

## **Equestrian yard lease: stables and other facilities**

**Date of lease:** [Date]

**The Landlord:** [Name]

**The Tenant:** [Name]

**Lease of:** [property address]

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The Landlord is: [name]

of [address]

The Tenant is: [name]

of [address]

The Guarantor is: [name]

of [address]

Start date of lease: [date]

End date of lease: [date]

## 1. Definitions

In this lease the following words shall have the meanings shown unless it is clear from :

“Conduit” means any medium through which a service is

“Insurance Rent” means the premium, net of any commission, paid by the Landlord to

“Horse” Includes any equine.

“Landlord” includes the person or persons from time to time entitled to possession of the

“Property” means all of the land and buildings at: [“full postal  
”].

“Rent” means the rent payable under this lease, namely \$ [ ]

“Rent Review Date” means every [third] anniversary of the start date of the lease. A reference to the Rent

“Security Deposit” means the sum paid by the Tenant to the

Landlord as a deposit against any breach

“Sign” means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the Property let by this

“Term” means a term of [number] years [ / ]

“Use Allowed” means use as [an equestrian business] or any other use to which the Landlord consents (and the Landlord is not entitled ).

## 2. Interpretation

In this lease unless the context otherwise requires:

- 2.1. whenever more than one person or company is the tenant or the guarantor, their obligations can be enforced against
- 2.2. any agreement by any party not to do or omit to do something is deemed to include an obligation not to allow or permit ;
- 2.3. the headings to the paragraphs and schedules (if any) of ;
- 2.4. All money sums mentioned in this lease are calculated net of GST/HST, which will be charged when
- 2.5. a reference to a right of the Landlord to have access to the Property is to be construed as extending to any head landlord or mortgagee

- 2.6. a reference to “the last year of the Term” or to the “end of the Term” is a reference to
- 2.7. it is certified that there is no agreement for lease
- 2.8. nothing in this lease or in any consent granted by the Landlord under this lease implies that the

### **3. Entire agreement**

- 3.1. This lease contains the entire agreement between the parties and supersedes all
- 3.2. Each party acknowledges that, in entering into this lease, he does not rely on any representation, warranty, information or document or other term not forming part [ ]
- 3.3. Conditions, warranties or other terms implied by statute or common law are excluded from this

### **4. The lease**

- 4.1. By this lease the Landlord lets and the Tenant takes the Property for the Term at the Rent and subject
- 4.2. The Property is let subject to all rights, easements, restrictions, covenants
- 4.3. The rights specified in Schedule 1 are expressly
- 4.4. All payments which may be due by the Tenant to the Landlord from time to time shall

4.5. Except so far as provided in this lease, the Landlord warrants that he will not interfere with Tenant's peaceful use

## 5. Rent and other payments

5.1. The Tenant shall pay to the Landlord:

5.1.1 the Rent, in advance, without any deduction whether  
[ / ]  
[ / ]  
].

5.1.2 the Insurance Rent;

5.1.3 fair proportion (decided by a surveyor nominated by the Landlord) of the

5.2. For each of the above payments, an appropriate

5.3. The Tenant shall also pay:

5.3.1 the cost of any  
;

5.3.2 the costs and expenses ( )  
:

5.3.2.1 dealing with any application by  
;

5.3.2.2 preparing and serving a notice of a  
;

5.3.2.3 preparing and serving a

5.4. Payments to the Landlord shall be made by [direct debit /  
 / ] ,

5.5. [Despite the above provisions, the  
 [ ] [ ]  
 / ]].

## 6. Interest

All the payments to the Landlord referred to in paragraph 5 and elsewhere in this lease are payable on demand and if any payment is more [ ]  
 ] ,  
 ,  
 [ 8 % ] .

## 7. Further Payments

The Tenant agrees ,  
 :

7.1. all periodic rates and other taxes, relating to the Property, including  
 ( ) ,  
 ;

7.2. all charges for services ;

7.3. the cost of the grant, renewal or continuation of  
 ,  
 ;

7.4. a registration fee of \$ [100] for each document ,

## 8. Condition and repair

In relation to \_\_\_\_\_ :

- 8.1. use the Property only for the Use Allowed;
- 8.2. maintain the state \_\_\_\_\_ ;
- 8.3. maintain all gates and fencing by using \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ .
- 8.4. decorate the inside and the outside of the buildings on the Property in every [fifth] year of the lease and in the last \_\_\_\_\_ ( \_\_\_\_\_ ).  
\_\_\_\_\_  
\_\_\_\_\_ ,  
\_\_\_\_\_  
\_\_\_\_\_ ;
- 8.5. at least once in every \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ ;
- 8.6. maintain and keep clean the exterior \_\_\_\_\_ , \_\_\_\_\_ ;
- 8.7. clean, maintain and keep free from \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ ;
- 8.8. maintain the surfaces of \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ ;
- 8.9. maintain good and \_\_\_\_\_ .
- 8.10. use only workmen and \_\_\_\_\_ .

## 9. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

- 9.1. use the Property only for the use allowed.



- 9.2. give the Landlord a copy of
- 9.3. provide a written notice to the
- 9.4. immediately notify the Landlord of any encroachment on the Property
- 9.5. take steps by agreement with the Landlord and at
- 9.6. comply with the terms of every law regulating
- 9.7. comply with all laws

## 10. Restrictions on Tenant

The Tenant

- 10.1. sleep overnight on the
- 10.2. apply for planning permission relating to the
- 10.3. make any connection to or in any Conduit;
- 10.4. store or leave goods or detritus
- 10.5. fix to the Property any pole
- 10.6. pour into any pipe or drain any trade waste or

- ;
- 10.7. bring onto the Property  
;
- 10.8. remove or change  
,  
;
- 10.9. remove from the  
;
- 10.10. obstruct any window on the Property;
- 10.11. cause any nuisance  
;
- 10.12. bring, keep or allow animals other than Horses, dogs  
;
- 10.13. play or use in the Property any musical instrument, audio or  
;
- 10.14. cease carrying on business in the Property or leave  
[            ]
- 10.15. do anything which might  
;
- 10.16. change or install any locks and other  
;
- 10.17. use the Property for any activity which is dangerous, offensive,  
 noxious,  
,  
;

## 11. Agricultural restrictions on Tenant

The Tenant shall not:

11.1. deposit or bury any rubbish on the Property;

11.2. bring onto or allow to remain on the Property

;

11.3. over-graze

;

11.4. allow unsupervised

;

11.5. introduce any disease affecting the Property;

11.6. spill any chemical on the Property;

11.7. contaminate or obstruct

;

11.8. cut or fell any tree or change

;

But that he will:

11.9. spray herbicides only of types in permitted agricultural use; spray and use only in

[

12345

];

11.10. keep the land clean and free from

,

,

,

;

11.11. collect dung from all areas

;

11.12. collect dung from the arena at least daily.

11.13. as against the Landlord, accept responsibility for all

.

## 12. Competitions, vehicles and grassland damage

The Tenant shall not conduct any , :

12.1. Insurance shall be taken out by the Tenant with a reputable company to cover all usual

;

12.2. Not more than [20] vehicles at one time shall be [ 28 ]

;

12.3. No caravan shall be brought , ;

12.4. Suitable and adequate toilet facilities shall be provided;

12.5. The grassland shall be ;

12.6. Grassland where the grass has been worn by vehicles -

.

## 13. Signs and advertisements

13.1. The Tenant may , :

13.1.1 At or before commencement of the lease, and thereafter not more than once in each ,

, , , ,

, ,

.

13.1.2 The Landlord is under no obligation

- .

13.1.3 The Landlord may approve any Sign subject

, , , , ,  
.

13.2. The Tenant accepts full liability for and indemnifies the Landlord

, , ,  
.

## 14. Goods and vehicles

The Tenant agrees that he will not:

14.1. park any vehicle except

;

OR

14.2. park more than [number] cars

,  
;

14.3. load or unload

;

14.4. park any commercial

.

## 15. Default notice by Landlord

15.1. If the Tenant is in default of any provision of this

,

.

15.2. If the Tenant fails to remedy the default within seven

,

.

## 16. Assignment of the lease

16.1. Except as specified in this lease,

16.2. The Tenant may

16.3. The Tenant may not assign

16.4. The Tenant may assign or transfer his interest

16.5. The Landlord may not

16.6. It is a good reason (among other good reasons)

:

16.6.1 the proposed transferee is less likely to be able

/

;

16.6.2 the Tenant owes money to the Landlord;

16.6.3 there is no satisfactory guarantor of the assignee

( )

16.7. In giving consent,

:

16.7.1 the assignee shall not

16.7.2 the assignment shall impose an

16.7.3 the assignee shall enter into direct

16.8. Within [four] weeks after the Property is assigned ( ),  
\$  
[ 10 , 000 ].

## 17. Tenant indemnifies Landlord

The Tenant agrees to indemnify the Landlord against all losses arising directly or indirectly out of any ,

## 18. The Security Deposit

18.1. The Landlord confirms that he has \$ [ ]

18.2. The Landlord may use the Security Deposit

18.3. If the :

18.3.1 he will tell ;

18.3.2 the rights or

18.3.3 the sum used is repayable to the Landlord [ ]

## 19. Insurance

19.1. "Insured Risks" means:

19.1.1 the risks of loss or damage by any naturally occurring event, fire, explosion, terrorism, civil commotion, malicious damage,

( ),

;

19.1.2 that definition is subject

,

.

19.2. A risk shall cease to be treated

.

19.3. The Landlord will keep the Property insured with reputable insurers

[ , ]

19.4. If damage is caused to the Property by an Insured Risk, the Landlord will

(

).

19.5. Once a year, if the Tenant asks,

.

19.6. Provided that the Tenant is not responsible for any damage for which the Landlord is compensated under the

,

,

, :

19.6.1 The Tenant need not

.

19.6.2 If at any time it seems unlikely that the Property will be fully restored within three years from

,

(

)

[ ]

.

19.7. If either party duly

,

:

19.7.1 the insurance money belongs to the Landlord;

19.7.2 the Landlord's obligation to make good damage ceases;



19.7.3 all other provisions shall apply as

## 20. Access for Landlord

The Tenant is to give the Landlord,

20.1. to inspect the condition

20.2. to do works

20.3. to comply with any statutory obligation;

20.4. allow the Landlord, during the [last six months ]

20.5.

20.6. to value the Property;

20.7.

Conditions for access for the Landlord are:

20.8.

20.9.

20.10.

## 21. Guarantor(s)

The Guarantor agrees:

21.1.

21.2.

[ ],

*OR*

21.3. [

].

21.4.

21.5.

21.6.

[ 28 ]

21.7.

21.8.

21.9. The new lease will be:

21.9.1

;

21.9.2 at the Rent then payable under this lease;

21.9.3

,

.

21.10.

.

21.11.

,

## **22. Provision for premature termination**

22.1.

[ ]

,

22.2.

,

,

22.3.

## **23. Forfeiture**

23.1.

:

23.1.1

[ 28 ]

;

23.1.2

;

23.1.3

( )

,

,

;

23.1.4

,

,

,

)

;

23.1.5

;

23.1.6

[ 21 ]

23.2.

## 24. Rent review

24.1.

24.2. [ ]

(

),

24.3.

[ 20 %]

OR

24.4.

OR

24.5.

24.6.

24.6.1

24.6.2 the Property is vacant;

24.6.3 the Property can immediately be used;

24.6.4

24.6.5

24.6.6

24.7.

24.8.

24.9.

24.10.

[ 8 ] %

## 25. At the end of the lease

When this lease ends:

25.1. the Tenant must:

25.1.1

;

25.1.2

;

25.1.3 ( )

;

25.2.

[ 14 ]

25.3.

,

## 26. Other matters

26.1.

26.2.

26.3.

26.4.

26.5.

26.6.

26.7.

26.8. [

].

26.9.

It shall be deemed to have been delivered:

;

72 ;

- : 24

. [

- . ,

]

26.10.

,

26.11.

,

]

[

[ ]

Signed as a deed by or for the Landlord [write name] (who certifies that he has proper authority to sign)

: .....

Witness: signature:

Name:

Address:



Signed as a deed by or for the Tenant [\[write name\]](#) (who certifies that he has proper authority to sign)

: .....

Witness: signature:

Name:

Address:

Signed as a deed by the Guarantor [\[write name\]](#)

: .....

Witness: signature:

Name:

Address:

## Schedule 1 - rights expressly reserved

1.

2.

3.

4.

5.

6.

## Consent of Non-Owning Spouse

, [ ] - [ ]  
.  
/  
[ ]  
.

[Signature of Non-Owning Spouse]

## Certificate of Acknowledgement

[ ] [ ]

- [ ], [ ]

/

-

:

- ;
- understands his or her rights in the homestead.

,

,

/

,

,

.

Signature

[Lawyer, Notary Public, Justice of the  
Peace, Registrar of Land Titles Office]

**Affidavit of Landlord**

, [ ] [ ] [ ] ,  
:

- 1. I am the landlord.
- 2.

OR

I have no spouse.

OR

- 3.

OR

- 4.

OR

- 5.

/  
( ) ( )  
)

OR

- 6.

Sworn before me at \_\_\_\_\_ )  
in the Province of \_\_\_\_\_ )  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. )

( )

[Signature of Landlord]

# Explanatory notes:

## Equestrian yard lease: stables and other facilities

### Paragraph specific notes

Notes referable to specific numbered paragraphs

#### 1. Definitions

Make sure you insert the amount of the rent. This is the only  
!

**Conduit** is an ancient word for a pipe. In law it has a wider meaning, as we have defined

**Insurance rent:** landlords have special powers to obtain rent which are not available for the collection of other debts. It is therefore always advantageous to specify that monies due to a landlord should be treated as rent, as they are in this lease. Insurance rent is a commonly used term.

“ ”

**Property:** substitute some alternative word if you wish. We cannot over emphasise the importance of a full specification of the subject matter of the lease. If it is complicated you could put it in a schedule. The best way is a description which refers to

A good plan may also throw up unresolved side issues such as where the bins go and whether the landlord can park a

A further tip is to take photographs, particularly close-up to any feature, so that the condition is clear. If the Property is in excellent condition, the landlord will benefit most from photographs. If the Property is in poor condition, then it is the tenant who

**Rent:** is generally calculated in \$ per square foot or \$ per square metre, but the calculation rarely appears in the lease. The landlord will often specify a particular round sum when a property is advertised. Like

**Rent review:** an option. In or out. You choose. Historically, reviews were agreed at five yearly intervals. For this short lease we suggest three or four

years would be more

**Security deposit:** whether you decide to take a security deposit or not

**Use allowed:** When a rent review comes up, the landlord will claim rent based on the open market value for the Use Allowed. The question of user is of course more important in longer leases where the use is much more likely to change over time. It is a mistake for the landlord to fix the use paragraph narrowly - perhaps with the thought that if the landlord needs to change the use

The point he misses is that at a rent review the new rent will be calculated by reference to the rack rent (then current rent) payable in the open market. Clearly, that market rent will be highest when the property can be used for many uses and lowest, when the use is restricted to a single, low value use. A landlord should therefore think

## 2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of them

## 3. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on, let them be listed here, so that both parties know the basis of the deal.

## 4. The lease

This paragraph covers a reservation of general rights. In addition, we have provided for a schedule of rights. The reason is: first, you may wish to use a schedule for the avoidance of doubt and second, the schedule could contain rights which you want to reserve from now, but which previously did not exist.



It is usual for only the cost of insurance to be treated as rent (and usually referred to as "Insurance rent"). The addition here of other expenses is

This paragraph also contains the usual landlords warranty for "quiet enjoyment". You

## **5. Rent and other payments**

This paragraph contains detailed commercial terms. Make sure every word

Important: the last sub-paragraph provides for a rent free period. However, it is better practice to deal with any money concession to the tenant in a side letter and to leave the lease showing the full amount of the rent payable. This ensures that you do

## **6. Interest**

This provision crystallises the landlord's entitlement when otherwise he may be entitled to

## **7. Further payments**

We have no comment.

## **8. Condition and repair**

The first ten items here are usual. Sub paragraph 2 refers to condition as at today. This is done through a "schedule of dilapidations". The parties jointly appoint a surveyor to provide a list of all the deficiencies in the buildings. It should then be possible to agree that the tenant has no obligation

Generally, you should make sure this paragraph ties in with

Decoration: the specification for redecoration and the frequency are a matter for negotiation. Many landlords are not too concerned about the quality of the interior decoration,

This lease document will be used by landlords with widely different properties let for an even wider array of uses. There may be

## **9. Tenant's positive obligations**

Encroachments happen constantly and unexpectedly. Once a neighbour has committed to the construction of a large adjacent building, the only practical remedy is damages.

It is important to a landlord that the tenant takes the responsibility for compliance with the law. Most law relating to a building places the prime obligation on the

## **10. Restrictions on Tenant**

Here is a long

It is important to prevent anyone sleeping habitually on the

## **11. Agricultural restrictions on Tenant**

We provide here a menu of suggestions.

## **12. Competitions, vehicles and grassland damage**

This paragraph provides addition points specific to equestrian use. We do not pretend

## **13. Signs and advertisements**

Traditionally drawn leases fail to cover the many possibilities for visual impact. We take the view that a landlord is entitled to know about, and approve what his tenant wishes to show.

If a sign affect the use or enjoyment of adjacent or neighbouring premises of the landlord,

“ ”

Because the requirements of every tenant will be different, we recommend that the landlord prepares a specification for a new tenant as to what is

For a multi-let property, the landlord will no doubt

#### **14. Goods and vehicles**

Land around a building is often forgotten in lease provisions. Consider what is the land use and state of it. It is important to the landlord to maintain the amenity of

#### **15. Default notice by Landlord**

This paragraph provides a practical solution to the dilemma facing a landlord when the tenant is in breach but fails to take action. It may be

#### **16. Assignment of the Lease**

When a tenant no longer requires property, he will have to transfer it to some other person in order to avoid the continuing obligation to pay the rent.

#### **17. Tenant indemnifies Landlord**

Few draftsmen include an indemnity in a lease because the tenant's covenants are precise and a simple recourse is to sue on a breach. However,

#### **18. The Security Deposit**

Up to the landlord to decide whether

#### **19. Insurance**

Either party may insure. The most satisfactory arrangement is for the landlord to insure his interest, namely the buildings, structure, and fixed assets,

A current issue with insurance is where the insurer draws

The landlord should be sure that he is able to provide the cover he promises in

## **20. Access for Landlord**

Essential, but the tenant

## **21. Guarantor**

The words have been chosen very carefully for an area

Whether a guarantor is required is entirely a commercial decision. We suggest that in the case of a grant to a limited company, you should always obtain personal

The guarantee provisions in this lease are stronger than most tenants would like. In particular, the guarantor remains in place after an

The last sub paragraph refers to the position

## **22. Provision for premature termination**

Otherwise known as a “break clause”, that is a provision for the tenant to give notice, at some particular point in time, to terminate the lease

## **23. Forfeiture**

"Forfeit", as used here, is a legal term - a relic from

## **24. Rent review**

We provide for three clear alternatives:

- The rent is
- the rent
- The

The purpose of a rent review is to bring the rent into line with rents

Most rent review provisions allow for "upwards only" review. Occasionally this

We have provided

Note that we have not provided the usual arbitration procedure. We take the view that the parties can easily arrange arbitration if

## **25. At the end of the lease**

These provisions simply tie up loose ends.

If the tenant has fitted out the premises

## **26. Other matters**

Apart from the

A provision for mediation has been included in place of the more usual

## **Schedule 1 Rights reserved**

Reserved rights are rights which the landlord is keeping back from the grant of the lease. It is usually unnecessary to specify them

\_\_\_\_\_,  
(  
)

### Consent of Non-Owning Spouse

A sample form, Consent of Non-Owning Spouse, is provided. The  
( )

The Homesteads Act requires that the landlord's non-owning spouse give  
written consent ( )  
" "

### Certificate of Acknowledgement

The Homesteads Act also requires that the non-owning spouse appear before  
a solicitor, notary public, justice of the peace, or court judge to have "The  
Certificate of Acknowledgement" completed.

\_\_\_\_\_  
/

" - / " /

"

### Affidavit of Landlord

Complete the Affidavit of Landlord form if the landlord has no spouse,

**End of notes**