitors (family, friends, guests, spectators or others) sign a waiver, and obtain permission from the Farm Owner prior to visiting the Farm.

The Leaser accepts full responsibility for supervising their Visitors at all times and for ensuring the safety of the Visitors that they invite/bring onto the Farm property.

No Visitor shall be allowed to handle or ride the horse, or enter any paddock, without the express permission of the Farm Owner.

The Leaser acknowledges and accepts responsibility for all consequences, no matter how catastrophic, resulting from the actions/behaviours of their Visitors – as though they themselves were the actor in the incident.

By signing below, I acknowledge that I have read, understood and agreed to the terms & conditions of the lease agreement and referenced documents. I also understand that the terms of this agreement and referenced documents restrict and/or waive certain legal rights that I (or my legal representative) might otherwise have against the Farm.

Signed this ____ day of _____ 2020 in _____ in the province of PEI.

Leaser: _____

By signing below, the Farm accepts and agrees to the terms & conditions of the lease agreement and referenced documents.

Signed this ____ day of _____ 2020 in _____ in the province of PEI.

Rassicot Farm: _____

Summer 2020 Lessons & Lease Rides

Lessons							
Please fill in the bubble for each of the Days/Times that you are available for lessons:							
	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun.*
6am – 9am	O	O	O	O	O	O	
9am – 12pm	O	O	O	O	O	O	
12pm-3pm	O	O	O	O	O	O	O
3pm – 6pm	O	O	O	O	O		O
6pm – 9pm	O	O	O	O	O		
Notes/Other							

It is somewhat unlikely that Rassicot Farm will offer group lessons Monday-Friday between 9am-3pm.

*Anna is not available for any riding lessons on Sundays. Stephanie may offer lessons on Sunday afternoons.

Lease Rides							
Would you prefer to be have a set day or arrange lease rides week-to-week?			<input type="checkbox"/> Set Day <input type="checkbox"/> Week-to-Week			<input type="checkbox"/> Either is fine	
During your lease rides, would you like to focus on schooling in the arena or do you prefer to hack out?			<input type="checkbox"/> Arena <input type="checkbox"/> Hacking Out			<input type="checkbox"/> A bit of both	
Preferences for Day / Time of Lease Rides							
	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun.
Morning	O	O	O	O	O	O	O
Afternoon	O	O	O	O	O	O	O
Evening	O	O	O	O	O	O	O

Lessons are most likely to be scheduled in the evenings on week days and Saturday mornings.

Special Requests	
(please provide additional information in the space provided below)	