

CLYDESDALE BREEDERS ASSOCIATION OF THE U.S.A.

Disclaimer

The following equine agreement or contract form is provided by the Association for the education and convenience of its members and other Clydesdale owners or potential owners. It is an example only. Some parts included in this example may not be applicable to all situations. Some transactions may require forms which include modifications, additional information or signatures in order to be complete and valid. Laws pertaining to this agreement or contract may vary from State to State. You are encouraged to seek advice from local legal or tax advisors before completing any transactions using this form.

EQUINE LEASE AGREEMENT

Note: Use of the attached lease agreement form or similar document is suggested as a means to protect both parties, but is not a requirement of the Association (CBUS). If lease of a Registered Clydesdale horse is enacted, parties ARE required to submit an official CBUS Lease Form, complete with required dates and signatures. The official form is available from the Association office and on the website.

EQUINE LEASE AGREEMENT

This agreement is entered into between _____ (Lessor),
and _____ (Lessee).

1. **Term of Lease:** This Lease shall commence _____ (date)
and terminates _____ (date) and covers the horse described in paragraph 2.

2. Description:

Name: _____ Registration No: _____

Breed: Clydesdale Foaled: _____ (date) Sex: _____

Color / Markings: _____

Height: ____ - ____ hh Microchip No.: _____

3. **Fees:** In consideration of this agreement, Lessee agrees to pay Lessor a fee
of _____ dollars (\$ _____) payable as follows:

<u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

4. **Option to Renew/Purchase:** Lessee has the option to renew this lease for an
additional _____ (____) months by advising Lessor in writing at any
time prior to sixty (60) days prior to the expiration of this Lease. At
expiration of said Lease, and up to _____ (____) months thereafter,
if Lessor places the horse up for sale, Lessee shall have the first option to
purchase the horse for _____ dollars (\$ _____).

5. **Purpose:** Lessee covenants not to use horse for any purpose other than
_____, and
Lessor warrants that said horse is capable and suited for said purposes.
Horse shall not be used by, nor loaned to, any other party.

6. **Instructions for Care:** Lessee will follow all practices consistent with quality care at Lessee's own expense. Lessee shall provide all necessary veterinarian and farrier needs at Lessee's own expense. In addition, said horse requires: (specify instructions):

Veterinary care must be pre-authorized by Lessor, except in extreme Emergency and Lessor cannot be contacted in a timely manner.

7. **Risk of Loss:** Lessee hereby assumes risk of loss or injury to said horse except where caused by negligence of Lessor. Lessee agrees to purchase full horse mortality insurance on said horse in the amount of \$ _____ covering terms of this agreement and naming Lessor as sole beneficiary.

8. **Hold Harmless:** Lessee hereby agrees to hold Lessor harmless from any claim resulting from damage or injury caused by said horse for the term of the Lease. Lessee agrees to carry liability insurance in the amount of (or greater than) \$300,000, naming Lessor additional insured. Lessee must provide to Lessor a certificate of insurance prior to having right to possession of said horse.

9. **Ownership:** Lessor warrants that he/she has good clear title to said horse, free from any liens or encumbrances, and has the right to execute this Lease.

10. **Default:** Upon material breach of this Agreement by one party, the other party may terminate this Lease. On any breach, the wronged party shall have the right to recover from the breaching party all reasonable court costs and attorney's fees.

This Agreement is subject to the laws of the State of _____.

Executed on _____ (date), at _____,
City

_____,
County State

Lessor:

Signature

Address

Telephone

Lessee:

Signature

Address

Telephone