

Shelby County Junior Fair Horse Project Lease Agreement

This Lease Agreement is made on _____ (date)

between the Lessor: _____ (owner's name)

_____ (owner's address)

_____ (owner's phone)

and the Lessee: _____ (exhibitor's name)

_____ (exhibitor's address)

_____ (exhibitor's phone)

The owner (Lessor) leases to the 4-H member or family member (Lessee) the following equine, a:

_____ (color) _____ (breed) _____ (sex)

named _____ (animal's name)

sired by _____ (sire's name & registry #)

and foaled by _____ (mare's name & registry #)

on _____ (date of birth)

upon the following terms and conditions:

1. **Rental** – Lessee shall pay to Lessor \$ _____ per month on the first day of each month or \$ _____ for the current year on or before _____ for the use of the animal. In the event Lessee fails to make payment within fifteen (15) days from the date payment is due, Lessor shall provide written notice to Lessee that payment is overdue. Lessee shall have seven (7) days from the date of the notice to cure Lessee's default by making payment to Lessor. In the event Lessee fails to make payment within seven (7) days, Lessor may terminate the Lease Agreement.
2. **Term** – This Lease shall be effective on _____, (month/day/year) and shall continue until _____ unless sooner terminated as provided herein.
3. **Insurance** – Lessee shall elect to maintain a policy of insurance for coverage of any injuries Lessee may suffer as a result of Lessee's use of the leased animal. Lessor shall elect to maintain a policy of insurance sufficient to cover any damage or injury to the animal arising out of Lessee's use of the animal pursuant to the lease. Should Lessee or Lessor elect not to maintain a policy of insurance, they will be fully liable for any damage or injuries of their own doing and/or while they are in care, custody and control of the animal.

4. **Care of the Animal**

a. *Shelter and Care* – **Lessee** or **Lessor** (*circle one*) shall, at **Lessee's** or **Lessor's** (*circle one*) expense, provide the animal with all nutrition requirements, including feed, forage and water, and any shelter and bedding that is required by quality animal care standards OR other arrangements as described here:

b. *Veterinary Care* – Lessee and Lessor shall both regularly inspect the animal for symptoms of disease and sickness. In the event the animal becomes ill, the observing party shall at once inform the other party and, if possible, of the nature and cause of such illness. **Lessee** or **Lessor** (*circle one*) shall obtain all veterinary services, care and supplies for the animal that are required by the best animal management practices followed in the county where animal is located. **Lessee** or **Lessor** (*circle one*) shall be responsible for payment of veterinary services up to a total of \$ _____ for the entire lease term. In the event the total cost of veterinary services exceeds \$ _____ during the lease term, **Lessee** or **Lessor** (*circle one*) shall be responsible for payment of services over that amount. The approved veterinary clinic for this animal is agreed to be by both Lessee and Lessor:

_____ (*veterinarian's name*)
_____ (*veterinarian's phone*)

Other arrangements for veterinary care as described here:

c. *Hoof Care* - **Lessee** or **Lessor** (*circle one*) shall be responsible for maintaining and funding any routine hoof care needs of the animal throughout the course of the lease, including but not limited to monitoring, trimming, shoeing and moisturizing the hooves of the animal. Other arrangements as described here:

5. **Health of the Animal** – Lessor acknowledges that Lessor is the owner of the animal and has the authority to lease the animal to the Lessee. Lessor guarantees that the animal is serviceably sound and as represented to the

Lessee with respect to bloodlines, age, health, temperament, and training. Lessor guarantees that the animal has a lameness grade of less than 3, a body condition score of 4 or more and meets all requirements for soundness as set forth by the *Uniform Rules for 4-H Horse Shows*. Misrepresentation of the condition of the animal on the part of the Lessor, unless corrected to the satisfaction of the Lessee, shall be sufficient cause for termination of the lease by Lessee and a refund of all Lease payments made by Lessee.

6. **Other Considerations** – The Lessor and Lessee need to further consider and discuss understanding of the following terms. By signing this document, Lessor and Lessee agree to the following:
- a. *Shelby County Junior Fair* – As a 4-H project horse, this animal will be stalled overnight and exhibited throughout the entirety of the Shelby County Junior Fair. It will participate in 4-H meeting work nights and other 4-H-sponsored horse activities regularly, such as clinics and qualifying shows. The **Lessee** or **Lessor** (*circle one*) shall be responsible for transporting the animal to any such events in a safe and appropriate manner.
 - b. *Lessons/Trainings* – The Lessor and Lessee agree to the following arrangements regarding any lessons, trainings or assistance provided by the Lessor to the Lessee (include number of days, length of time per day and fees associated, as well as any other details agreed upon between the Lessor and Lessee:

 - c. *Additional Provisions* – The Lessor and Lessee agree to the following additional lease provisions:

7. **Termination** – This Lease may be terminated by mutual consent of the Lessor and Lessee in writing. Otherwise, the Lease stands until the end of the aforementioned term or until there is a breach of contract.

The following parties, intending to be legally bound, agree to these Lease details and sign their name as so.

_____ (*Lessor*) _____ (*date*)
_____ (*Lessee*) _____ (*date*)

Approved / Denied by the Shelby County Junior Fair Board Horse Department Chair on _____ (*date*)