

Free Lease Agreement For ‘ _____ ’
This Document is NOT a Bill of Sale

This agreement dated _____ is made by and between _____ (herein referred to as ‘**the Owner**’) residing at _____ with phone number _____ and _____ (herein referred to as ‘**the Lessee**’) residing at _____ for the Free Lease of one horse as described and identified below:

Horse’s Name: _____

Breed: _____

Gender: _____

Height: _____

Age: _____ **Years**

Foaled: _____

Color: _____

Jockey Club Registration Number if applicable: _____

Owner on Record: _____

Lease Price

Owner agrees to lease the horse described and identified herein to the Lessee for **ZERO Dollars (\$0.00) per month.**

Owner Warranties

Owner warrants that he/she is the lawful owner of said horse and has the right to Free Lease said horse.

Owner Responsibilities

Owner is responsible for retrieving the horse with a minimum of two weeks (2 weeks) notice by Lessee that Lessee wishes to return said horse to Owner.

Lessee Responsibilities

Lessee warrants that he/she will provide the said horse with care above and beyond that which the state of _____ deems minimal humane treatment of an Equine. This care includes paying for board and providing food, water, and shelter for _____ in a stall in winter in a clean, safe barn and a run in shelter during other seasons; access to a safe pasture with fencing sufficient to keep the horse safe and in the pasture for grazing, and exercise; regular maintenance of the said horse’s hooves via regular barefoot trims or farriery, and regular grooming, administrations of deworming medications, health care including annual inoculations and teeth floating, exercise, nutrition and displays of kindness necessary to maintain the said

horse in his/her current state of physical and emotional health which Owner warrants, and said horse's Veterinarian will concur, is excellent.

Lessee warrants that **she/he** does not have the right to sell, lend, sub-lease, move, or otherwise dispose of the said horse.

Lessee warrants that **she/he** has substantial experience working with and handling horses as a rider, trainer, and groom.

Lessee warrants that she is aware of the substantial risk of personal injury that can be sustained while riding or working around horses and agrees to hold Owner harmless of all liability of any injury to persons or property caused by the horse while the said horse is in the Lessee's care.

Lessee warrants that she will use 'best judgment' in emergency situations and will inform Owner as soon as possible if such situations arise. Owner reserves the right to make all decisions regarding the health and welfare of the horse, including decisions about life saving or on-going treatments.

Term

The term of this Lease Agreement is renewable automatically every month, however, Lessee may terminate this agreement with a minimum of two weeks notice to the Owner at any time. Owner reserves the right to retrieve the horse with a minimum of two weeks notice to Lessee.

Breach and Cure

1. Owner reserves the right to terminate this agreement immediately if the horse is not maintained by the Lessee according to the terms of this agreement.
2. Cure: Lessee has 15 days to remedy the breach according to the terms of this agreement. One cause for breach would be if _____ jumps a fence that takes him/her out of the pasture onto a road. The cause for breach is not limited to this instance. Any form of negligence is cause for breach.

Notices

All notices may be sent to the Owner at the address listed herein. All notices may be sent to the Lessee at the address herein. US Mail with return receipt requested or an alternative delivery system such as Federal Express constitute the mode of delivery of notices.

Entire Agreement

This agreement constitutes the entire agreement between the Owner and the Lessee. The invalidity or enforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall otherwise remain in full force and effect. This agreement may be executed in one or more counterparts, each of which

shall be deemed to be an original but all of which together shall constitute one and the same instrument.

The Laws of the State of _____ shall govern this agreement. Any litigation will take place in _____.

Accepted and Agreed to by:

Accepted and Agreed to by:

The Owner

The Lessee