

4-H Horse Leasing Guidelines

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 realizes that some youth are unable to have an actual horse for their 4-H horse project. Options available to these individuals include:

- Lease a horse from another individual
- Horseless Horse Project (project number 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 exists:

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

What Are Expectations Of The Horse 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 the 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 Participant?

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 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 the horse as 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 Office, 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 misunderstandings and unhappiness between the horse's owner and youth leasing the horse.

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

1. Identification of the horse (name, registration number if registered); the name, address, and phone number of the youth (lessee) leasing the horse; the name of parent/guardian if the youth is under 18 years of age; 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 (lessee's) responsibility. In addition, if the animal is injured and unusable, who has to nurse the animal back to health? An owner (lessor) may require you to take out insurance on the horse with the owner as the beneficiary to cover possible loss due to the death of the horse.
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 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 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 lessee's supervision.
8. A place for signatures for the owner (lessor) and the youth (lessee) with a line for parent/guardian if the youth is under 18 years of age.

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

A sample lease agreement is attached.

**Stark County Junior Fair Horse Program
SAMPLE Lease Agreement**

LESSEE:

Youth: _____
Parent/Guardian: _____
Address: _____
Phone: _____

LESSOR:

Owner: _____
Address: _____
Phone: _____

This agreement is entered into by _____ (lessee) and _____ (lessor). The parties agree as follows:

1. TERM OF LEASE

The term of this lease shall commence on _____, 20__ and terminate on _____, 20__.

2. DESCRIPTION OF HORSE

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

3. PAYMENT

Lessee shall pay to lessor a fee in the amount of \$_____, payable as follows: _____

4. LIMITATIONS AND USE OF HORSE

Lessee agrees to use the horse solely for the purpose of riding and showing related to completion of horse project. Lessee may not breed or race the horse. _____

5. FEED, FACILITIES, AND CARE INSTRUCTIONS

A. Lessee agrees to follow all usual and customary practices for care of the horse. Payment will be as follows:

	Lessee pays	Lessor pays
Shoeing	_____	_____
Deworming	_____	_____
Vaccinations	_____	_____
Veterinary Fees	_____	_____
Hay	_____	_____
Grain	_____	_____
Board	_____	_____
Other _____	_____	_____

B. _____ is to be considered the principle home stable during the term of the lease. Lessee shall not have the right to relocate the horse without the lessor’s written permission except as may be usual and customary for competition purposes.

C. Lessee agrees to feed horse as follows:

_____ Pounds of hay (specify: _____)

_____ Pounds of grain (specify: _____)

_____ Other (specify: _____)

6. RISK OF LOSS

The 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 and supervision of the lessee or not. The lessor will not be responsible for any accident or injury to any person or animal who comes into contact with the above named animal during the term of this lease.

Signed _____, 20__.

Lessee-Youth: _____

Lessee-Parent/Guardian: _____

Lessor: _____