

Ohio 4-H Horse Program

Guidelines for Leasing a 4-H Horse Project

INTRODUCTION

One purpose of 4-H horse projects is to teach young people how to feed, fit, show and care for their animal(s). The more important purpose is to provide an opportunity for personal growth and development of the young person. Ohio 4-H realized that some youth are unable to have an actual horse for their 4-H horse project. Options available to these individuals include:

1. Lease a horse from another individual
2. Horseless horse project (project #173)

WHAT IS THE PURPOSE OF LEASING A HORSE AS A 4-H PROJECT?

A lease program is appropriate in the 4-H program when one or more of the following conditions exist:

1. Youth does not have the financial ability to purchase a horse.
2. Youth has a horse, but it is unable to be used (i.e. lameness, pregnancy, too young, etc.).
3. Youth has a horse, but it is of the wrong type for the educational experience the youth wishes to obtain.

WHAT ARE EXPECTATIONS OF THE HORSE'S OWNER?

An individual (lessor) who leases a horse must be willing to:

1. Relinquish all rights to train, handle and care for the horse in order for the youth to complete the requirements of a 4-H horse project. Potential owners should not lease horses they want to ride or show on a regular basis during the term of a lease.
2. Not take the horse back prior to the end of the lease unless the youth agrees to return the horse.
3. Have the youth (or parent/legal guardian) sign whatever agreements they decide upon in regard to care of the animal.
4. Allow the youth to transport and show the horse in 4-H, open or breed shows.

WHAT ARE EXPECTATIONS OF THE 4-H PARTICIPATE?

An individual (youth) who leases a horse as a 4-H project:

1. To be responsible for the care of the animal in whatever manner that is mutually agreeable to both the owner (lessor) and youth (lessee).
2. To complete a horse identification form as required by local counties to identify horse of a 4-H project.
3. As a part of the educational experience of leasing a horse, to work in consultation with the owner (lessor) to develop a lease agreement on the horse selected for the Ohio 4-H program (see attached suggestions for developing a lease agreement).
4. Prior to any deadline date established by your local County Extension, to submit to the local County Extension office a completed copy of the horse identification form and lease agreement for verification purposes ONLY.

WHAT SHOULD BE INCLUDED IN A LEASE?

Every lease is unique in the items that must be covered to protect both the owner (lessor) and the youth (lessee). A lease should be drawn and signed by the owner and the youth to insure adequate care of the animal, protect the investment of the lessor and to detail the responsibility of the youth in regards to caring for the animal. It is wise to have a written lease agreement any time you are using someone else's horse even if the owner is a family member. A lease can assist in preventing misunderstanding and unhappiness between the horse's owner and the youth leasing the horse.

We suggest the following issues, but not limited to, be addressed in a lease:

1. Identification of the horse (name, registration number if registered); the name, address and phone number of the youth leasing the horse, name of parent or guardian if the youth is under 18 years of age; and the name,

address and phone number of the owner (lessor).

2. Who is responsible in case of injury or death to the horse. Who pays veterinarian bills and what would be the maximum amount you are expected to pay in veterinarian costs if injury costs are your responsibility. In addition if the animal is injured and unusable who was to nurse the animal back to health. An owner (lessor) may require you to take out an insurance policy on the horse with the owner as the beneficiary to cover possible loss due to the death of the animal.
3. Where the horse will be housed and who is responsible for the daily care of the horse; any feed, health care (i.e., deworming, vaccinations, etc.), foot care, and/or special stabling requirements made by the owner.
4. The purpose(s) for which the horse will be used and that it can be transported at the youth's discretion to horse shows.
5. Any limitations that would be placed on the owner's use of the horse. Refer to the current Uniform Rules for 4-H Horse Shows (Circular 179) for limitations caused by the animal being a 4-H project and include them in the lease or reference them in a statement and make a copy of the rules available to the owner of the horse.
6. A statement on the time period covered by the lease and under what conditions and time frame the lease can be discontinued.
7. The owner should have a statement included relieving them of liability in cases of property damage, injury to the youth or injury to a third party while the horse is under the lessor's supervision.
9. A place for signatures for the owner (lessor) and the youth (lessee) with a line for a parent or guardian to sign for youth under 18 years of age.

The above mentioned issues are only suggestions and we can not advise you as to specific terms or wording for a lease agreement. You may even want to consult an attorney.

4-H Contract for Leasing a Horse

Horse Leases Due May 15

I. PURPOSE OF THE LEASE PROGRAM:

It is to provide a youth with the opportunity of participating in the riding and showing aspects of the 4-H equine program when one or more of the following conditions exists:

1. The youth does not have the financial ability to buy a horse
2. The youth has a horse, but it is unable to be used (i.e. lameness, pregnancy, too young, etc.)
3. The youth has a horse, but it is of the wrong type for the educational experience the youth wishes to obtain. (The local Extension Educator with county horse committee, if one is present, will determine if the situation meets this purpose.)

II. RULES FOR LESSORS OF HORSES TO 4-H YOUTH:

1. The lessor (owner) of the horse relinquishes all rights to train the horse, and the lessee has priority right to show the horse during the term of the lease. If the lessee had the horse at a show, the lessor could compete in a class at that show. Potential lessors should not lease horses they want to ride or show on a regular basis during the term of the lease.
2. The lessor may not take the horse back prior to the end of the lease unless the youth is neglecting or abusing the horse, or the youth agrees to return the horse.
3. The lessor should have the youth sign whatever agreements they decide upon in regard to care of the animal, but no agreement will supercede the terms of this contract.
4. The lessor will allow the lessee to transport and show the horse in 4-H, open or breed shows.

III. RULES FOR LESSEES:

1. The lessee is responsible for the daily care of the animal in whatever manner decided upon by them and the lessor. However, this must include major responsibility and performance by the lessee for this care.
2. The lessee will be responsible to write up an agreement in consultation with the lessor to cover who is responsible for expenses of care of the horse and who is liable in case of injury or death of the animal. Both lessor and lessee must sign it and a copy of that agreement be attached to the contract agreement.
3. Showing expenses will be the responsibility of the lessee.
4. Complete the attached Horse Identification Form.
5. The lessee is responsible to take this completed contract to the Extension Educator by the date required in your county for their approval. This date is usually several weeks prior to the date that the projects need to be identified, so that there is time to investigate and approve the lease.

IV. This contract agreement is entered into on _____ by _____
(date) (horse's owner)

as the lessor whose address and phone number are _____
_____, (phone #) _____

and by _____ as the lessee, whose address and phone number are
_____, (phone #) _____.

Since the youth is a minor, the parent or guardian, _____
(name)

as well as the youth will collectively be considered as the lessee.

The lessor agrees to lease the horse _____
(horse's name)

whose identification form is attached to this lease, to the lessee. The term of this lease will be from _____
(date)

to _____ . During the term of the lease the horse will be stabled at _____
(date)

In witness whereof, lessor and lessee have executed this contract the day and year written above:

The LESSOR: _____ / _____ ;
(signature) (printed name)

the Lessee: _____ / _____ ;
(signature) (printed name)

and Parent/Guardian: _____ / _____ .
(signature) (printed name)

I (We) have inspected the lease animal and find it to be suitable for the lessee:

(Advisor or county 4-H Horse Advisory Committee signature)

This contract is signed and a copy kept by the local Extension Educator which indicates that this is an acceptable lease within the county's 4-H program.

Extension Educator: _____
(signature)