

**SUNDANCE ASSOCIATION, INC. STABLE  
STALL RENTAL AGREEMENT  
Revised April 21, 2020**

*In accordance with FLORIDA STATUTES, CHAPTER 773 EQUINE  
ACTIVITIES, the Sundance Association, Inc. publishes the following required warning:*

**WARNING: Under Florida law, an equine sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.**

This Stable Stall Rental Agreement (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Sundance Association, Inc. (“Lessor”), whose address is PO Box 5474, Sun City Center, FL 33571 and \_\_\_\_\_ (“Lessee(s)”), whose address is \_\_\_\_\_ and whose phone number is \_\_\_\_\_.

1) **Premises:** Subject to the terms and conditions below, Lessor rents to Lessee(s), the following stalls in the Sundance Barns: \_\_\_\_\_. These stalls shall only be used for the purpose of housing the horses identified in the attached Horse Information Sheet. IN addition, Lessee shall be entitled to use the following storage areas: \_\_\_\_\_. The assigned stalls and storage areas shall hereinafter be referred to as “the Premises.”

2) **General:** The rental of stalls is limited to: (1) Sundance Association, Inc. members in good standing; (2) family members residing with such members; (3) tenants of such members provided that a Sundance Association, Inc. member co-sign this Agreement and assume any and all financial and legal liability for the actions of their tenant and tenant’s horses in connection with such tenant’s horses occupying the Premises identified above; (4) Associate Members in good standing; and (5) outside guests provided the guest is approved by the Barn Manager. Sundance Association, Inc. members, their tenants, family members and guests MUST agree to be bound by all terms set forth herein and prior to participating in any equine activity must sign a liability release. Lessees are prohibited from using the Premises for any business, commercial, or for-profit use. Lessees are prohibited from subleasing the Premises to any other party without the consent of the Lessor. Horses stabled on the Premises must be owned or leased by the Lessee. The Lessee shall not board a horse on behalf of a third party or a party not specifically identified in this Agreement.

3) **Term:** The term of this Agreement shall commence on \_\_\_\_\_, and shall continue on a month-to-month basis. Lessor or Lessee may terminate this Agreement upon providing thirty (30) days written notice to the other

party at the address specified above.

4) **Rent:** Lessee(s) hereby agrees to pay Lessor monthly rent of \$\_\_\_\_\_ per stall identified above. In addition to stall rental payment, a rental fee of \$\_\_\_\_\_ per installed fan, light and/personal refrigerator will be added for a total rental payment of \$\_\_\_\_\_. The total rental payment is due on the first of each month by check or money order made payable to Sundance Association, Inc.

- (a) The first month's rent will be prorated depending on the date this Agreement commences. The first month's rent and the security deposit (described below) are due upon the execution of this Agreement.
- (b) All payments must be sent to Lessor at the address provided above or hand-delivered to the Barn Manager, and are deemed paid on the date received by Barn Manager/Lessor, not the date written on the check or money order.
- (c) In the event the Lessee(s) fail to make two consecutive rent payments, this Agreement will automatically terminate and Lessee(s) agrees that they shall have 14 days from the date notice of such is mailed to vacate the Premises.

5) **Late Charges:** The Lessor may exercise its discretion and waive such late charges upon a showing of hardship. The Lessor's decision to waive such late charges will be made in its sole and absolute discretion.

- (a) If Lessee(s) fails to pay the total rent in full on or before the 10th day of each month, a late charge of \$15.00 will be added to the Lessee(s) outstanding balance.
- (b) If Lessee fails to pay in full on or before the 10th day of the month a second time during any calendar year, a late charge of \$30.00 will be added to the Lessee's outstanding balance.
- (c) Failure to pay the total rent due by the 10<sup>th</sup> for a third time in a calendar year will result in a late charge of \$45.00.
- (d) Failure to pay total rent due by the 10th for a fourth time in a calendar year will result in the Lessee being evicted and Lessee will have 14 days from the date notice of such is mailed to Lessee at the above address to vacate the Premises.

6) **Application Fee and Security Deposit:** Upon signing this Agreement, Lessee(s) shall pay Lessor the sum of \$\_\_\_\_\_ as a refundable security deposit for the Lessee(s) performance under this Agreement, and the sum of \$\_\_\_\_\_ per stall as an application fee which is non-refundable.

- (a) Upon the termination of this Agreement, Lessor shall provide Lessee(s) with notice of its intention to make a claim on the security deposit within thirty (30) days.

(b) Upon receiving Lessor's intent to make a claim on the security deposit, Lessee shall then have fifteen (15) days to object to Lessor's claim on the security deposit. Lessor is entitled to retain Lessee(s)'s security deposit to: (a) remedy any default by Lessee(s) under this Agreement; (b) repair damages to the premises exclusive of ordinary wear and tear; and/ or (c) clean the premises upon the Lessee(s) vacating the Premises, if necessary. The security deposit shall not be applied to the last month's rent.

7) **Gate Remote:** Lessee acknowledges they may rent a gate access remote when renting a stall. There is a limit of one gate remote per Lessee regardless of number of stalls rented. A separate deposit is required for a gate remote. Please see Barn Manager or Association Manager for remote rental.

8) **Returned Check Charges:** In the event any check offered by Lessee to Lessor for any amount due under this Agreement is returned for lack of sufficient funds or a closed or non-existent account, Lessee shall pay Lessor a returned check charge in the amount of \$25.00. After one such returned check, Lessor shall have the right to require payments be made in cash or cash-equivalent, such as a cashier's check or money order.

9) **Utilities:** Lessor shall pay for electricity and water. Lessee hereby agrees to make reasonable efforts to conserve the use of all utilities.

10) **Condition of Premises:** Lessee agrees that they have examined the Premises and have found them to be suitable. Lessee agrees to:

- a. Keep the Premises in good order and repair, and upon termination of this Agreement, return the Premises to the Lessor in a conditional identical to that which existed when Lessee took occupancy
- b. Immediately notify Lessor of any defects, malfunctions or dangerous conditions in and about the Premises of which they become aware
- c. Reimburse Lessor for the cost of any repairs to the Premises damaged by Lessee, Lessee's guests/family or Lessee's horses.
  - i. The Lessee hereby agrees to abide by the following rules pertaining to the care of the Premises:
    1. Lessee(s) agrees to maintain watering equipment in good condition and working order and keep hoses off the ground outside the Lessee(s)'s assigned stalls.
    2. Lessee(s) agrees to be responsible for the maintenance and repair of stall(s) rented including walls and doors including, but not limited to, damage caused by Lessee(s)'s horses or due to neglect of Lessee(s).
    3. Lessee(s) agrees to maintain common areas including but not limited to, the aisle ways, rest rooms, office, and wash racks.
    4. Lessee(s) agrees to participate in 4 (four) annual designated and/or

assigned Stable Clean-Up/Workdays. Lessee(s) also agree to perform bathroom/stable foyer clean up duty according to a rotation instituted by Lessor. Lessee(s) agrees to pay \$50.00 for each missed workday and \$50.00 for each bathroom/stable foyer cleanup missed rotation. Lessor may terminate this Agreement should Lessee fail to participate in a workday or clean up rotation and fail to pay the resulting \$50.00 fees.

5. Lessee(s) agrees to maintain all assigned pastures including, but not limited to, fencing wire, electric wire and connectors, electric sources, and removal of debris (especially hay bale strings) excessive manure and branches. Lessee(s) agrees to keep gates closed and locked at all times.
6. Lessee(s) agrees there will be **NO SMOKING** in the Sundance Barns. Smoking allowed in designated areas **ONLY**. Lessee(s) agrees to properly dispose of all cigarette butts.
7. Lessee(s) agrees that there will be **NO ABUSE** of alcoholic beverages in or around the Sundance Barns and surrounding stable property. No alcoholic beverages shall be consumed by persons under the age of 21 in or around the Sundance Barns or the surrounding stable property.
8. All outside Sundance Barn doors and all barn lights must be closed and turned off by the last person(s) leaving the Sundance Barn facilities. In the interest of security, Arena lights may be left on after use.
9. The installation of electric fans or lights of any kind in a stall is prohibited except when approved by the Lessor. The electricity to point of connection (receptacle or junction box) for such a fan or light must be hardwired, running through a hard or flexible metal casing. Type of fan and lighting plus method of installation and connection must be selected to minimize the possibility of a fire and meet local Code. Such installation will be subject to inspection by a licensed electrician. An additional per month fee will be assessed in addition to the monthly stable rental fee for each fan or light installed starting immediately upon installation (see section 4). Monthly cleaning of fans and lights is required for each unit installed.

**11) Care of Animals:** Lessee hereby agrees to abide by the following rules pertaining to the care of the animals kept in the Premises:

- a. Lessee(s) agree that their horse(s) shall be fed and watered twice daily and the stall area must be cleaned at least once daily. Aisles and hay areas are to be swept daily.
- b. Manure must be removed from stall(s) and put in the area designated by the Lessor. Lessor may terminate this Agreement in the event Lessee(s) dumps manure or hay in common areas outside of the area designated by the Lessor.
- c. Lessee(s) agrees that the horses identified on the Horse Information Sheet are not

stallions and that **NO STALLIONS** will be boarded at the Premises. Horses that exhibit aggressive behavior or biting must be completely contained (top stall doors closed or stall guards installed). If a horse is considered to be a threat to the safety of other boarders that horse will be required to be removed. **NO FOALS** will be boarded unless previous arrangements are made with the Stable Manager. The Foal must have its own rented stall. Any structural changes made to the stall(s) to accommodate the foal and its mother must be approved, in advance, by the Lessor and changes will be made at the expense of the Lessee(s) and must be returned to original condition and stall specifications at the expense of the Lessee(s) upon the termination of this Agreement.

- i. Lessee(s) agrees to arrange for and provide food, bedding, blacksmith and veterinary services for their horses.
- ii. An original, current, negative Coggins Certificate (negative test result for Equine Infectious Anemia) and two copies **MUST** be presented by the Lessee(s) prior to or at the time of occupancy the original must be produced for verification only at time of entrance into the Stable facility. Any time a new Coggins Certificate is issued on a horse stabled on Sundance Association property, two copies **MUST** be given to the Stable Manager to update all the files. One copy is for the Sundance Administrative Aide and one copy is for the Stable Manager. If at any time a Coggins is found not to be current or valid, the horse must be **immediately** removed from Stable property until a valid current, negative Coggins is presented. Any guest must have a negative Coggins Certificate for any horse brought on the premises available for inspection by the Stable Manager.
- iii. If a horse appears to be sickly, Lessor or its agents may deny occupancy or may require the Lessee(s) to remove the horse from the Premises immediately. In the case of a highly contagious illness (such as Strangles) the horse may be removed from the grounds for an extended period of time suggested by a veterinarian. Horses coming from quarantined facilities or known to have contagious illnesses will not allowed onto the property without an extended quarantine at a location other than that of the Sundance Stables.
- iv. **QUARANTINE: ONLY** under a veterinarian's directive will the stables be quarantined pursuant to Florida state law.
- v. **THERE WILL BE ONLY ONE HORSE PER STALL.** In case of emergency and if all stalls are filled with horses, or other reasons deemed necessary by the Lessor, short term stall rotation of more than one horse may be approved for a specified timeframe, but under no circumstance will this be allowed on a permanent basis.
- vi. Stall cards requiring information about each horse at the Sundance Stables are required to be placed on each stall per horse boarded at Sundance Stables.

**12) Emergency Care:** In the event of sickness or injury to Lessee(s)'s horse and Lessee(s) being unreachable by Lessor after a reasonable attempt to contact Lessee(s), Lessor is hereby authorized by Lessee(s), as agent for Lessee(s), to call \_\_\_\_\_, D.V.M., or any other licensed veterinarian in the event the

individual identified above is unavailable and Lessor deems it necessary to have immediate attention of a veterinarian for Lessee(s)'s horse. All veterinary fees shall be the sole and exclusive responsibility of the Lessee(s).

**13) Etiquette and Conduct:** Lessee(s) understands and agrees that rude, obnoxious, loud, and anger provoking behavior of any kind will not be tolerated. In the event Lessee(s) engages in any such behavior, Lessor, in its sole and absolute discretion, may immediately terminate this Agreement.

**14) Safety:** Lessee(s) agrees to abide by the following safety rules and regulations and ensure that their family members and guests also abide by the following safety rules and regulations:

- a. Children under 16 years of age must be under adult supervision when entering the stall areas of either barn or when riding horses. To qualify as an adult one must be 18 or older.
- b. Riding horse(s), bicycles, skateboards, motor driven cycles or skating/rollerblading inside the barns is prohibited.
- c. Helmets must be worn when doing any Western Speed or English Jumping activities. The Lessor highly recommends that all riders wear helmets during any riding on Sundance Stable Property.
- d. Jumps may be used and provided by the Lessee(s) at the Lessee(s)'s own risk. The Lessor is not liable for any injuries that might occur during use of said jumps. Jumps are not furnished by the Lessor.
- e. Vehicles should not exceed a ten (10) mile per hour speed limit when entering or exiting the Stable grounds.
- f. All vehicles must be turned off while loading or unloading inside the barns.
- g. Pets must be on a leash and under control by their owner.

**15) Use of Facilities:** Lessee(s) agrees to abide by the following rules and regulations and ensure that their family members and guests also abide by the following rules and regulations:

- a. Arena - Will not be used as a turnout area. This area is to be used for riding and exercising horses.
- b. Round Pen - Will not be used as turnout area. This is to be used for training rider and/or horses.
- c. Pastures – Each Lessee(s) is assigned to a pasture. Turnout time limits are to be worked out among tenants assigned to each pasture. Turnout times are never to exceed 12 hours per horse per day. There can be exceptions where special arrangements are made with the approval of the Lessor due to an injury, illness, and/or veterinary request. All pasture gates are to remain closed at all times.
- d. Recovery Pen - Used as turnout area as needed and assigned by the Stable Manager for horses needing limited turnout for health recovery purposes such as lameness. If not assigned, this pen may be used for monitored turnout if the Lessee(s) is on the grounds.
- e. Main Gate – The gate must be kept locked after dark and gate must remain closed at

all times during the day.

- f. Parking - All vehicles can park in front or in the rear of both barns. Barn entrances shall not be blocked except when vehicles are being loaded or unloaded. The Lessor assumes no liability for damages to vehicles.
- g. Horse Trailers - Will be parked in area designated by the Stable Manager. During any horse activities or shows, parking areas will be temporarily designated. The Lessor assumes no liability for damages to trailers.

**16) Park Access and Passes:** Lessor supports the Little Manatee State Recreation Area, its horse trails, and the private access gate they have allowed Sundance Association, Inc. members to use. Lessee(s) agrees that they will purchase a Little Manatee State Recreation Area park pass if they plan to use the Little Manatee State Recreation Area or Lessor's access gate. Lessee(s)'s failure to purchase such pass constitutes a breach of this Agreement and Lessor may terminate this Agreement due to such breach.

**17) Emergency Accommodations:** Lessee(s) understands and acknowledges that the Sundance Stables is community property, but that it is the Lessee(s)'s responsibility to ensure that their horse(s) are cared for in the case of natural disaster or other emergencies. Additional horses from the community may be accommodated in emergencies on first come, first serve basis with preferential treatment provided to current tenants in the Sundance Stables. Such decision shall be in the Lessor's sole and absolute discretion.

**18) Evacuations:** In the event of flooding, approaching hurricanes, or other natural disasters, the Lessor recommends that Lessee(s) takes advance precautions and evacuates their horses. Lessee(s) understands and acknowledges that the Sundance Stables are not safe for horses or people during such natural disasters. Lessee(s) agrees that their horses are their sole responsibility and that the Lessor is not responsible for injuries or death to Lessee(s), Lessee(s)'s horses, their family members, or guests. In the event of an approaching hurricane, Lessee(s) agrees to place all items that may become airborne including, but not limited to, wheelbarrows, rakes, brooms, tables and chairs, in tack rooms. In the case of fire or other unknown disaster, emergency officials and the Lessor are to be contacted. Horses needing to be removed for structure fires to the Sundance Barn may be placed in any pasture determined to be of safe distance from the fire.

**19) Rules and Regulations:** In addition to the rules and regulations set forth in this Agreement, the Lessee(s) agrees to abide by all of the Rules and Regulations enacted by the Lessor, or Lessor's designated agents including, but not limited to the Stable Manager. Additional rules and regulations enacted by Lessor or Lessor's authorized agents shall be incorporated into this Agreement as if fully set forth herein.

**20) Stable Manager:** Lessor agrees to appoint a person as Stable Manager from all current tenants and Sundance Association, Inc. members in good standing. The Stable Manager shall be an authorized agent of Lessor entitled to enforce all rules and provisions of this Agreement on Lessor's behalf. Lessee(s)'s failure to follow the instructions of the Stable Manager constitutes a breach of this Agreement and Lessor may terminate this Agreement due to such breach.

**21) Default:** If Lessee(s) defaults in the payment of rent or if any default is made in the performance of or compliance with any other term or condition of this Agreement, the Lessor, in Lessor's sole and absolute discretion, may terminate this Agreement. Lessee shall be given written notice of any default or breach, and termination of this Agreement may not occur if within ten (10) days of receipt of such notice, Lessee(s) has cured the default or breach. Lessor shall make a determination as to whether Lessee(s) cured such default or breach in Lessor's sole and absolute discretion.

**22) Assumption of Risk:** Lessee(s) hereby acknowledge that there are inherent risks associated with equine activities and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. Lessee(s) agrees to assume full responsibility for any and all injury or damage caused by his/her actions, or his/her animal's actions, to his/her animal(s), himself/herself, or to any other person, animal or to the facilities. (This includes the replacement of boards of stall structure, fencing, pasture gates and crossties). Lessee(s) also agrees to assume responsibility for the actions of their guests.

**23) Release of Liability and Hold Harmless:** By signing this Agreement, Lessee(s) hereby remises, releases, and forever discharges the Lessor, its members, their families, agents, estates, heirs, trusts, successors, and assignees, from all claims which may hereafter develop or accrue to Lessee(s) on account of, or by reason of, any injury, loss, or damage, which may be suffered by Lessee(s) or by Lessee(s) minor dependents or to any property, because of any matter, thing or condition, negligence, default, or error, relating in any way to Lessee(s) or Lessee(s)'s horses. Lessee(s) agrees to defend and hold Lessor, its members, their families, agents, estates, heirs, trusts, successors, and assignees, harmless from any and all claims arising from damage or injury caused by Lessee(s)'s horse(s) to anyone.

**24) Non-waiver:** Waiver or non-enforcement of any provision of this Agreement on any given occasion or instance shall not be deemed a waiver of any provision in this Agreement on any other occasion or instance.

**25) Entire Agreement:** This Agreement contains the entire agreement between the Lessor and Lessee(s) with respect to the matters set forth herein. This Agreement may only be altered or amended, in whole or in part, by a written instrument setting forth such changes signed by the Lessor and Lessee(s).

**26) Attorney's Fees and Costs:** If a claim or dispute arises out of this Agreement, the





**Appendix I Stall Condition Report**

I have inspected the stall # \_\_\_\_\_, assigned to me on \_\_\_\_\_.

I have inspected and noted the following damage prior to moving in:

---

---

---

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stable Manager:

\_\_\_\_\_  
Date

I have provided 30 days written notice and have left the leased stall in satisfactory condition with no exceptions.

Date of Notice: \_\_\_\_\_

Date of Departure: \_\_\_\_\_

I have noted the following damage, which was determined to be the responsibility of the tenant:

---

---

---

\_\_\_\_\_  
Stable Manager:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

This is documentation to determine Tenant's eligibility to receive their \$50.00 refundable deposit and to be able to return to use the stable facilities by submitting the refundable \$50.00 deposit.

**Appendix II Horse Information Sheet**

Name of Horse: \_\_\_\_\_

Breed: \_\_\_\_\_

Stall #: \_\_\_\_\_

Tenant Name(s): \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Owner of horse if different from Tenant: Name(s) \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Reason for stabling a non-owned horse:

\_\_\_\_ Owner is a family member

\_\_\_\_ Leased horse for equestrian events

\_\_\_\_ Trial basis pending purchase

\_\_\_\_ Other (brief explanation below):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preferred Veterinarian Name: \_\_\_\_\_

Veterinarian Printed Name: \_\_\_\_\_

Veterinarian Contact Number: \_\_\_\_\_

Any known injuries, illnesses, or special veterinary concerns:

\_\_\_\_\_  
\_\_\_\_\_