

## Big Sky Horse Leasing Agreement - Page 1

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, and by and between Big Sky Horse Leasing, LLC herein after called "Lessor" and \_\_\_\_\_, hereafter called "Lessee", Witnesseth: Whereas, Lessor is the owner and possessor of certain riding and /or packhorses and equipment, IT IS THEREFORE mutually agreed by and between the parties as follows:

1. Lessor will provide horses and tack, specified in this agreement, for which the Lessee will pay to the Lessor as Lease fee the sum as listed below. Lessee shall be entitled to the possession and use of said horses and equipment for the period from \_\_\_\_\_ until \_\_\_\_\_ date. Default in payment as shown above or mistreatment or ABANDONMENT of horses will result in immediate repossession of horses by the Lessor and automatic forfeiture of all LEASE FEES and DEPOSITS. This agreement does not permit these horses or equipment owned by Lessor to be sold and such sale will be treated as a criminal act.

2. The Lessor (will or will not) shoe horses prior to delivery to Lessee as previously agreed. Short term horses (two weeks or less) will come with shoes, "as is". If NEW shoes are requested, the charge is \$80.00, per horse. Shoeing price only applies to shoes under size 3. Special requirements are extra.

3. The Lessee will provide suitable pasture and supplementary feed to keep all of said horses in good useable condition during the entire period of its possession, **and will stay with the horses until picked up by Big Sky Horse Leasing.** The Lessee will keep all equipment in the same condition as received. The Lessor reserves the right to charge for repairs to damaged equipment.

4. Lessee will bear all costs of treatment during period of contract for horses which become sick or injured while in its possession. In the event the horses are permanently injured so as to be no longer usable by the owner, Lessee agrees to pay the Lessor the sum of **two thousand (\$2000)** for each injured or missing horse. Horses with bad wither sores, kidney sores, rope burns, malnourished, or damages so as to be unusable for the rest of the season, Lessee agrees to pay the lesser a \$250 penalty charge. The security deposit is in addition to any lease fees. Security deposit to be paid on receipt of the horse(s).

5. The Lessee agrees to hold harmless, defend and indemnify the Lessor against any claims for damage, injury, injury resulting in any type of disability, injury resulting in death, or death, resulting from the use of any of the horses and /or equipment which are the subject of this agreement. The Lessee agrees to notify the Lessor promptly if any such claims are brought against him. Lessee agrees to adhere to the provisions of Montana Statute 27-1-727 regarding liability risk inherent in equine activity resulting from the risks inherent in equine activities, pursuant to 27-1-727, MCA.

6. Lessee states that they have proper insurance coverage in the event of an accident resulting in medical injury, temporary or permanent disability or death, involving leased horses. Each individual in lessees party, whether hired or an acquaintance has their own insurance as stated above and that Big Sky Horse Leasing is in no way responsible for any claims, from any party regarding said horses pursuant to section.

**7. Choice of Law:** This Agreement is adjudicated and performed in Broadwater County, Montana. The district court of this county has sole jurisdiction over any dispute under this Agreement.

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8. A 1.25 percent charge will be added to passed due accounts (annual rate of 15%). If account is placed with an attorney or collection agency for collection, Lessee agrees to pay all costs and attorney fees whether or not suit is brought.

**9. BIG SKY HORSE LEASING POLICIES.**

“Change Out” horses are supplied IF available, when a horse does not work for the Lessee’s particular program. Long term Lessee’s (anything over two weeks) MUST notify within two weeks of receipt, of any Change Out horses needed. Change Out delivery, is not the responsibility of Lessor, but every effort will be made to get horses changed out using the quickest and least expensive transportation. If transportation is not available, Lessee will be obligated to come with the undesirable horse(s) to our ranch and pick up another. Change Out horses are not available for sick or injured horses (Refer to #4 previous section). If replacement horses are needed for sick or injured horses, or if Big Sky Horse Leasing is not notified in the Proper time frame, noted above, regular rates will be charged for new horses.

**In WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written.**

<b>Field Name</b>	<b>Lessee (Please Print)</b>	<b>Lessor</b>
<b>Name</b>		Big Sky Horse Leasing, LLC
<b>Address</b>		25 White Horse Rd
<b>City, State Zip</b>		Townsend, MT 59644
<b>Phone #</b>		(406) 439-1803
<b>Email Address</b>		horseleasingmt@gmail.com
<b>SS # or ID #</b>		

**By signing on the signature line below you are agreeing to the terms of the agreement as well as any and all pricing on Lease Statement (attached)**

**Signature (X)** \_\_\_\_\_

----- **Below to Be Signed On Delivery** -----

**On delivery** or authorized representative admits to have examined the horses **Upon Delivery** and fully accepts the horses general health condition with notable exceptions listed: This also completes the contract obligation of the Lessor. \_\_\_\_\_

Signature (X) \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**If you are the authorized agent, but not the owner, please sign above, then print your name below.**

Agent Name (print) \_\_\_\_\_

### Big Sky Horse Leasing Agreement - Lease Statement

Line	Option	Rate	Amount	Totals
1	Horses	(Print) \$	#	\$
2	Delivery (Optional)	\$1.75 per loaded mile (Gravel Road Rate May Vary)	#	\$
3	New Shoes (Included w/Short Term Leases)	\$80 per horse (Up to Size 3) (Special Requirements Extra)	#	\$
4	<b>Sub Total</b>	Add Lines 1, 2, & 3		\$

<b>Riding Package</b> <b>Includes:</b> Saddle, bridle, halter, lead, breast collar, pad	<b>Pack Package</b> <b>Includes:</b> Pack saddle, halter, lead, 1 set of soft paniers
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Line	Package Name	Amount	Rate	Totals
5	Riding Packages (Includes Breast Collar)	#	\$100	\$
6	Pack Packages (Includes Soft Paniers)	#	\$100	\$

Line	Accessory	Amount	Rate	Totals
7	Extra Bridles (Included with Riding Package)	#	\$20	\$
8	Hobbles	#	\$10	\$
9	Rifle Scabbards (42mm Objective max)	#	\$25	\$
10	Saddle Bags	#	\$15	\$
11	Saddle Paniers / Hard Side Pack Boxes	#	\$50	\$
12	Bales of Hay (Certified Weed Free)	#	\$15	\$
13	Bags of Pellets	#	\$19	\$
14	Other:	#	\$	\$
15	<b>Accessories Total (Add Lines 7 - 14)</b>			\$

16	<b>Total Fee (Add Lines 4, 5, 6, &amp; 15)</b>	\$
17	<b>Down Payment</b> (1/3 of row 16)      Ref #:                      Date:	-\$
18	<b>Balance Due on Delivery</b> (Subtract Row 17 from Row 16)      Ref #:	\$