

# Lease Agreement

## 1. Parties and Purpose

This lease agreement and contract is made and entered into on this 14th day of January 2018, between Richard and Debbie Fincher as Lessor and Safe Haven Equine Rescue and Retirement Home, Inc., a non-profit entity, as Lessee, currently headquartered at 4994 FM 2088, Gilmer, Texas, for the purpose of allowing Safe Haven Equine Rescue and Retirement Home, Inc. to operate as a Rescue and Sanctuary.

## 2. Real Property

The real property involved in this lease is privately owned by Richard and Debbie Fincher and noted on the attached map of 4994 FM 2088, Gilmer, Texas 75644.

## 3. Consideration

A) Safe Haven Equine Rescue and Retirement Home, Inc. is responsible to pay all utilities, all maintenance, all operating expenses, and any capital improvements they deem necessary to operate during this lease period. Further, Safe Haven Equine Rescue and Retirement Home, Inc. is required to carry liability insurance.

B) Any and all property changes (fencing, buildings temporary or permanent, etc.) must be approved by Richard and Debbie Fincher.

C) Safe Haven Equine Rescue and Retirement Home, Inc. is being allowed to use and operate on this property for an annual charge of \$1500.00. This amount may be paid monthly, quarterly, or annually due by the 31<sup>st</sup> of January for each year of the lease period.

D) Richard and Debbie Fincher will retain use of all the leased property during the term of this lease.

## 4. Lessee's Responsibilities Pursuant to the Lease

Lessee shall be solely responsible for the following:

A) Payment of any and all utilities of whatever nature that serves the leased real property or building structure intended to be used by the Lessee;

B) Caring and keeping the real property grounds well maintained and natural landscaping vegetation such as turf, grass, garden plots, etc.;

C) Lessee is responsible for all Lessee's expenses during the term of this lease;

D) Lessee is responsible for providing security for the property as well as for any vandalism that occurs on or to the real property described in paragraph 2;

E) Lessee understands and agrees that Lessee takes the premises in their present condition without any Lessor obligation to improve the property;

F) Lessee shall purchase its own liability insurance;

G) Lessee shall pay all costs and assume all risks associated with its operations;

H) Lessee shall defend Lessor, hold harmless and indemnify Lessor for any claims arising out of Lessee's lease or use of the real property.

5. Term and Renewal

A) The term of this lease agreement shall be from the 1st day of February 2018 to 31st day of January 2020. Lessee shall have the option to vacate the property prior to the end of the term and thus terminate this lease.

B) Lessee shall the option to renew this lease for additional two (2) year term subject to the Lessor review and approval of the terms of any lease renewal determined at the time of renewal.

6. No Subleasing Allowed

Lessee shall not be allowed to sublease the real property described herein.

7. Termination

A) Lessor reserves the right to terminate this lease for just cause at any time.

B) The lease shall terminate one (1) year after written notice of the termination of the lease is served to the Lessee by the Lessor.

8. Binding on Successors in Interest

This lease agreement shall be binding on the parties hereto as well as on their successors, heirs, and assigns.

9. Amendments


Any amendment of this lease agreement must be agreed to in writing.

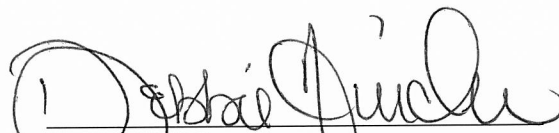
10. Lease Constitutes Entire Agreement

This lease agreement comprises and constitutes the entire agreement between both parties.


11. Severability

In the event any provision of this agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such ruling or holding shall not affect the remaining provisions of this lease agreement.

  
Richard Fincher, Lessor

  
Debbie Fincher, Lessor

  
Kerri Downs, Treasurer, Safe Haven Equine Rescue and Retirement Home, Inc.

  
James Reed, Vice President, Safe Haven Equine Rescue and Retirement Home, Inc.  
Shannon Willis, Board Member