

WARNING:

Under Florida law, an equine activity sponsor or 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. Fla. Stat. § 773.04 (2019).

RAZORBACK EQUESTRIAN CENTER, LLC
HORSE STALL RENTAL AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 202__, between **Razorback Equestrian Center, LLC**, (“Stable”), located at **19920 Bowman Road, Spring Hill, Florida 34610**, (the “Premises”) and “Lessee” as detailed below:

Lessee Name: _____

Address: _____ Phone: _____

City/State/Zip: _____ Email: _____

1. **Stall Rental.** Stable hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Stable, stall number _____, located at the Stable’s Premises.
2. **Initial Term.** Stable agrees to lease to Lessee, and Lessee agrees to lease from Stable, the stall stated above for a year period of **twelve (12)** months, beginning on the _____ day of _____, 20____, and concluding on the last day of the month for __, 20____ (the “Initial Term”).
3. **Renewal.** Unless either party delivered written notice to the other not less than thirty (30) days prior to the Initial Term’s expiration expressing their desire not to renew this Agreement, this Agreement shall renew on a month-to-month basis, during which time Stable may increase the rental rate below upon thirty (30) days’ notice.
4. **Rental Rate.** Lessee agrees to pay Stable at the Premises, or at such other place or to such other person or agent as Stable may designate in writing, in advance and without demand, beginning the _____ day of _____ 20__ and continuing on the first day of each month thereafter during the rental Term, the sub of _____ dollars (\$____) per month. Payment shall be made by personal check, cashier’s check, money order, wire transfer, or cash. Time is of the essence. Payment after the 5th day of the month shall include a late charge of \$50.00 on the 6th and an additional \$5.00 for each day thereafter until rent is paid in full, all as additional rent. If your check is dishonored by your bank, you must pay Stable a service charge of \$50.00 plus any charges incurred by Stable as a result of the dishonored check, together with any applicable late charge(s) accrued.
5. **Description of Horse.** Stable and Lessee agree the stalls shall be occupied by the following Horse:
 - a. Name: _____
 - b. Age: _____
 - c. Color: _____

d. Registration/Tattoo: _____

e. Sex: _____

f. Breed: _____

g. Number (if applicable): _____

h. Known illnesses, diseases and/or maladies:

i. Insurance Carrier, Policy and phone number:

6. **Ownership and Coggins Test.** Lessee warrants that he/she owns the Horse or is legally leasing the Horse, and will provide, prior to the time of deliver, proof of negative Coggins Test in the form of the original or notarized copy for the Stable to hold on file.

7. **Turn-out.** Lessee agrees the Horse will be turned out at the Stable's sole discretion. Special or private turn out may be arranged with Stable Management.

8. **Grooming, and Exercise.** Lessee shall be solely responsible for grooming and exercising the Horse. Unless otherwise agreed to in writing, Lessee must groom and exercise the Horse no less than two (2) times per week. If Lessee does not comply meet this exercise and grooming requirement, Stable shall groom and exercise the Horse to meet this requirement and bill Lessee for services rendered. Lessee agrees to pay Stable those services in addition to the rental payment listed above.

9. **Standard of Care.** Stable agrees to provide normal and reasonable care to maintain the health and well-being of the Horse. Optional instructions above and beyond reasonable service for full board, as deemed by Stable, will have an additional charge.

Optional Special Instructions applicable to the Horse include (all must be initial by Lessee and Stable):

#1: _____

#2: _____

#3: _____

Please list any allergies the Horse may have:

10. **Shoeing and Veterinarian Care.** Lessee shall be solely responsible for all fees incurred for shoeing and veterinarian (worming and vaccinations) program required under applicable law and consistent with recognized standards. Trainers will be responsible for, in consultation with Lessee, arranging appointments, handling the Horse for the veterinarian or farrier, and paying the appropriate fees directly to that professional. All horses boarded at the Stable must be on the required vaccination and worming program. Reimbursement for care provided is expected within 5 days of receipt of bill and be subject to late charges as described above (see #4). Vaccinations to include tetanus, eastern-western encephalitis, influenza, rhino pneumonitis, strangles, and rabies. Proof of vaccination and worming program must be delivered to Stable.

11. **Emergency Care.** Stable and Lessee expressly agree that Stable is under no obligation to provide, contact, or arrange emergency services, whether it be medical, shoeing, or any other service, for the Horse. Lessee shall be the party solely responsible for the Horse's medical, health, and emergency services. Notwithstanding the foregoing, Stable may, at its sole discretion and without acceptance of any liability, attempt to contact Lessee regarding the need for emergency services and, if Lessee cannot be reached, Stable may attempt to contact emergency veterinary and/or blacksmith care. Lessee shall be responsible to pay all costs relating to this care.

12. **Personal Property, Equipment, and Left or Abandoned Articles.** Stable is not required to store any excessive equipment belonging to Lessee. Lessee shall be allotted a reasonable and similar area for storage of equipment. Lessee agrees to pay fees, if deemed necessary by Stable, to store excessive equipment (i.e. horse trailers, etc.) on the property belonging to Stable. Any article remaining on the leased premises left, lost or checked in the building by persons attending any performance, exhibition or entertainment shall be collectible solely by Lessee.

13. **Indemnification.** Lessee agrees that it will indemnify, hold and save Stable, its officers, agents, contractors and employees whole and harmless and at Stable's option defend same, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments of any nature recovered from or asserted against Stable on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Lessee or any of its agents, servants, employees, contractors, patrons, guests, Lessees or invitee or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Lessee, or when any such injury or damage is the result, proximate or remote, of the violation by Lessee or any of its agents, servants, employees, contractors, patrons, guests, Lessees or invitee of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Lessee, its agents, servants, employees, contractors, patrons, guests, Lessees or invitee of the Premises leased hereunder. Lessee covenants and agrees that in case Stable shall be made parties to any litigation against

Lessee or in any litigation commenced by any party other than Lessee relating to this Lease or to the Premises leased hereunder, then Lessee shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Stable by virtue of any such litigation. These terms of indemnification shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Stable.

14. **Risk of Loss**. While the Horse is boarded at Stable, Stable shall not be liable for any sickness, disease, theft, death, or injury suffered by the Horse or any other cause of action arising from or connecting to the boarding of the Horse. All risks are assumed by Lessee. Lessee agrees to hold the Stable harmless from any loss or injury to the Horse. All costs, no matter how catastrophic, connected with boarding are borne by Lessee.
15. **Ordinances, Rules, Regulations**. Lessee agrees to comply with all applicable laws, statutes, ordinances, and rules and regulations enacted by state, federal, and local government, as well as Stable's rules and regulations.
16. **Emergency Powers to Vacate**. Stable expressly reserves the right to terminate service of any utilities at the Premises, order evacuation of all or any portion of the Premises, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items if, in its judgment, circumstances of a dangerous or unusual nature have occurred, or it reasonably believes are about to occur, and such action is necessary to secure the safety and welfare of persons and/or property, and Lessee waives any right and/or claim for damages against Stable, its agents or servants, in such eventuality.
17. **Termination**. Either party may terminate this agreement after giving thirty (30) days' written notice of the intent to terminate the agreement delivered to the address(es) listed above.
18. **Right of Lien**. Stable has the right of lien as set forth in the law of the State of Florida for the amount due for board and additional agreed upon services and shall have the right, without process of the law, to retain said horse(s) until the indebtedness is satisfactorily paid in full.
19. **Entire Agreement**. Stable and Lessee agree this Agreement reflects the entire agreement entered by the parties concerning the lease of the Premises. All covenants obligations, and representations herein shall be binding. The Agreement may not be changed, altered, or modified orally or in any other manner other than by a written agreement signed by all parties. If any provision of this Agreement is determined to be invalid by any court of competent jurisdiction, the remaining portions shall remain in full force and effect.
20. **Choice of Law**. This Agreement shall be governed, construed, and interpreted by, through, and under the laws of the State of Florida. Any action to enforce or interpret any provision of this Agreement shall be filed in the Court of Competent Jurisdiction in Hillsborough County, Florida.
21. **Attorneys' Fees**. In the event of, the prevailing party shall be entitled to recover attorneys'

fees and court costs incurred in enforcing the terms and conditions of this Agreement.
The Parties have executed this Agreement this ____ day of _____, 20__.

LESSEE:

[INSERT NAME HERE]

By: _____

STABLE:

RAZORBACK EQUESTRIAN
CENTER, LLC

By: _____
