

## WALLACE STATION LEASE AGREEMENT

### **PARTIES**

This Month-to-Month Horse Lease Agreement (this "Lease Agreement") is made and entered into as of this 1<sup>st</sup> day of June, 2022, by and between Nicole Borders, residing at 16 Redberry Ridge, Portola Valley, CA 94028 ("Lessor"), and Anna Rivero, residing at 12089 S Tallkid Ct., Parker, CO 80138 ("Lessee") (individually a "Party" and collectively, the "Parties").

### **HORSE**

Lessor hereby leases Wallace Station, as described in greater detail below ("Horse"), to Lessee, and Lessee leases said Horse from Lessor, for the terms and conditions set forth herein.

Name: Wallace Station

DOB: 5/29/2010

Sex: Gelding

Color: Chestnut

Breed: Hanoverian

USEF # 5479908

### **TERM**

The "Term" of this Lease Agreement shall commence on June 1, 2022 (the "Commencement Date") and shall terminate on September 1, 2022 (the "Termination Date"); provided, however, that the Parties intend this Lease to be a month-to-month lease during the Term, with an agreed upon lease fee of \$1,000 per month paid via mailed check or Venmo to an address provided by Lessor on or before the 15<sup>th</sup> of each month during the Term. Lessee may terminate the Lease at any time prior to the Termination Date by providing two (2) weeks written notice of termination to Lessor.

### **PERMITTED USE**

Lessee covenants that during the Term of this Lease Agreement, the Horse shall be used for the sole purpose(s) of training and showing in the hunters, jumpers and equitation up to 2'9" in height. Lessee acknowledges that the Horse may not show in excess of two (2) weeks concurrently and will not participate in more than three (3) over fences classes per day. Lessee further represents that the only persons who may use the Horse during the Lease Term are Astrid Rivero, or any trainers associated with Snowfield Farm. Lessee shall not use the Horse for any other purpose except as set forth herein unless agreed to in writing by Lessor.

For the duration of the Lease, Horse will reside at Snowfield Farm unless traveling for shows. In the event Snowfield Farm relocates facilities, Lessee agrees to contact Lessor prior to moving and inform Lessor of Snowfield Farm's new address.

### **CARE AND MAINTENANCE**

Lessee's Obligations:



During the term of this Lease Agreement, Lessee shall, at Lessee's sole expense, provide reasonable care for the Horse, including but not limited to board in a safe, clean environment, regular and adequate food and water, all veterinary, hoof care, training, grooming and exercise at the Snowfield Farm location. Lessee shall be solely responsible for all training fees, show fees and shipping fees. Lessee must also maintain the horse on a regular Legend, Adequan and Altrenogest schedule (monthly), and Estrone (weekly), as well as keep up with regular maintenance. Lessee acknowledges that Lessee is accepting the Horse in "as-is" condition.

### **INSURANCE**

Lessee agrees to reimburse Lessor for the duration of the Lease in the amount of \$200 per month for insurance premiums paid by Lessor.

### **LESSOR'S RIGHTS**

If Lessee fails to perform Lessee's obligations stated above, Lessor shall have the right to declare a breach of the Lease Agreement, enter the Lessee's premises, and re-take possession of the Horse.

### **LESSEE'S REPRESENTATIONS AND WARRANTIES**

Lessee represents and warrants to Lessor the following:

1) Lessee is not a minor or incompetent person and is authorized and empowered to enter into this Agreement; 2) Lessee will not allow or cause any lien, charge or other encumbrance to be asserted against the Horse or Lessor's ownership thereof; 3) Lessee has the ability, knowledge and skill necessary to care for and maintain the Horse in good physical condition; 4) Lessee shall maintain safe and clean boarding/training facilities and care for the Horse in a proper manner consistent with accepted equine practices; and 5) Lessee shall not sell, transfer or relocate the Horse without the express written consent of Lessor.

### **LESSOR'S REPRESENTATION AND WARRANTIES**

Lessor represents and warrants to Lessor the following:

1) Lessor is the owner of the Horse; 2) Lessor is authorized and empowered to enter into this Agreement; and 3) the Horse is currently in good health, fit for the stated purpose and use set forth herein, and 4) Lessor has confirmed with Horse's attending veterinarian that the Horse is in good physical health, current on all vaccinations, wormer, and joint injections, and is up to date on farrier care.

### **ASSIGNMENT AND SUBLETTING**

Lessee shall not voluntarily or by operation of law assign, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in the Horse or this Lease without Lessor's prior written consent. Any attempted assignment, subletting, transfer or encumbrance without Lessor's consent is void and shall constitute a breach of the Lease Agreement. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

### **INDEMNITY ASSUMPTION OF THE RISK**

Lessee shall indemnify and hold harmless Lessor, Marisa Metzger, Laurie Jueneman, Snowfield Farm Inc. (agents) from any and all claims, demands, liability, damages, judgments or actions arising from Lessee's use or possession of the Horse, including any and all costs, attorney's fees,



expenses and liabilities incurred in the defense of any such claim or any action brought thereon.

### **ASSUMPTION OF RISK**

Lessee understands that engaging in equine activities is inherently dangerous, and that, by so doing, Lessee is exposed to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience Lessee has, and no matter what the situation. Lessee agrees and understands that Lessor cannot control the Horse and that Lessee shall release and hold harmless Lessor from any injury arising out of or related to the Horse, in particular, and equine activities in general. Lessee assumes all risk of damage to property or injury to persons as a result of Lessee's use of the Horse, and Lessee waives all claims in respect thereof against Lessor, even if damage or injury arises out of the act or omission of Lessor.

### **SURRENDER OF POSSESSION**

On the last day of the Term, or on any sooner termination, Lessee shall surrender the Horse to Lessor in the same condition as was received.

### **LESSOR'S ACCESS**

Lessor and Lessor's agents shall have the right to examine the Horse at reasonable times with twenty-four (24) hour notice to Lessee.

### **GENERAL PROVISIONS**

This Lease Agreement shall be governed by the laws of the State of COLORADO. Any legal action commenced to enforce or interpret this Lease Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in DOUGLAS (County) COLORADO. The parties hereto consent to both venue and jurisdiction.

### **ATTORNEYS FEES**

If either Party named herein brings an action to enforce the terms of this Lease Agreement or to declare rights hereunder, the prevailing Party in any such action, on trial, arbitration or appeal, shall be entitled to reasonable attorney's fees to be paid by the losing Party as fixed by the court or arbitrator.

### **ENTIRE AGREEMENT**

All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease Agreement which contains the entire agreement between the Parties. This Lease Agreement may not be modified or amended in any manner except by an instrument in writing executed by the Parties.

### **COUNTERPARTS**


The Lease Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument.

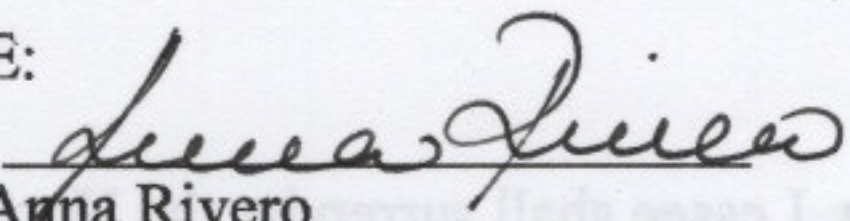
### **COMPLIANCE WITH LAW**



Lessee, at Lessee's expense, shall, at all times that the Horse is in Lessee's possession, comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the Term regulating the use, care or boarding of the Horse.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as of the day and year first above written.

LESSOR:   
Signed: \_\_\_\_\_  
Name: Nicole Borders

LESSEE:   
Signed: \_\_\_\_\_  
Name: Anna Rivero

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