

Personal Ponies, LTD (PPL)
CENTER OR INDIVIDUAL
LEASE AND LIABILITY RELEASE AGREEMENT
updated 12_2020

THIS AGREEMENT is made on this ____ day of ____, 20__ by and between PERSONAL PONIES LIMITED (PPL), located at 368 River Rd. Lakeland, GA 31635 ("OWNER") AND _____ ("LESSEE") located at _____

Location of pony (ies) if different from LESSEE address _____

Phone: of LESSEE: _____

Email of LESSEE: _____

LESSEE agrees to notify PPL immediately of any changes to addresses or contact info.

The Parties hereto agree as follows:

1. Ponies Leased. OWNER hereby leases to LESSEE on the terms and conditions herein set forth, the Shetland pony (ies) so named and identified in Exhibit A to this Agreement. Ponies may also be identified with an Avid Microchip implant.

2. Lease Term & Conditions. The term of this Lease shall be one year with automatic one-year renewals if neither party gives written notice of termination. Notwithstanding the above, OWNER may terminate this lease upon thirty (30) days' notice to LESSEE. There are circumstances that may affect the health /safety of the ponies that would trigger concern and possible pick up. Some of these causes may include but not be limited to conditions such as failure to turn in annual pony health paperwork by designated date, failure by LESSEE to respond or cooperate with a requested site visit by PPL designee, reports from local official/authorities re care or lack thereof for ponies, official reports of safety issues concerning ponies or ongoing failure to respond to communication attempts from PPL agents. Behavior on the part of the Lessee in conflict with values of PPL may also be cause for termination of the lease. Repeated refusal to comply with PPL financial or records reporting may also be cause for termination of lease. LESSEE may also terminate the lease at any time with no penalties but agreeing to give OWNER reasonable time to remove ponies.

3. Relocation. Upon termination of this lease, OWNER will make good faith efforts to relocate pony (ies) expeditiously. However, as a condition to this lease, LESSEE agrees to abide by the terms of this Agreement and the Application until OWNER is able to remove and relocate pony (ies), regardless of whether the removal takes place beyond the stated lease term.

4. LESSEE agrees to pay to PPL \$350 annually for use of each of the listed ponies in Exhibit A. The annual payment is due June 1 each year.

5. Medical Care and Records. LESSEE will provide OWNER with an annual health & care report (accessed on PPL website) for all ponies listed in Exhibit A of this Agreement. The health & care report will be signed by a licensed veterinarian, indicating recommended current yearly shots have been given, an effective worming program has been used plus a current Coggins report has been pulled. The vet would also confirm on the report that adequate hoof care has been provided. A general health exam is to be performed on leased pony (ies) including floating of teeth, if necessary, and sheath cleaning and inspection for the geldings. Current pictures of each pony from left & right sides will be included with the report. This annual report is to be forwarded to OWNER or their designee no later than June 1 of each calendar year this Agreement remains in effect.

6. Ownership Rights. LESSEE acknowledges that OWNER has full legal title to the pony (ies). Pony (ies) may not be sold, bartered, nor loaned. LESSEE acknowledges and expressly agrees that OWNER is the only legal owner of the pony (ies) subject to this lease.

7. Pony Care. LESSEE shall be responsible for and shall pay for all feed/health, vet, farrier, board bills and all expenses of advertising, showing, transportation or other expenses in connection with said pony (ies). It is specifically understood and agreed that LESSEE is providing a home for said pony (ies) and incurring the expense of caring for said pony (ies) for the time said pony (ies) is/are in the possession of LESSEE.

8. Pony Use. Said pony (ies) may be shown under saddle and in driving competitions in addition to other community events at the sole expense of the LESSEE. Any/all liability rests with the Lessee-see Item 13 below.

9. Neither the Personal Pony name/logo nor PPL ponies may be used for personal gain or to support activities such as political or related agendas. However, OWNER welcomes and encourages LESSEE to acknowledge said ponies as being supplied by Personal Ponies.

10. OWNER'S Right to Inspection. It is agreed that OWNER or a designated agent or officer may visit said pony (ies) upon 48-hour notice to LESSEE.

11. Any & all expectation and directions set forth in the signed and approved application submitted by LESSEE to OWNER are in effect during term of this Agreement.

12. Jurisdiction for Disputes. This agreement shall be construed and interpreted according to the laws of the State of Georgia. Any disputes related to this Agreement will be subject to the jurisdiction of the Georgia District or Circuit Courts in Lanier County, Georgia.

13. Indemnification, Release, and Hold Harmless. In consideration for this Lease Agreement, LESSEE HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE, OWNER, its officers, trustees, employees, and agents (collectively the "OWNER") from any liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by LESSEE, or to any property belonging to LESSEE, as a result of LESSEE'S receipt, care, ownership, or transfer of the pony(ies) listed in Exhibit A. LESSEE acknowledges that he/she is fully aware of the risks and hazards connected with the above described animal(s), including but not limited to, risks of physical injury as a result of handling said animal(s). LESSEE VOLUNTARILY ASSUMES FULL RESPONSIBILITY for any risk of loss, property damage, or personal injury, including death, that may be sustained to LESSEE, or to any loss or damage to any property owned by LESSEE, as a result of receipt of the above described animal(s). LESSEE acknowledges and understands that he/she receives the above animal(s) into his/her care "as is" "with all faults" (if any) and that no express or implied warranties by OWNER. LESSEE represents and warrants that it is his/her intent that this provision shall bind members of LESSEE'S family and spouse, if LESSEE is alive, and LESSEE'S heirs, assigns, and personal representative, if LESSEE is deceased, and shall be deemed as an agreement to RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, and INDEMNIFY the above named OWNER. Proof of insurance coverage on listed ponies must be provided to PPL before delivery and w each year renewal.

14. Emergency Contact: please provide two additional names with address and phone that PPL may contact in case of emergency and you cannot be reached.

Name: _____ Relationship: _____

Address: _____

Phone number: _____

Name: _____ Relationship: _____

Address: _____

Phone number: _____

OWNER: or designee

BY: Cindy Pullen, National Director
Personal Ponies, Ltd.
Or designated agent w/ title

Date _____

LESSEE:

Name: _____

Name: _____

_____ Date

Witnessed by: _____

Date: _____

Witness contact phone: _____

Reviewed by Personal Pony Regional director:

Name: _____

Date: _____

EXHIBIT A

LIST OF PONY(IES)

Registered name, "barn name", DOB, sex, description	MICROCHIP NUMBER
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NOTE: If ponies are added or deleted at a later date, their names may be added/deleted to this form and initialed by both Lessee and Owner (or owner's agent) with date.

LIST AND INITIAL ANY EQUIPMENT GOING WITH THE PONY (IES):

Halters/leads, carts/harness, banners, buckets, blankets, etc.