

This LEASE CONTRACT is entered into on this _____ day of _____, _____, by and between _____, hereinafter designated "Owner," and _____, hereinafter designated "User," and if User is a minor, User's parent or guardian _____. Owner agrees to lease Owner's horse _____, Reg. No. _____ to User; and, it is the plan and intention of User to lease this horse, subject to the following terms and conditions:

1. The fair market value of horse for purposes of lease and insurance is agreed to be \$ _____.

2. The User shall pay Owner \$ _____ per month for a minimum of _____ months to lease horse. A security deposit of \$ _____ is payable upon execution of this Lease and shall be refunded within thirty (30) days after its completion.

3. The User may use horse for following purposes only:

A. ☐ Breeding B. ☐ Pleasure riding by User only

C. ☐ Competitive Showing

D. ☐ Income production from lessons/rentals

E. ☐ Other _____

4. It is the responsibility of ☐ Owner ☐ User to carry full insurance on horse. Required _____

Insurance Agency & telephone _____

5. Horse shall be stabled at this location _____ and not moved without consent of Owner, and shall be kept in a ☐ box stall, ☐ pasture, ☐ Other _____, and cared for in a generally accepted and husbandlike manner. The User shall be responsible for day to day care and maintenance of horse.

6. User is aware horse has (does not have ☐) special conditions which requires special medical attention/medicine and/or farrier treatments. The cost of these conditions shall be paid by ☐ User, ☐ Owner. The User acknowledges horse ☐ cribs, ☐ weaves, ☐ is navicular, ☐ requires special shoes, ☐ requires special medicine, ☐ requires other _____

and leases horse with full knowledge of these facts.

7. User assumes responsibility for arranging routine/ordinary and/or necessary veterinarian and farrier services. All routine/ordinary veterinarian and farrier expenses shall be paid by ☐ User, ☐ Owner.

8. A. In the event of a non-routine medical situation, User shall take all necessary steps to ensure the safety and welfare of horse; and, contact Owner to advise of the situation.

B. In an emergency where User is unable to contact Owner, User may treat horse according to veterinarian recommendations; furthermore, if the accident/injury is deemed to be fatal, or where the cost of treatment is estimated by veterinarian to be over _____

\$ _____, User ☐ may ☐ may not authorize the humane death of horse by veterinarian.

C. User is responsible for A ☐ all non-routine expenses, or B ☐ all non-routine expenses up to \$ _____ and Owner shall be responsible for all expenses over that amount.

9. Both parties agree Owner, Owner's agents and employees are not liable for death, sickness and/or accident including consequential damages caused by Owner's horse unless such was caused by the willful and wanton gross negligence of Owner.

10. User will maintain a regular and proper worming, immunization, medication, and farrier schedule and keep permanent records.

11. This Lease shall begin on or about _____, and shall be concluded on or about _____

and/or when _____. Upon Thirty (30) days written notice to Owner, after this date _____, User may terminate this Lease for any reason. Owner shall be paid for all fees incurred up to termination date. After all fees have been paid this lease is concluded. Furthermore, this Lease can be immediately terminated without liability if, in Owner's opinion, the horse is not being cared for in a suitable manner.

12. The Owner shall approve of any necessary shipping arrangements for horse to and from User's stable. User shall be responsible for all shipping costs incurred and shall bear the risk of loss during shipping.

13. This Lease is non-assignable and non-transferable. It is entered into in the State of _____ and shall be enforced and interpreted under the laws of this State. Should any clause be in conflict with State law, that individual clause shall be null and void.

14. Should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach.

15. This Contract represents the entire agreement between the parties. No other agreements, verbal or implied, are included unless specifically stated in this written contract. Additional agreements should be individually initialled by each party, if there are none check box ☐ _____

When Owner and User and User's parent or guardian (if User is a minor) sign this Lease, it will then be binding on both parties, subject to the above terms and conditions.

User's Signature _____ Date _____ Owner's Signature _____ Date _____

User's Guardian Signature _____ Date _____ Owner's Agent's Signature _____ Date _____

Address of User including phone numbers _____

Description of animal to be leased, include: breed, color & markings, age, sex, brands, tatoos, height, weight, distinguishing marks. _____

Security deposit of \$ _____ received on _____ by _____

This Contract may not be suitable for all situations. Fauna Forms, Inc. recommends you consult your attorney for advice.
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