

Roanchar Ranch Draft Horse Rescue, Inc.



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Equine Lease for

This agreement is for the lease of the horse(s) noted below and is a fully binding contract between _____ (known as Lessee) and Roanchar Ranch Draft Horse Rescue, Inc., who is the current legal and proper owner of the horse(s).

LESSEE: READ EACH SECTION, THEN INITIAL BESIDE NUMBER. BY INITIALING BESIDE EACH NUMBER LESSEE ACKNOWLEDGES FULL UNDERSTANDING AND AGREEMENT TO ABIDE BY THIS CONTRACT IN ITS ENTIRETY. ALL LEGAL AND/OR COURT FEES NECESSARY TO ENFORCE THE CONTRACT WILL BE PAID BY THE LESSEE.

- 1. PROPER CARE:** The lessee agrees that the horse(s) will always receive proper equine care.
 - Proper equine care includes proper feeding, farrier services, veterinarian services and other care that is standard for quality care of a horse. **Customized hands-on instructions for the specific horse will be given to each lessee by Roanchar Ranch Draft Horse Rescue prior to completion of lease, and will be attached to this contract as appendix A.** At all times the leasing home agrees to follow these instructions, treat the horse lovingly and humanely, and under no circumstances will tolerate any type of abuse to the animal.
 - All horses leased from Roanchar Ranch Draft Horse Rescue are strictly for non-breeding purposes and are not to be used in any commercial horse racing. *If the animal being leased is a female, the lessee agrees and certifies not to breed the animal, or put the animal in proximity to a stud, either by accident or on purpose. Mares will not be leased to a facility with a stud horse in residence. All male horses will be gelded prior to leaving Roanchar Ranch Draft Horse Rescue.*
 - No horse leased may be used in any type of harness or commercial racing.
 - No horse leased may be kept in a facility without any other equines.
 - Lessee is required to provide updates (photos, vet records) every year for the life of the horse.
 - If, under any circumstances, the horse(s) do not receive Proper Care, as defined in above paragraphs, Roanchar Ranch Draft Horse Rescue reserves the legal right to pick up or have the horse returned immediately without delay, and the lease will be null and void. No return of the lease fee will be made should the horse be returned under these type circumstances. Any expenses incurred by Roanchar Ranch Draft Horse Rescue will be paid by lessee.

- 2. BOARDING LOCATION:** The horse(s) leased will be kept at:
 - _____
 - **Leaseses agree to notify Roanchar Ranch Draft Horse Rescue, Inc of any changes to this information within 24 hours prior to any such occurrence.**
 - Lessee gives Roanchar Ranch Draft Horse Rescue permission to visit leased horse(s) at any time, without prior notice. This permission does not expire. At a minimum, leased horses will be visited once a year by a Roanchar Ranch Draft Horse Rescue representative.

- If Lessee moves the horse without advising Roanchar Ranch Draft Horse Rescue as stated in this paragraph, then this lease is void and the horse will revert back to Roanchar Ranch Draft Horse Rescue. Except in the event of an emergency where the horse(s)' health may be endangered if not moved. Should that occur Roanchar Ranch Draft Horse Rescue must be notified as quickly as possible thereafter.

3. LEASED HORSE(S): All horses leased from Roanchar Ranch Draft Horse Rescue, Inc. are without any written or expressed intent for usage, behavior or performance. Horses are unpredictable prey animals and as such their behavior is unpredictable and can be dangerous. Nothing shall be inferred or implied except which is written in this contract.

Horse:

Micro Chip:

Sex: Female

Breed:

Born:

Age:

Size:

Color:

Markings:

ATTACHMENTS TO CONTRACT: COGGINS

Notes on horse:

Veterinarian:

Restrictions:

Vaccinations: Date:

Coggins: Results:

Dental:

NOTE:

4. LEASE FEE AMOUNT: \$ _____

5. LEASE FEE REFUNDABLE: The purpose of the lease is a good fit between horse and lessee. Should there be any issues that make the lease not successful; other than noted under part 1 above; the horse(s) may be returned to Roanchar Ranch Draft Hors Rescue, Inc. with a full or partial return of the lease fee according to the following:

- Within 7 days of lease – 100% of lease fee will be returned.
- Within 30 days of lease – 30% of lease fee will be returned.
- Within one year of lease – 10% of lease fee will be returned.
- *The horse(s) may be returned to Roanchar Ranch Draft Horse Rescue, Inc. during the life of the horse(s), for any reason.*

- *The horse (s) CANNOT be sold, auctioned, or given away under any circumstances*

- 6. Any individual or organization in possession of the equine as of the date of the agreement and any time thereafter is bound to not sell the equine at auction for slaughter or allow the equine to be sold, transferred, released, or otherwise placed into possession of any person or organization that will cause or allow the equine to be sold at auction for slaughter.**
- 7. We have read and agree to all terms of this Equine Lease Agreement and attest that all information on the Lease Application is true and accurate and becomes a part of this Lease Agreement. We hold harmless Roanchar Ranch Draft Horse Rescue, Inc., and all its employees and volunteers from any and all liability or responsibility for accident, damage, injury, or illness that may occur as a result of this lease.**
- 8. This Lease may not be changed, modified or altered except by an instrument of writing signed by the parties hereto. This Agreement shall be construed in accordance with the laws of the State of New York. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation. Wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict.**

Any Claim or dispute arising out of or relating to this Agreement of the breach thereof shall be settled by arbitration in Buffalo, New York in accordance with the rules and regulations then obtaining of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Lessee Signature

Date:

Roanchar Ranch Draft Horse Rescue Signature: _

Lida Ellsworth

Date: