LEASE AGREEMENT

GALUSHA FARM, LLC
27W271 Galusha Road
Warrenville, IL 60555
630-878-6350
www.**GalushaFarm**.com

FOR VALUABLE CONSIDERATION, each party acknowledges the receipt and sufficiency of which, this agreement is made this _____day of _____, 20__.

PARTIES:
Lessee: _____

Address: _____

Home Telephone: _____
Cell Phone: _____ Work Telephone: _____
Email: _____

HORSE AND MONTHLY PAYMENT:

Lessors: Galusha Farm, LLC

Lessors shall provide to Lessee(s) a certain horse, known as" _____" (hereinafter "the horse"). In consideration t, Lessee(s) shall pay to Lessors, commencing, ___ Day of _____, 20___, the sum of $ 460 per month **(full lease – one rider or $355 each for a 50-50 share)**, payable on the fifteenth (15th) of each month preceding all months in which payment is due (e.g., February's payment due on January 15, etc.) If the horse shall die through no fault of Lessee(s), Lessors reserve the right, but assume no obligation; to substitute another horse of substantially similar value and kind in place of the horse listed hereinabove. If the horse shall die, and Lessors elect not to substitute another horse, this lease shall be null and void, except as to Lessors' rights to collect sums due for previous periods pursuant to the provisions hereof. There shall be no refunds made by Lessors under any circumstances. If the horse shall die, become lame, or otherwise be unusable as a saddle horse as intended, due to Lessee(s) negligence or misuse, then and in that event Lessee(s) stipulate that they shall pay to Lessors within seven (7) days of death or disability, the value of the aforesaid horse, which is agreed to be $ 3,500.00

USE OF HORSE & SHARING:

Lessee(s) agree to use the horse for normal recreational purposes, and for no other. The horse shall be well treated when in Lessee (s) care. Lessors reserve the right to use the horse when not being used by the Lessee (s), and the parties agree to cooperate in arranging a mutually agreeable riding schedule to the satisfaction of both parties. If the parties cannot reach agreement on a schedule, same shall be established by Lessors.

FARRIER:

Lessee(s) agrees that all hoof trimming will be performed by or at the direction of Lessors and is the responsibility of the Lessors. Shoeing and any other related farrier service fees for said horse shall be paid by the Lessee(s), provided that the Lessors have previously approved of such work and the farrier to be used.

VACCINATIONS:

Lessors will pay for all worming fees, tetanus, influenza, encephalomyelitis, and rhino vaccinations fees and any other normal routine veterinary care and shall be provided by the veterinarian chosen by Lessors.

VETERINARIAN:

Lessee(s) agree to be responsible for any} damage or injury to the horse while in the Lessee(s)' possession or control, including loss of use of the horse until it has recovered or been replaced. In the event the horse shall require the services of a veterinarian, Lessee(s) will immediately contact the Lessors. If the Lessors cannot be reached within a reasonable time frame, Lessee(s) is hereby authorized as agent for the owner to call:
Dr. Joan McArthur DVM at 630-202-1692.

All fees charged by the veterinarian shall be the sole and exclusive responsibility of the Lessee(s), with no liability whatsoever on the part of the owner for the service fee(s) when they arise out of and during lessee(s), possession or control of the said horse.

All other veterinarian service fees will be procured and paid by the Lessor except when the required service fee(s) arise(s) out of or while riding said horse by the Lessors, in which case Lessors shall pay for such veterinarian fees.

FEED:

Lessors agree to supply salt and/or trace minerals with hay or pasture as needed. Lessee(s) agree to supplement with grain, as specified or appropriate, at Lessee(s) expense, based upon the Lessors recommendation relative to the horse's weight and/or the amount of work and exercise being performed to keep in condition.

TACK:

Lessee(s) agree to provide their own saddle, bridle, blanket, brush, comb, etc., as necessary.

TRAILERING:

Lessee(s) agree not to remove the horse from the farm, at any time by trailer or by truck.

FARM RULES:

Lessee(s) agree to abide by all rules established by Lessors whether in writing or verbally. The facilities and the horse are to be well treated and maintained by Lessee(s). Rules attached.

TERM:

Except as amended in writing by agreement of both parties, this Lease Agreement will continue until May 31st of the calendar year following the year of this agreement. **It will be renewed automatically on May 31st, unless written correspondence is received to the contrary, by Galusha Farm, prior to May 1st each year, from the Lessee.**

TERMINATION AND AMENDMENT:

Failure of the Lessee(s) to make timely payments of any installment under the terms of the agreement, shall give the Lessors, in their sole discretion, the right to collect from Lessee(s) any sums due hereunder.

This Lease Agreement shall be terminable upon one (1) month's notice by the Lessor. The Lessee(s)' notice must be given no later than May 1st in order to be effective on the last day of May.

This Lease Agreement may be amended by written agreement of the parties at any time.

LIABILITY:

Lessee(s) agree to hold harmless the said owner as specified in the Liability Agreement.

ENTIRE AGREEMENT AND ASSIGNMENT:

This Lease Agreement, together with the Liability Release Agreement constitutes the entire agreement between Lessee(s) and Lessors. The Liability Agreement is attached hereto and by this reference made a part hereof. Lessee(s) shall not assign their rights hereunder.

SIGNATURE OF LESSOR: _____

Galusha Farm, LLC

SIGNATURE OF LESSEE (S): **X**_____

SIGNATURE OF PARENT or GUARDIAN: (If undersigned is under age 21)

PRINT YOUR NAME HERE: _____

- Horse(s) name:
- Breed: Markings:
- Age: Sex: Height: hands
- Color: Weight: lbs.
  Registered:

LIABILITY AGREEMENT

GALUSHA FARM, LLC
27W271 Galusha Road
Warrenville, IL 60555
630-878-6350 fax: 630-604-0796
www.**galushafarm**.com

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The undersigned agrees for valuable consideration, the receipt and sufficiency of which is acknowledged, that (s)he, and any relative(s), friend(s), and associate(s)

of the undersigned, who enters the GALUSHA FARM, LLC do so at their own risk and that STEVEN H. and/or CATHERINE R. BERNING shall not be liable under any circumstances (whether due to the negligence of GALUSHA FARM, LC, proprietor, its employees, or otherwise) for any injury to person(s) or property including death, consequential damages, economic loss, or other consequences or results of such injuries or any loss or damage suffered while on premises of the GALUSHA FARM, LLC.

The undersigned agrees to indemnify, hold harmless, and save STEVEN H. and/or CATHERINE R. BERNING of and from all such liabilities and all claims and attorney's fees for any such injuries, loss, or damage, whether sustained by undersigned or any relative(s), friend(s), or associate(s) brought upon the GALUSHA FARM and/or STEVEN H. BERNING and CATHERINE R. BERNING by the undersigned.

WARNING - Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

The terms of this Liability Agreement apply to all horses leased or boarded at GALUSHA FARM, LLC, whether on or off GALUSHA FARM, LLC's property, and any other activities performed on the farm.

DATE: _____

This Agreement shall be attached to and by this reference is made a part of any and all Lease and/or Boarding Agreements between the parties hereto.

SIGNATURE: **X** _____

PRINT YOUR FULL NAME HERE: _____