

**Lease Agreement  
Between  
Martin Community College Foundation, Inc.  
1161 Kehukee Park Road, Williamston, NC 27892  
(Lessor)  
and**

\_\_\_\_\_  
Lessee Name  
\_\_\_\_\_  
Lessee Full Address

This Lease Agreement is entered into between \_\_\_\_\_, hereinafter referred to as "Lessee" and Martin Community College Foundation, Inc., hereinafter referred to as "Lessor."

- 1. **Terms of Lease:** This lease shall commence on \_\_\_\_\_ at 12:01 a.m. and terminate at midnight (12:00 p.m.) on \_\_\_\_\_ and shall cover the horses described in this Lease Agreement.
- 2. **Ownership Registration:** Lessor warrants that it has a good clear title to said horse(s) free from any liens. Lessor will provide a copy of registration papers, negative Coggins' report, and medical records to Lessee.
- 3. **Consideration/Payment:** Lessee shall pay a non-refundable fee of \$\_\_\_\_\_ per horse/\$\_\_\_\_\_ total, which will serve as a processing fee and a leasing fee for the term of the lease.
- 4. **Transportation:** Lessee shall assume all transportation costs relating to the leasing of horses here-under.
- 5. **Responsibility and Risk of Loss:**
  - (1) Lessee agrees to indemnify and hold harmless Lessor and/or staff and students from liability for any claim arising during the term of Lease. Lessor hereby assumes a risk of death to said horse(s) and will not hold Lessee responsible for replacement costs of said horse(s), except or unless the death is caused by negligence while in care of the Lessee. If death is caused by negligence the Lessee will remunerate the Foundation for taxable value.
  - (2) Lessee agrees to comply with all the requirements of the North Carolina General Statutes § 99E (1), (2), and (3), regarding Equine Activity Liability and will be responsible for any liability resulting from failure to comply with this statute. The Lessor and Martin Community College Foundation, Inc. will be held harmless of any actions or negligence of the Lessee that is not in compliance with North Carolina General Statutes § 99E.
  - (3) The Lessee will be responsible for major veterinary emergencies for the horses that are not related to a prior injury, the cost of which is not to exceed \$150.00 per emergency. The Lessor will be responsible for any decisions regarding life threatening injuries or illnesses. If the Lessee is unable

to contact the Lessor, the veterinarian treating the horse and the Lessee will have the authority to decide upon the proper course of treatment given the nature of the injury or illness, the age, and condition of the horse. The Lessee will contact the Lessor in the event of any injury that results in the veterinarian being called.

**6. Insurance and Indemnity:**

Lessee assumes the entire risk of loss, theft, or damage to, and resulting from the use of the leased horse(s) whether or not covered by insurance. No such loss, theft, or damage shall relieve the Lessee of its obligations hereunder. Lessee agrees to and does hereby indemnify and hold Lessor harmless from all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, resulting from any incident related to the use, riding, or storage of the leased horse(s) during the term of the lease, and neither Lessor shall have any liability or responsibility therefore whatsoever.

**7. Care:**

Lessee agrees to use reasonable efforts to maintain said horse(s) in good health at Lessee's own expense. In the sole and absolute discretion of the Lessor, the lease agreement may be terminated for future years with the Lessee if the horses are not returned to campus in substantially the same physical condition (weight, shoes, soundness, and general appearance) as when they were removed from this campus for the term of this lease.

**8. Purpose:**

Lessee is leasing said horse(s) for the purpose of teaching horseback riding at Lessee's location, including ring work on campus and some trail riding both on and off campus, and Lessee covenants not to use the horse(s) for any purpose other than cited purpose. Lessor promises that said horse(s) is/are capable and suited for said purpose. Lessee shall not have the right to relocate the horse(s) or lease to a third party without the written consent of Lessor. Horse(s) may not be entered in any event classes (i.e., poles, barrel racing, etc.).

**9. Mediation/ Binding Arbitration:**

In the event of a dispute between the Parties that the Parties are unable to resolve, the Parties shall submit their dispute to non-binding mediation before a mutually agreeable mediator prior to initiating litigation. If the Parties are unable to agree upon a mediator within thirty (30) days after failing to resolve the dispute, either Party may petition a Court of competent jurisdiction for the designation of a qualified mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the mediator. Unless otherwise agreed, the Parties will hold mediation in Williamston, North Carolina. The matters discussed or revealed in the mediation session shall not be revealed in any subsequent litigation. In the event the matter is not resolved in mediation either Party may request arbitration. The Parties shall jointly select an Arbitrator and shall be bound by the decision of the Arbitrator with respect to any dispute between the Parties with respect to this Agreement. If the Parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the

