

CIEC HORSE LEASE AGREEMENT SEPTEMBER 23-27, 2015 - WESLEY CLOVER PARKS, OTTAWA, ONTARIO

THIS AGREEMENT made this _____ day of _____ 2015.

BETWEEN:

P/TSO NUMBER: _____
EQUINE CANADA SPORT LICENCE NUMBER: _____
hereinafter referred to as "the Owner"

and

ORGANIZING COMMITTEE:
EQUINE CANADA
308 Legget Drive, Suite 100
Ottawa, Ontario K2K 1Y6

WHEREAS the Organizing Committee is hosting the Canadian Interprovincial Equestrian Championships at Wesley Clover Parks, Ottawa, Ontario from September 23 to 27, 2015.

AND WHEREAS the Organizing Committee requires a number of horses to lease for participants in the three competitive disciplines of Dressage, Jumping and Reining.

AND WHEREAS the Owner has agreed to lease the horse hereinafter described and referred to as the "horse" to the Organizing Committee for the period September 23 to 27, 2015, inclusive, ("competition period") for the discipline of Dressage, Reining, or Jumping.

1. OWNERSHIP AND INSURANCE

a) The Owner warrants that he/she is the owner of the horse hereinafter described, and agrees to Lease said horse to the Organizing Committee subject to the terms and conditions of this Agreement.

SHOW NAME OF HORSE:			
AGE OF HORSE:		COLOR:	BREED:
STALLION <input type="checkbox"/>	MARE <input type="checkbox"/>	GELDING <input type="checkbox"/>	DISCIPLINE:
MANDATORY COGGINS TEST (Performed after October 15, 2014):		YES <input type="checkbox"/>	NO <input type="checkbox"/>
COGGINS CERTIFICATE PROVIDED		YES <input type="checkbox"/>	NO <input type="checkbox"/>
IF NO PLEASE STATE DATE TO BE PROVIDED			
MORTALITY INSURANCE: YES <input type="checkbox"/> NO <input type="checkbox"/>		COLIC INSURANCE: YES <input type="checkbox"/> NO <input type="checkbox"/>	
Horse Value \$ _____		MAJOR MEDICAL: \$ _____	
Does your insurance extend to third party riders under lease to Equine Canada?:		YES <input type="checkbox"/>	NO <input type="checkbox"/>
COPY OF REGISTRATION PAPERS/OWNERSHIP(OPTIONAL):		YES <input type="checkbox"/>	NO <input type="checkbox"/>

- b) The Owner carries equestrian liability insurance with _____ (Insurance Underwriter Company (Not Broker) under Policy Number _____ in the amount of \$ _____.
- c) The Owner is a member in good standing with his/her P/TSO
- d) The Owner certifies that the horse meets the level requirements outlined in the Technical Package. The Owner is aware that the Organizing Committee will check to ensure the horse is of the appropriate level.
- e) Should a vet call be required during the competition period, the vet on call will be contacted unless otherwise instructed to do so by the Owner as set out here: _____
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2. PRE-COMPETITION VET EXAMINATION AND JOG

The Owner understands and agrees that payment of the Lease Fee by Organizing Committee is subject to a pre-competition vet examination and jog to take place on Wednesday, September 23, 2015 at the Wesley Clover Parks commencing at 11:00 am. Should the horse be deemed unfit for competition by the attending veterinarian, this Lease Agreement shall become null and void and the Organizing Committee shall not be required to provide any remuneration to the Owner whatsoever. The horse will not be used for the competition and it is the responsibility of the Owner to immediately remove the horse from the grounds.

The Owner understands and agrees that blood will be drawn from all Leased Horses upon their arrival at Wesley Clover Parks. All samples will be appropriately stored in a locked fridge. Should a horse be selected for drug testing during the competition, another blood sample will be drawn from the selected horse. Both blood samples will be sent to the Equine Canada official laboratory (Maxxam Analytics) for sample analysis. The Owner understands and agrees that they will be held responsible for any banned/prohibited substances found in the original blood sample and, as such, will be subject to all the fines and penalties in accordance with the Equine Canada rules and the Equine Canada schedule of fines and penalties. Should a banned/prohibited substance be found in the second blood sample, the rider, or in the case of a minor- the person responsible, will be held responsible and, as such, will be subject to all the fines and penalties in accordance with the Equine Canada rules and the Equine Canada schedule of fines and penalties. Equine Canada bears no responsibility for the presence of any banned/prohibited substances found in any blood sample drawn from said horse.

The Owner understands and agrees that should the horse be deemed unfit for competition, this agreement will become null and void and the Organizing Committee shall not be required to provide any remuneration to the Owner, whatsoever. _____ (Owner initial)

3. LEASE FEE

a) The Owner agrees to lease the horse to the Organizing Committee for the period referred to in paragraph 4a) herein for the sum of **ONE THOUSAND (\$1,000.00) DOLLARS** subject to the horse being deemed fit for competition by the attending veterinarian as referred to in paragraph 2. Said sum will be paid by the Organizing Committee to the Owner by cheque within 15 days of completion of the 2015 Canadian Interprovincial Equestrian Championships. Said cheque will be mailed to the Owner through Canada Post by regular mail.

4. TERM OF LEASE

a) Subject to paragraph 2 herein, this lease shall commence at 11 am on Wednesday, September 23, 2015 and shall terminate not before class ribbon presentation on Sunday, September 27, 2015.

Should the Owner not be able to remove the horse from Wesley Clover Parks on September 27, 2015 the Owner understands and agrees that the horse becomes his/her sole responsibility at 5:00 pm. The Owner further understands and acknowledges that there will be NO night security after 5pm on September 27, 2015 and the Owner becomes responsible for the feed, care and security of the horse. The Organizing Committee accepts no responsibility for the horse after 5:00 pm on September 27, 2015. The Owner further understands and agrees that the horse must be removed from Wesley Clover Parks property no

later than 12:00 noon on September 28, 2015 at an additional cost.

b) The Owner shall be responsible and pay for/provide transportation of the horse to and from the Wesley Clover Parks competition grounds. In order to facilitate the vet pre-examination, blood testing and jog, the horse shall arrive at the competition site no later than 11:00 am on September 23, 2015. The attending vet will perform a brief examination and jog. Upon completion of the examination and approval of the vet, this Lease will come into full force and effect.

5. USE

a) The Owner understands and agrees that the Organizing Committee will not be the rider of the horse, but that a competitor from one of the Canadian provinces/territories will be the rider. The competitor will be a member in good standing of their provincial/territorial equestrian organization.

b) A match of horse and rider will be determined by the Organizing Committee based on rider biographies, trainer information, age and size of the rider and horse experience. The competitor will be coached/supervised by a certified coach and/or professional trainer.

c) The Owner understands and agrees the horse will be ridden by the competitor on the warm up days, September 23, 2015 and September 24, 2015, and the horse will be warmed up and will compete in one (1) competitive class per day on September 25, 26 and 27, 2015.

6. STALL AND FEED

a) The Organizing Committee will provide the stall and hay for the horse from September 23, 2015 up to and including 5:00 pm on September 27, 2015. The competitor/ P/TSO will be responsible for ordering and paying for hay and shavings. The P/TSO is responsible for the overall horse care. The Organizing Committee will instruct the provincial team Chef d'Équipe of their responsibility regarding the care of the horse and will provide a letter in writing to that effect. **Should the Owner wish to provide their own hay for the horse, please advise the Organizing Committee in writing on or before September 11, 2015 so that hay orders may be adjusted accordingly.**

7. FARRIER

Provided the Owner has presented the horse to the competition site in competition form – properly shod/trimmed, the P/TSO shall be responsible for farrier costs incurred during the competition period. Farrier on site will be used.

8. VETERINARIAN

Provided the Owner has presented the horse to the competition site in competition form – the P/TSO shall be responsible for veterinarian costs incurred during the competition period. Veterinarian on site will be used.

9. TERMINATION

Either party may terminate this lease agreement by giving written notice to the other party to this agreement NO LATER THAN **4:00 pm (EST) Wednesday, September 16, 2015** Upon written notice of termination being given by either party, the Organizing Committee will NOT be required to provide any remuneration whatsoever to the Owner, as this agreement will become null and void.

10. INDEMNITY: ASSUMPTION OF RISK

The Owner understands that engaging in equine activities is an inherently dangerous activity. The Owner agrees to indemnify the Organizing Committee of the 2015 Canadian Interprovincial Equestrian Championships, participating Provincial/Territorial Equestrian Associations/Federations including the Team Members, Competitors, Coaches and Chefs d'Équipe, Equine Canada, Wesley Clover Parks, Officials, Judges, Stewards, Course Designers, Sponsors and any of their directors, employees, officers, agents, volunteers, business operators, and site property owners from any claims that may occur as a result of any damage or injury caused by or to the Owner's horse and show equipment. The Owner confirms he/she has liability insurance in place which covers the Owner for the leasing of the Horse for use during the competition period at the

competition site.

11. MINOR OWNER

In the event the Owner is a minor, the parent/guardian of the minor Owner must read and understand this agreement prior to signing this agreement on behalf of the minor Owner.

I have read and understand the terms of this agreement and have executed this Agreement as of the date first above written.

Witness Signature

Print Witness Name

Owner Signature

Print Owner Name

Witness Signature

Print Witness Name

Parent/Legal Guardian Signature if Owner is a Minor

Print Parent/Legal Guardian Name

Per: Equine Canada

Print Name & Organizing Committee Position

LEASE HORSE: ADDITIONAL REQUEST – Please complete and return with Lease Agreement

To make it easier for the competitor to travel to Ontario via airplane, please advise whether you will be supplying the following items with your horse for use by the competitor during the 2015 CIEC:

1) Horse Show equipment – Show Box containing saddle, girth, bridle and bits, saddle pads, boots (if applicable), grooming equipment, cooler/blanket, stable bandages and grain buckets. As well, if you are able, please provide 2 water buckets as the stalls do not have automatic waterers. Please have your equipment identified with your name where possible.

I will supply all of the above: _____(initial)

OR I am able to supply the following: _____

2) Please present your horse in competition form – the horse has been bathed and clipped and properly shod, if required. Please note, all competitions do take place in sand.

3) If you wish your leased horse to have special food, grain, and/or provide your own hay for your horse's consumption, please provide this as well, together with any feed schedule instructions.

4) Do you require hay? ☐ YES ☐ NO If yes, how many flakes per day does your horse eat _____?

Feeding schedule: _____

If you wish to supply your own hay, please advise before September 11, 2015 so we may adjust our hay order accordingly. Any special feed shall also be supplied by you with instructions on feeding. If you wish to personally attend to the feeding of your horse, please advise: _____

5) Copy of Negative Coggin's Test performed after October 15, 2014 has been provided to Organizing Committee or is attached to this Agreement.

6) Please provide a short bio on your horse as well - more like a "Get to know" my horse.