

HORSE STALL RENTAL AGREEMENT

Name of Renter: _____ Date: _____

Address: _____ Phone #: _____

Stall Number: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

1. Rental Rate: Rental shall pay a stall rental fee of **\$20.00 per day, per stall**. Stall rental is payable at the signing of this agreement. A **\$5.00** refund will be given if the stall is adequately cleaned. Adequately cleaned means all wet spots, manure and excess hay is removed and discarded.
2. Exculpation and Indemnification Clauses: Renter agrees that it will Indemnify, hold and save the City of Lake Helen and/or the West Volusia Saddle Club, Inc., their officers, agents, contractors and employees whole and harmless and defend same, from and against all claims, demands, actions, damages, costs, loss, liabilities, expenses and judgments of any nature recovered from or asserted against the City of Lake Helen and/or the West Volusia Saddle Club, Inc., on account of injury or damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the Renter or any of its agents, servants, employees, contractors, patrons, guests, Renter or invitee or of any other person entering the premises rented hereunder with the express or implied invitation of permission of the Renter, or when such injury or damage is the result, proximate or remote, of the violation of the Renter or any of its agents, servants, employees, contractors, patrons, guests, Renter or invitee of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Renter, its agents, servants, employees, contractors, patrons, guests, Renter or invitee of the premises rented hereunder. Renter covenants and agrees that in case the City of Lake Helen and/or the West Volusia Saddle Club, Inc. shall be made parties to any litigation against the Renter or in any litigation commenced by any party other than Renter relating to this Agreement of the premises rented, then the Renter shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred or imposed upon the City of Lake Helen and/or the West Volusia Saddle Club, Inc. by virtue of any such litigation. These terms of indemnification shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of the City of Lake Helen and/or the West Volusia Saddle Club, Inc.
3. Ordinances and Regulations: Renter shall comply with all applicable laws, statutes, ordinances, rules and requirements of the City of lake Helen and the West Volusia Saddle Club, Inc.
4. Responsibility for Damage: If the rented premises, or any portion thereof, shall be destroyed, damaged, marred, altered or physically changed during the term in any manner whatsoever, then Renter shall be responsible.
5. Articles Left on Premises: Any article remaining on the rented premises left, lost or checked in the registration booth by persons attending any performance, exhibition and event shall be collectible solely by the City of Lake Helen and/or the West Volusia Saddle Club, Inc.
6. Administration Charges: In the event any check, bank draft or negotiable instrument given for any money payment hereunder shall be dishonored at any time and from time to time for any reason whatsoever not attributable to the City of Lake Helen and/or the West Volusia Saddle Club, Inc., the City of Lake Helen and/or the West Volusia Saddle Club, Inc. shall be entitled, in addition to any other remedy that may be available, to make an administrative charge of FORTY DOLLARS (\$40.00) for each such check.
7. Reasonable Discretion: Any matter not expressly provided for herein shall be within the reasonable discretion of the City of Lake Helen and/or the West Volusia Saddle Club, Inc.
8. Legal Proceedings: All legal proceedings arising from this Agreement shall be in the Courts situated in the Seventh District, Volusia County, Florida.

WARNING

Under Florida Law, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risk of equine activities.
§773.05 Limitation of liability of persons making land available to public for recreation purposes.
Nothing in §773.01 - §773.05 shall be construed to limit in any way the limitation of liability granted to private citizens who allow the public to use their land for recreational purposes as provided in §375.251.

BY SIGNING THE BELOW, RENTER AGREES WITH ALL PROVISIONS OF THE AGREEMENT.

RENTER: _____ (MUST BE ADULT)

DATE: _____