



Horse Lease Agreement

Lessee:

Name: _____

Address: _____

Ph No# _____

Lessor:

Name: _____

Address: _____

Ph No# _____

This agreement is entered into by _____ (Lessee) and
_____ as Lessor.

Lessor warrants that he/she is the owner of the horse _____, and
agrees to lease the said horse to _____ (lessee) subject to the
following terms of this agreement; and whereas, Lessee warrants the he/she
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 _____, 2_____, and
terminate on _____, 2_____; 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 the Lessor prior to
the end of the lease term, provided, however, all lease fees hereunder are fully
paid up and current through the time the horse is returned to Lessor.

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Owners: Jason Neill & John Neill
Sales - Breeding - Training - Shipping



2. Description

The lease covers the horse described bellow:

Name: _____ DOB: _____ Sex: _____
Color: _____ Breed: _____ Reg. #: _____

3. Lease Payment Fee

Lessee shall pay to Lessor a lease fee in the amount of \$ _____ per month or \$ _____ for the duration of this lease.

With the lessee responsible for all expenses during the lease time including boarding, farrier, transportation, insurance, veterinary and show expenses. All fees, bills, etc. shall be considered personal bills of the lessee and in no way can be considered a lien on this animal, with boarding facility and others notified to this contract.

4. Limitations and Use of Horse

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

Lessor _____ promises and warrants that said horse is fit for said purpose(s).

Lessee agrees to bar any other rider except Lessee's trainer, instructor or other professional where appropriate.

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. Ownership Registration

Lessor warrants that he/she 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.

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6. Covenant Not to Encumber

Lessee agrees not to encumber said horse with any lien, charge, or related claim and to hold Lessor harmless there from.

7. Risk of Loss and Insurance

- A) Lessee assumes risk of loss or injury to said horse, except to the extent caused by an act of Lessor's agent, contractors or employees. The Lessor shall 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 leased animal whether under control or supervision of 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 animal, during the term of this lease.
- B) The Lessee shall maintain mortality insurance coverage in force of said horse for the duration of the lease agreement with the owner being named as beneficiary of insurance policy in the amount of no less than \$ _____. If the said horse does not currently have mortality insurance the lessee will be responsible for obtaining mortality insurance on the said horse in the amount of \$ _____ for the duration of the lease agreement with the owner being named as beneficiary of insurance policy.
- C) Should, in the event of the horse's death, the insurance carrier deem death of the horse not covered by the insurance policy, the Lessee will be responsible to pay the owner the amount of the policy if the cause of death is proven to be a result of the gross negligence on the part of the Lessee. Further, in the event of illness, injury or death, the lessee will have three immediate obligations in relation to the mortality insurance as follows: First, to call a veterinarian to attend to the said horse; Second, to call the insurance company which insures the horse; Third, to contact the Lessor.

8. Options

- A) Lessee has/does not have the option to renew this lease for an additional _____ months if a request is made in writing 30 days prior to the expiration of the terms of this lease, provided, however, the horse is available for lease.

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- B) Any such exercise of option, if any, shall be confirmed in writing by the parties hereto and dated and attached hereto. Any option period term shall have terms and conditions agreements herein are hereby included by reference as part of said option set forth therein in attachment.
- C) Should the animal become for sale during the term of the lease, and a legitimate offer is made on the horse by a third party, the lessee shall have the right to match the offer and assume ownership of the animal before any other offers would be accepted.

During said _____ month period Lessee shall be fully bound by all terms and conditions of the lease.

9. Default

Upon material breach of this agreement by one party, the other party may terminate same; provided, however, notice of said material breach is sent certified mail to the party in breach setting forth said breach. Upon material breach of this agreement, Lessor reserves the right to remove such horse without incurring any additional responsibility to Lessee. Lessee shall be responsible to pay Lessor any reasonable cost incurred in removing such horse and such costs shall be due and payable to Lessor by lessee hereunder. In the case of a default by one party, the other party shall have the right to recover mediation, arbitration, attorney fees and cost incurred as a result of said default.

13. Assignment of Transfer

This agreement shall be assigned or transferred by either party hereto without 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.

14. Captions and Headings

Any captions and headings used in this agreement are for descriptive purposes only and are not to be considered terms of this agreement.



15. Agreement

This agreement constitutes the entire Agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of this agreement unless reduced to writing and sign by all parties before a notary.

16. Law

This agreement shall be governed by the laws of Ontario Canada
Any legal action must be brought in the country of Canada, provided however, the parties agree to required Mediation and Arbitration of any disputes relating to this transaction.

Signed this _____ day of _____, 2_____.

Lessee: _____
Signature

Lessor: _____
Signature