

# EQUINE LEASE AGREEMENT

**PARTIES** This EQUINE LEASE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the following parties:

**OWNER OR LESSOR NAME** \_\_\_\_\_ (hereinafter "Owner")

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**LESSEE NAME** \_\_\_\_\_ (hereinafter "Lessee")

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**HORSE: This contract pertains to the following horse (hereinafter "the horse")**

Name \_\_\_\_\_ Registration No \_\_\_\_\_

Sire \_\_\_\_\_ Dam \_\_\_\_\_

Date Foaled \_\_\_\_\_ Color \_\_\_\_\_ Sex \_\_\_\_\_

Other Description (if necessary) \_\_\_\_\_

**Owner 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.

**Lessee Liability:** All Parties signing as Lessee are jointly and severally liable for all obligations of this agreement, and have read and accepted all the terms on this contract.

**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 hereto and these same terms and conditions shall apply thereto. LESSEE **SHALL** (  ) / **SHALL NOT** (  ) have the option to return the horse to Owner prior to the end of the lease term.

**Purchase of Horse by Lessee:** At the end of this Lease Agreement, date stated above, Lessee has the option of purchasing said Horse for the mutually agreed upon amount of \$ \_\_\_\_\_ (terms of sale to be determined on separate *Equine Sales Contract*).

**Lease Payment Fee:** Lessee shall pay to Owner a Lease fee in the amount of \$ \_\_\_\_\_, payable as follows:

**Transportation:** Lessee shall assume all transportations costs relating to the leasing of said horse from current location to location of Lessee's choice. Lessee shall return said horse to Owner at the end of the term and Lessee shall assume all transportation costs associated with returning Horse to Owner at the end of Lease term.

**Lessee shall not have the right to relocate the horse** without Owner's express written permission except as may be usual and customary for competition purposes.

**Care of Horse:** 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 Owner. If, for any reason the Horse must be euthanized, all costs associated with euthanizing said Horse shall be at Lessee's expense. If said Horse should, at any time, become missing, lost, seriously injured, sick or dead, the Lessee shall immediately notify Owner by telephone.

**Risk of Loss and Insurance:** Lessee assumes risk of loss or injury to said horse. Lessee has the option of obtaining a life and loss-of-use insurance policy on said Horse in the mutually agreed upon amount of \$\_\_\_\_\_, listing Owner as Loss Payee and Owner shall not hold any other further claims against the lessee and Owner will accept the insurance as adequate compensation. In the event of the death of said horse and Lessee has not maintained an insurance policy on said Horse, Lessee agrees to pay Owner a replacement cost of \$\_\_\_\_\_.

**Warranty of Suitability for a Specific Purpose:** Lessee has informed Owner of Lessee's intent to Lease this horse for the specific purpose of: (Identify Fully): \_\_\_\_\_ .  
Owner warrants that, to the best of Owner's knowledge, this Horse is suitable for the stated purpose; further, that all relevant conditions of the horse, both physical, mental and/or behavior specific, which would be relevant to use for these particular purposes and which are known or reasonably should be know by Owner have been fully disclosed by Owner to Lessee prior to the execution of this agreement.

**Warranty of Health and Soundness:** Prior to execution of this agreement, Lessee has the right to have the horse examined by a veterinarian or other agent of Lessee's choosing, said examination and elements contained therein to be at the sole discretion of Lessee. Lessee is responsible for all costs relevant to said examination. Lessee has the right to request copies of the horse's veterinarian examination and access to prior Xrays, ultrasound and/or other diagnostic or imaging tests of any kind performed on Horse by Owner. Owner shall fully cooperate with Lessee in authorizing the release of said records from the relevant providers to Lessee. Provision and review of these records, and approval of same, is a condition precedent to Lessee's obligation of further performance of this Agreement. This warranty of Health and Soundness is not given in lieu of any warranty of quality, condition or otherwise, said warranties surviving concurrently. Lessee **HAS** (  ) / **HAS NOT** (  ) had a pre-purchase veterinary examination, at LESSEE'S expense, performed on said horse.

**Warranty of Pedigree and Registration:** Owner warrants the name, sire and dam, sex, foaling date and registration number as stated above and on the related registration papers provided to Lessee.

**Sale of Horse by Owner:** In the event Owner places the Horse up for sale during the period of this Lease, Lessee shall have the first right of refusal to purchase said horse within \_\_\_\_\_ days of written notification for the agreed upon amount of \$\_\_\_\_\_.

**Limitation of Liability:** Lessee understands that Owner is not responsible for any accidents, injuries, damage, death or loss to personal property in conjunction with said horse while in the care of Lessee and releases Owner, their agents, employees or representatives from all actions, claims or damages resulting from actions of said Horse.

**Option to Renew:** Lessee **HAS** (  ) / **DOES NOT HAVE** (  ) the option to renew this Lease if a request is made in writing days prior to the expiration of the term of this lease.

**Assignment or Transfer:** This agreement shall not be assigned or transferred by either party hereto without the prior written consent of the other party. Any such assignment or transfer shall be set forth in writing, dated and signed by the parties hereto and attached hereto.

**Modification of Lease:** No modification of this lease shall be binding unless in writing and executed by the parties hereto.

**Disputes:** In the event any dispute arises under this Agreement, the parties agree that said dispute shall be submitted to an arbitrator mutually selected by the parties and shall be governed by the laws of the state in which the Seller resides. The parties further agree that the prevailing party in said arbitration shall be entitled to recover its reasonable costs and expenses incurred, including reasonable attorneys fees.

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING LEASE CONTRACT AND LIABILITY RELEASE AGREEMENT, WARNINGS AND OUR ASSUMPTION OF RISK. THE PARTIES UNDERSTAND THE ABOVE AGREEMENT CONTAINS AN AGREEMENT TO SUBMIT ALL DISPUTES UNDER THIS AGREEMENT TO BINDING ARBITRATION.

LESSEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_