

KEY WEST POLICE DEPARTMENT
MOUNTED PATROL
HORSE LEASE AGREEMENT

This is a lease between the Key West Police Department (KWPD); and the undersigned owner **Tammy Clark** (owner) for the lease of a horse named **COCO** for a period of one (1) year commencing on **April 1, 2008**. It is agreed between the parties that:

1. KWPD will pay the owner the sum of ten dollar (\$10.00) for the lease of the above named horse for a period of (1) year.
2. During the above stated one (1) year lease period, the horse will be on-call and available to KWPD for use in law enforcement related activities, as well as public relations activities and other purposes under the direction of KWPD, however, the owner shall also have the right to utilize the horse for personal use during the lease period.
3. The owner agrees to maintain the named horse in healthy condition at the owner's expense during the one (1) year lease period. The owner also agrees to be responsible at his/her personal expense for the normal day to day care, maintenance, feeding, farrier service and dental care, as well as veterinary services that are not needed as a result of a duty-related injury. Further, the owner agrees to be responsible for securing housing for the horse at his/her personal expense unless such housing can be provided by the City.
4. KWPD will assume responsibility under the terms of Florida Statute 768.28 for injuries to others or damage to property of others arising from the use of the named horse, while engaged in law enforcement related activities under the direction of KWPD. However, KWPD does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.
5. KWPD assumes limited responsibility for the reasonable cost of veterinarian care for the named horse only for injuries sustained by the horse during law enforcement or other department authorized activities. The maximum amount KWPD will pay for veterinarian care is two thousand five hundred dollars (\$2,500.00). If the anticipated cost of veterinarian care is expected to exceed two thousand five hundred dollars (\$2,500.00) the owner may choose to have the horse destroyed and receive compensation of two thousand five hundred dollars (\$2,500.00) for the death of the horse, or pay the excess amount himself/herself and take the horse out of KWPD Mounted Patrol service.
6. All expenses to the City of Key West that may be incurred as a result of execution of this lease may be funded by monies that have been donated to the Key West Police Department's Mounted Patrol Fund, or from the police department's general fund.
7. KWPD shall not be responsible for damage to personal property of the owner or personal property of another used by the owner during the law enforcement related or other department authorized activities of KWPD Mounted Patrol while utilizing the above named horse.

8. The undersigned owner has read the Key West Police Department's General Order and other related written directives pertaining to the KWPD Mounted Patrol, and agrees to comply with those outlined directives / procedures.
9. Either party may terminate this lease agreement with or without cause upon notice to the other party.
10. This agreement is automatically renewable annually unless terminated by either party in accordance with paragraph 9 of this agreement.

This is the entire agreement between the parties regarding the leased horse and the responsibilities of the parties. Further, the parties have read this document, understand their duties and responsibilities according to this lease, and agree to the terms as evidence by the signatures below.

Approved by the Chief of Police:

William A. Mauldin

The undersigned enter into this agreement on the _____ day of _____, 200____.

_____	_____	_____	_____
Jim Scholl	Date Signed	Tammy Clark	Date Signed
Key West City Manager		Owner of Above Horse	