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## EQUESTRIAN CENTER

### Paddock Space Lease Agreement

This Equestrian Center Paddock Space ("Paddock Space") Lease Agreement ("AGREEMENT") is between the Heritage Ranch Owners Association ("HROA"), and

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an HROA member or tenant in good standing ("LESSEE").

1. **Description of Property to be Rented.** HROA agrees to lease to LESSEE one Paddock Space designed to accommodate one horse or two mini horses.
2. **Rent.** This is a month-to-month lease. Payments are due monthly by the first day of each month and become delinquent after the 15<sup>th</sup> of each month. The monthly lease fee is eighty dollars (\$80.00). With the acceptance of the terms and conditions of this AGREEMENT, the first month's lease fees along with a one hundred fifty-dollars (\$150.00) security deposit per Paddock Space are to be paid. The security deposit is non-interest bearing and is refundable upon termination of this AGREEMENT.

LESSEE shall be required to provide HROA with thirty (30) days' written notice of their intention to vacate the assigned Paddock Space(S).

3. **Security Deposit.** LESSEE will deposit with HROA the sum of one hundred fifty dollars (\$150.00) as a security deposit per Paddock Space leased which will be held for the faithful performance by LESSEE of his/her/their obligations under this AGREEMENT. Upon LESSEE vacating this lease, HROA shall inspect the Paddock Space for damages or abandoned materials. Any damages/or abandoned materials noted will be repaired and/or removed at LESSEE's expense with costs deducted from the security deposit or assessed to the member account. Any remaining funds will be returned to vacating LESSEE with an itemized list of costs and repairs, within fifteen (15) days.

If all or any portion of LESSEE's security deposit is applied by HROA during the term of this AGREEMENT to make necessary repairs to the premises, HROA may demand that LESSEE replenish the full amount so applied. LESSEE's failure to replenish such amount within thirty (30) days after written demand by HROA will constitute a material breach of this AGREEMENT, and subject lease to cancellation. HROA's written demand for replenishment will include an itemized statement describing the disposition of the security deposit.

4. **Individuals Authorized to Use Paddock Space.**  
The Paddock Space will be used only by LESSEE.

All Equestrian Center Boarders, Members and Tenants must remain in good standing with the Association in order to use the Equestrian Center. (See Membership Handbook Section 1, "Purpose of Handbook," for the definition of "good standing")

5. **Indemnification of HROA.** LESSEE agrees to indemnify, defend and hold harmless HROA from any liability arising before termination of this AGREEMENT for personal injuries or property damage caused by the negligent, willful, or intentional conduct of LESSEE or his/her/their guests or whenever immediate physical action is required by any HROA representative to prevent further damage to either personal property or the environment as outlined in the Membership Handbook – Rules and Regulations. HROA shall not be liable to LESSEE for any loss due to theft, vandalism, fire, collision or natural disaster unless found negligent.
6. **Assignment and Subletting.** LESSEE may not sublet the PADDOCK SPACE under any circumstances.
7. **Guest Horses.** Guest horses are the responsibility of the LESSEE. Prior to occupying a stall in the Guest Barn, LESSEES must submit a Guest Horse Application, provide current vaccination certifications and pay Guest Horse Fees.
8. **Use of Premises.** The PADDOCK SPACE is rented to LESSEE for personal purposes only and may not be used by LESSEE for any commercial or other purpose.
9. **LESSEE Obligations.** LESSEE agrees to perform the following obligations:
  - A. To comply with ALL rules and regulations of HROA pertaining to Common Areas and Amenities including those addressed by HROA governing documents including the Membership Handbook – Rules and Regulations and comply with all posted Equestrian Center rules.
  - B. Prior to bringing any horse (s) to the Equestrian Center, provide HROA with a copy of current vaccination certificates for all LESSEE's horses that are boarded in the Equestrian Center.
  - C. To provide HROA with proof of homeowner's insurance or an umbrella policy with minimum coverage of no less than \$300,000 in personal liability and property damage and must also name "Heritage Ranch Owners Association" as "certificate holder."
  - D. To keep only authorized horse(s) in each PADDOCK SPACE.
  - E. To refrain from destroying, defacing, damaging, impairing or removing any HROA property or equipment in the Equestrian Center or permitting any person to commit such acts.
  - F. LESSEE may not disturb, annoy, endanger, or interfere with other PADDOCK SPACE LESSEES or his/her/their guests.
  - G. LESSEE may not use the PADDOCK SPACE for any unlawful purpose, violate any law or ordinance, or commit waste or nuisance in connection with his/her/their use of the PADDOCK SPACE.

- H. LESSEE shall refrain from leaving personal property etc. near the PADDOCK SPACE unattended, and shall refrain from obstructing alleys, Common Areas, and roadways.
  - I. LESSEE shall not alter the PADDOCK SPACE, sheds, shelters or Common Areas in any way without expressed approval from HROA Management or its designated representative.
  - J. LESSEE shall remove all items from the leased PADDOCK SPACE when the lease is terminated and will be held financially responsible for payment of demolition or trash removal of any kind. Any items left after thirty (30) days will have a zero value and may be kept or disposed of by HROA.
  - K. To remove the horses from the PADDOCK SPACE when requested by HROA for maintenance, operations or safety.
  - L. If repairs are necessary, the LESSEE shall inform HROA of the need for such repairs via a written form available at the HROA Member Services Office.
10. **Lease Termination by LESSEE.** In the event that LESSEE terminates the AGREEMENT, or otherwise vacates the PADDOCK SPACE with less than thirty (30) days' notice, LESSEE shall not be entitled to any refund.
11. **Early Termination by HROA.** In the event that any of the following occurs, it shall be cause for immediate termination of this AGREEMENT by HROA at which time LESSEE shall not be entitled to any refund.
- A. LESSEE neglects or mistreats any animal at the Equestrian Center
  - B. LESSEE fails to remain compliant with the Membership Handbook - Rules and Regulations and all HROA governing documents
  - C. LESSEE fails to make any payment within thirty (30) days of the delinquent date
  - D. LESSEE fails to maintain their good standing with HROA for any thirty (30) day period
  - E. LESSEE's insurance coverage is lapsed or cancelled due to nonpayment by LESSEE
  - F. LESSEE's insurance coverage is cancelled due to other than nonpayment; and LESSEE fails to cure within thirty (30) days
  - G. LESSEE is no longer an owner or tenant associated with HROA
  - H. LESSEE fails to register horse(s) located in a PADDOCK SPACE with HROA within five (5) days of written notice by HROA by warning, citation or letter
  - I. LESSEE fails to provide vaccination certifications for any horse(s) located in a PADDOCK SPACE with HROA within five (5) days of written notice by HROA by warning, citation or letter
  - J. LESSEE fails to register Guest Horses and/or provide vaccination, and insurance certificates

12. **Attorney's Fees.** In any legal action brought by either party to enforce the terms of this AGREEMENT, the prevailing party is entitled to all costs incurred in connection with such action, including reasonable attorney's fees.
13. **Entire AGREEMENT.** This AGREEMENT contains all the agreements of the parties and cannot be amended or modified except by written agreement, authorized in writing by the HROA Board of Directors.
14. **Registration of Horses:** LESSEE shall submit an Equestrian Center Information Form to HROA for all horses held in LESSEE's name that will reside in the PADDOCK SPACE. This information must be kept current.
15. **Service of Notices.** For the purpose of service of process of notices and demands. This information must be kept current.

LESSEE's address is \_\_\_\_\_

LESSEE's Phone # is (\_\_\_\_) \_\_\_\_\_

Alternate Phone # is (\_\_\_\_) \_\_\_\_\_

LESSEE's email address is \_\_\_\_\_

Notices, demands and service of process for HROA may be served on HROA at the following address: 2130 Heritage Loop Road, Paso Robles, CA 93446

**LESSEE:**

\_\_\_\_\_ Date: \_\_\_\_\_

LESSEE Signature

\_\_\_\_\_

Printed Name

Account

Lot/Tract

**HROA:**

\_\_\_\_\_ Date: \_\_\_\_\_

HROA Authorized Signature

\_\_\_\_\_ Space # Assigned \_\_\_\_\_

Printed Name and Title

Attachments:

HROA Membership Handbook – Rules and Regulations. Equestrian Center Operating Rules are Section 6

Equestrian Center Information Form

Equestrian Center AEC Memorandum, Application, Plot Plan and Checklist

Equestrian Center Feeder Duties Summary

Guest Horse Instructions and Application