

Equine Lease Agreement Sample

This form is to be used as an example only.

This is not to be used as a legal form and was not written by a lawyer. If you are looking for a legal document you should always seek legal advice from a lawyer who specializes in the Equine Industry.

TrentRiders.com cannot be held responsible for the use of these forms in any manner, nor are we offering legal advice by placing these forms online.

By downloading and using these forms, you agree to the above terms.

This agreement is entered into by _____ (Lessee)
and _____ (Lessor) for the agreed upon fee of \$_____ Canadian
dollars, (**specify one**) per month, year, or term of _____ days.

Details of Horse to be Leased and referred to in this agreement:

Name: _____

Age: _____

Color: _____

Tattoo or brand: _____

Height: _____

Scars or other markings: _____

Location of horse at the beginning date of this agreement:

Lessor warrants that he/she is the owner of the horse _____, and agrees to lease said horse to _____ (lessee) subject to the following terms of this Agreement; and Whereas, Lessee warrants that s/he agrees to lease said horse subject to the following terms and conditions;

The parties agree as follows:

1. Term

The term of this lease shall commence on _____, 20__, and terminate on _____, 20__, unless the parties agree in writing to continue the term of this lease in which case the new term shall be attached hereto, signed and dated by both parties, and these same terms and conditions shall apply.

The Lessee may return the said horse to the Lessee prior to the agreed upon date of this agreement if the following terms are met:

- a.) The Lessee must give the Lessee _____ days notice, prior to returning the said horse.
- b.) Monthly lease fees are paid to full term including a penalty fee of \$_____

- c.) The Lessee must provide and pay for transportation for the horse back to the choice of facility of the Lessee, which must not exceed the total number of Kilometers to where the horse was homed on the beginning date of this agreement, by the Lessor.
- d.) If the horse has sustained an injury while in the care of the Lessee which prevents the said horse from participating in the activities leased for the Lessor must be made aware and responsibility, payment of care must be followed as stated in this agreement.

2. Description.

The lease covers the horse described below:

Name: _____
 Birth Date: _____
 Sex: _____
 Colour: _____
 Breed: _____
 Reg No#: _____
 Brands: _____ Locations: _____

3. Lease Payment Fee

Lessee shall pay to Lessor a fee in the amount of \$ _____, payable as follows:

Payment	Due Date
1. _____	_____, 20__;
2. _____	_____, 20__;
3. _____	_____, 20__;
4. _____	_____, 20__;

4. Limitations and Use of Horse

Lessee covenants, warrants, and agrees NOT to use the horse for any purpose other than those set forth below:

Lessor promises and warrants that said horse is fit for the above stated purposes.

Lessee agrees to bar any other riders except Lessee's Trainer, instructor from riding the said horse unless noted here: _____

Lessee shall not have the right to relocate the horse without the Lessor's express written permission (which shall be attached here and signed and dated by the parties) except as may be usual and customary for competition purposes.

5. Special Rights of Lessee (if any).

6. Feed and Facilities/Instructions for Care.

A. Lessee agrees to follow all usual and customary practices for care of horse at Lessee's own expense, to maintain horse in good health and provide any and all necessary and prudent veterinarian and farrier needs at Lessee's cost and at no cost to Lessor.

B. Lessee agrees to feed and stable the horse leased herein as follows:

1. Stall. _____ (minimum size);
2. Pasture or Turnout. _____;
3. Grain. _____ kg per day, _____ times per day;
4. Hay. _____ g/kg per day, _____ times per day;
5. Additional. _____
6. Horse to have a blanket in the winter _____
7. Horse is to be wormed every _____ months
8. Horse is to have the following vaccinations: _____

Horse is to be seen by the following Veterinarian(if possible) : _____

C. Special Instructions: _____

D. Exercise. Lessee shall provide the following exercise of said horse at the frequency and time period set forth below: _____

Other:

The horse must at all times have Front Shoes:_____ Back Shoes:_____

Special care notes on previous injuries or illnesses:_____

7. Transportation

The _____ shall assume all transportation costs relating to the leasing of said horse. In the event Lessee shall assume the responsibility and custody the transportation of said horse s/he shall provide all usual and customary care in transportation of said horse including, but not limited to the following special instructions:

8. Ownership Registration

Lessor warrants that s/he has good and clear title to said horse free from any liens or encumbrances. The animal included in this lease shall remain the sole property of lessor,

and the lessee shall have no right, title, or loan to any other party of said animal except as stated here.

The Lessee must provide the Lessor with a written letter from the owners of the boarding facility, acknowledging that they are aware that the said horse is not the property of the Lessee and may not be sold under the Landlord Tenant Act to pay any monies owed to them by the Lessee, and that the Lessor cannot be held responsible for any monies owed to them or their facility by the Lessee, and they may not retain the said horse for the purpose of collecting monies owed to them by the Lessee.

9. Risk of Loss and Insurance

The Lessee assumes risk of loss or injury to said horse, except to injuries or illness that was present at the time of the beginning of the Lease which are noted in this agreement or that can be proven were present at the time of the beginning of this agreement.

The lessor shall not be held responsible for loss, damage, injury, claim, demand, cost and expense (including legal expense) arising out of or connected with the use, stabling or actions for the said horse whether under control and supervision of the lessee or not.

The lessor will not be responsible for any accident or injury to any person or animal who comes in contact with the above named horse, during the term of this lease.

Lessee shall at her/his own expense maintain in full force and effect during the term of this Lease policy or policies of mortality and loss of use insurance written by an insurance carrier acceptable to Lessor. A binder of said insurance shall be provided to Lessor prior to Lessee taking delivery of the horse; and, a copy of the said policy must be mailed, registered mail, to Lessor within a month of Lessee's taking delivery of the horse.

If for any reason said animal must be put down, the lessor shall accept the insurance as adequate compensation and hold no further claims against the lessee. In the above situation proper Veterinary care must be utilized and the lessor must be notified immediately.

The liability under said policy shall be no less than \$ _____, payable to Lessor as sole beneficiary.

Upon material breach of this agreement by one party, the other party may terminate same; provided, the notice of termination is sent by certified mail.

By signing below the Lessee and the Lessor state that they agree to all terms of the above contract.

This Agreement contains the entire understanding of the parties concerning its subject matter; there are no oral or written promises or representations upon which Buyer is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by both Lessee and Lessor. The invalidity or unenforceability of any terms or clauses of this Agreement shall not affect the validity and enforceability of any other terms or clauses.

Lessee and Lessor have both read and accept all terms appearing on each of the pages of this Agreement.

Lessee

The _____ day of _____, 201-

Signature: _____

Print Name: _____

Address: _____

Lessor

The _____ day of _____, 201_

Signature _____

Print Name: _____

Address: _____