

# 4-H Horse and Pony Lease<sup>1</sup>

E. L. Johnson and Wendy DeVito<sup>2</sup>

## Introduction

In the Florida 4-H Horse Lease Program, the same animal may be leased by up to three 4-H members and all Lessees must conform to the requirements of the Florida 4-H Equine Program. Refer to the current year “Florida 4-H Area & State Horse Shows Official Rules” for current rules regarding leasing a horse. Also in the current rulebook are the class entry rules for sharing a horse in the Area and State 4-H Horse shows.

This lease form is to be used as an agreement between one Lessee and the Horse owner. If other Lessees are sharing the Horse, they must each complete a separate lease form.

This lease form was designed to cover the basic agreement between a 4-H member and a horse owner. If either party prefers to delete or edit any of the wording, or add more wording, it may be done as long as both parties agree and it does not alter any lease rules required by 4-H. Members of the general public leasing the same Horse as a 4-H youth are not required to use this particular form. However, anyone involved in a horse lease is encouraged to have similar agreements spelled out in writing.

This document contains the forms that might be needed for one 4-H'er to lease a horse: a page of instructions, a page of advice, the 3-page lease form, and 2 copies of the addendum (if up to two others are sharing Horse).

1. This document is 4HHSF01, one of a series of the 4-H Youth Development Department, UF/IFAS Extension. Original publication date March 2011. Reviewed April 2018. Visit the EDIS website at <http://edis.ifas.ufl.edu>.

2. E. L. Johnson, Extension horse specialist; and Wendy DeVito, Animal Sciences Youth Program coordinator; UF/IFAS Extension. Gainesville, FL 32611.

A Lease Agreement is between the Lessor and Lessee—UF/IFAS, and 4-H are not parties in this lease and have no rights or responsibilities in any of its terms. Rules stated regarding leasing are to ensure that a 4-H'er is formally leasing a horse for 4-H project purposes. Any suggestions for completing the lease are given so both parties can enter the agreement with as much information as possible. This publication is not meant as legal advice, nor is it meant to replace counsel from an attorney.

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U.S. Department of Agriculture, UF/IFAS Extension Service, University of Florida, IFAS, Florida A & M University Cooperative Extension Program, and Boards of County Commissioners Cooperating. Nick T. Place, dean for UF/IFAS Extension.



## 4-H HORSE AND PONY LEASE

### Instructions for Use

E.L. Johnson, Extension Horse Specialist, Wendy DeVito, AnSc Youth Programs Coordinator



In the Florida 4-H Horse Lease Program, the same animal may be leased by up to three 4-H members and all Lessees must conform to the requirements of the Florida 4-H Equine Program. Refer to the current year “Florida 4-H Area & State Horse Shows Official Rules” for current rules regarding leasing a horse. Also in the current rulebook are the class entry rules for sharing a horse in the Area and State 4-H Horse shows.

**Basic terms:** Once it is defined who is represented by these terms at the beginning of the lease, only the representative term will be used throughout the document.

**Lessor:** The person who has the authority to grant a lease; usually the horse owner.

**Lessee:** The person leasing the horse from the Lessor. Could be a 4-H member, or a youth or adult from the general public.

**Horse:** All encompassing term for the animal described in the lease form; could be horse, pony, mule, donkey, etc.

**This lease form is to be used as an agreement between one Lessee and the Horse owner.** If other Lessees are sharing the Horse, they must each complete a separate lease form.

- The Lessee and Lessor should each keep a copy of the Agreement for reference.
- A copy should also be given to the 4-H Agent to file as proof of leasing the Horse for 4-H show eligibility purposes.

**If a Horse is being leased to multiple persons, or if anyone will have access to the use of the Horse other than the Lessee named on the 4-H Horse and Pony Lease Agreement, the Lessor must complete an addendum for each person who will be using the Horse.**

- The 4-H Program can only define how many 4-H’ers may share a lease on a horse for 4-H shows. However, the 4-H Program cannot limit how many other people from the general public may also lease or use the same horse.
- It is in the best interest of the Lessee to know exactly who else will be using the leased Horse and what everyone’s responsibilities and commitments are (for upkeep and use, as well as legal).
- This Addendum simply discloses a summary of the usage agreement that the Horse owner has with each of the other persons using the Horse.
- The addendums do not need to be notarized, nor do copies need to be given to the 4-H Agent. It is just an information disclosure from the Horse owner to the Lessee.

This lease form was designed to cover the basic agreement between a 4-H member and a horse owner. If either party prefers to delete or edit any of the wording, or add more wording, it may be done as long as both parties agree and it does not alter any lease rules required by 4-H. Members of the general public leasing the same Horse as a 4-H youth are not required to use this particular form. However, anyone involved in a horse lease is encouraged to have similar agreements spelled out in writing.

This document contains the forms that might be needed for one 4-H’er to lease a horse: a page of instructions, a page of advice, the 3-page lease form, and 2 copies of the addendum (if up to two others are sharing Horse).



## 4-H HORSE AND PONY LEASE

### “Things to Think About” when Completing

E.L. Johnson, Extension Horse Specialist, Wendy DeVito, AnSc Youth Programs Coordinator



Horse leases should help protect the interests of both the youth leasing the Horse and the Horse's owner. To help prevent possible confusion and/or disagreements later, try to think through all the situations that may arise during the length of the lease. Then, include how they will be handled in the written lease. Some examples of questions to address which are not specifically asked in the lease include:

- Will you be required to take a minimum number of lessons? Or expected to meet a certain level of proficiency before being allowed to take the Horse to a show?
- If you qualify for the State 4-H Horse Show, will you be allowed to take the Horse to Tampa for 3-4 days? If you qualify for Regionals, will you be allowed to travel with the Horse out of state for a week?

If someone else is sharing the leased Horse, it is very important that everyone involved knows who else has access to, and responsibilities for, the Horse. For example, if you are leasing a horse that will be used by others, you will probably want to be clear on details such as:

- Exactly who else might be using this Horse? Is it other 4-H'ers, other adults/youth not in 4-H, clients of the owner taking lessons?
- Do these other people who will be using the Horse have their own lease agreements, or are they using the horse at the owner's discretion?
- How will everyone split riding times during the week?
- How will the Horse be shared at open horse shows? At 4-H horse shows? At the Area & State 4-H horse shows?
- How are the routine maintenance costs split between everyone involved in leases? How will the unexpected veterinary bills be split between the lessees?
- If the Horse is hurt when being used by another lessee, will you be responsible for veterinary bills? What about if it is hurt during routine handling by the owner or someone on his/her staff – are the lessees responsible for the veterinary bills?
- If the Horse hurts someone or something when being used by another lessee, will you be liable? What about if it hurts someone or something during routine handling by the owner or someone on his/her staff – are the lessees going to be liable?

These are just some of the questions that may arise when you and the Horse owner discuss the parameters of the lease. As the form is completed, really think about and discuss the ramifications of what is being asked in the agreement. Then be sure everything that what was decided in the ensuing discussion is included in writing in the lease agreement.

Note: A Lease Agreement is between the Lessor and Lessee – UF/IFAS/4-H is not a party in any of the terms and responsibilities. Rules stated regarding leasing are to ensure that a 4-H'er is formally leasing a horse for 4-H project purposes. Any suggestions for completing the lease are given so both parties can enter the agreement with as much information as possible. It is not meant as legal advice, nor is it meant to replace counsel from an attorney.



# 4-H HORSE AND PONY LEASE AGREEMENT

E.L. Johnson, Extension Horse Specialist, Wendy DeVito, AnSc Youth Programs Coordinator



*Note: This form is to be used by one Lessee (rider).  
If other Lessees are sharing the horse, they must each complete a separate form.*

We, the undersigned, do hereby agree to the terms of the lease described herein:

This Horse Lease Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ (month, year) by and between:

<b>Owner/Lessor:</b> _____	<b>Lessee:</b> _____
Address: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
E-Mail: _____	E-Mail: _____
Phone: _____	Phone: _____

“Horse” – Lessor leases to Lessee upon all conditions set forth herein the full- or part-time use of the Equid more fully described as:

Animal's Name \_\_\_\_\_ aka \_\_\_\_\_  
 Breed \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_ Reg. No. \_\_\_\_\_  
 Color \_\_\_\_\_ Markings \_\_\_\_\_

The Term of this Lease shall commence on \_\_\_\_\_, 20\_\_\_\_ and terminate on \_\_\_\_\_, 20\_\_\_\_ and can be cancelled at any time by mutual consent or by failure of the Lessee/Lessor to fulfill the conditions of the agreement as specified herein.

In the Florida 4-H Horse Lease Program, the same animal may be leased by up to three 4-H members and all Lessees must conform to the requirements of the Florida 4-H Equine Program. If Horse is being leased by more than one person (4-H member or general public), then Lessor must disclose any persons that are leasing the Horse or that has access to the Horse's use. **Neither the Lessee nor Lessor will lease or lend Horse to anyone during the period of the lease, nor will it be ridden or handled by other than Lessee except as specified below.**

4-H Members Leasing Horse: \_\_\_\_\_  
 General Public Leasing Horse: \_\_\_\_\_  
 Additional usage permissions/limitations by Lessor or Lessee: \_\_\_\_\_

Addendums (4H HSF 01.1) must be attached to this Agreement which specify responsibilities and limitations for the care and use of the Horse for all persons listed above. This Lease has \_\_\_\_\_ associated Addendums.

Lessee shall be able to use the Horse on the following days and times during the term of this Lease:  
\_\_\_\_\_  
\_\_\_\_\_

The leased horse is permitted to show in Area/State 4-H Horse Show competitions with the following provisions:

1. All project animal general rules, regulations and procedures apply to all lease parties.
2. Not more than three members may lease the same project animal.
3. 4-H Lease Agreement must be on file in the member's County Extension Office by December 31 of the current 4-H year.

Lessee must specify below the way in which the horse will be used in 4-H Horse Shows.

Lessee/Rider Age, check one:	Junior Member	Intermediate Member	Senior Member	
Discipline, check applicable:	Hunter	Western	Saddle/Gaited	Speed

If a shared Horse, refer to the current Area & State 4-H Horse Show rulebook for limits on classes entered. If there is to be a limit on number or types of classes entered in shows other than the Area and State 4-H Horse Shows, specify this limit here:

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Trophies, ribbons, premiums, pay-backs and all other awards will become property of the Lessor/Lessee as specified below.

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Conditions as to an extended lease, limitations for travel/showing, permissions for travel/showing, and/or any other stipulations pertinent to the Lease arrangement should be specified below.

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If during the term of this Lease the Horse is in exclusive possession of Lessee, Lessee agrees to take full responsibility for the care of the Horse at Lessee's expense. It is understood that the Lessee will follow practices of good animal husbandry in protecting Horse from illness, injury, or suffering. This will include all necessary immunizations, other veterinary care, proper and adequate food, water, shelter, and farrier attention. However, in case of illness and/or injury, the Lessee will notify the Lessor and report treatment and progress at reasonable intervals. Lessor shall have the right at any time, in person or by authorized agent, to request permission to go upon the premises where Horse is housed to inspect the Horse and determine if said Horse is being properly cared for and in good health.

Lessee warrants that the Horse has been inspected and agrees to accept said Horse in present condition. If Lessee maintains Horse in a location other than the Lessor's property, Lessee shall pay for and provide transportation of the horse from the Lessee to the Lessor at the termination of the lease.

The title and ownership of the leased Horse shall be and remain in the name of the Owner/Lessor. Lessee shall not assign this Lease nor sublease the horse covered. The leased Horse shall be turned over to the Lessor in a healthy condition as determined by an agreed upon veterinarian.

If Lessee is in the exclusive possession of the Horse during the Term of the Lease, Lessee will insure the Horse for the sum of \$\_\_\_\_\_ with the Lessor listed as beneficiary, and will keep up the payments on said full mortality insurance policy at the Lessee's expense for the duration of the Lease. In the event of death of the Horse, the Lessee will notify the Lessor at once. An autopsy, if deemed appropriate, will be performed by the veterinarian mutually agreed upon and expenses will be split between Lessee(s) and Lessor. If the full mortality insurance policy clause is mutually agreed upon as unnecessary, indicate its waiver by signing below.

Owner/Lessor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner shall not hold Lessee liable for any serious injury or death of the Horse arising from events not resulting from negligence on the part of the Lessee. Lessee shall hold the Lessor/Owner harmless for any injury to persons or damages to any property caused by the leased Horse when being used by the Lessee. The Lessee will carry a liability policy specifically on this Horse both for the Lessee's protection and for that of the Lessor.

If Horse is being shared by multiple Lessees, and/or is available for use by non-Lease-bound parties (for example, lessons), and/or remains on the property of the Lessor, then responsibilities for damages caused by Horse, injuries caused by Horse, or injuries to Horse during times when Lessee named on this Lease is absent will be handled as follows:

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If the Horse is a bred mare, the foal is to remain with the mare on Lessee's property until the mutually agreed upon weaning age (age \_\_\_\_\_). During the pre-weaning interval, the foal is subject to the same management and insurance conditions as the mare. The Lessee is not held responsible for a foal that is stillborn or does not stand and nurse. Breeding arrangements and disposition of a mare's offspring will be as specified below.

The Lessee agrees to pay to the Lessor the total sum of \$ \_\_\_\_\_. Payment shall be made on the specified dates.

\$ \_\_\_\_ on \_\_\_\_\_, 20 \_\_\_\_      \$ \_\_\_\_ on \_\_\_\_\_, 20 \_\_\_\_      \$ \_\_\_\_ on \_\_\_\_\_, 20 \_\_\_\_  
\$ \_\_\_\_ on \_\_\_\_\_, 20 \_\_\_\_      \$ \_\_\_\_ on \_\_\_\_\_, 20 \_\_\_\_      \$ \_\_\_\_ on \_\_\_\_\_, 20 \_\_\_\_  
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**The parent/guardian should sign for Lessee under 18 years of age.** No modification of this lease shall be binding unless in writing.

I have read the foregoing and agree to the conditions as specified.

**Lessor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(Sign in presence of a Notary)*

State of Florida, County of \_\_\_\_\_.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_,  
who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_ (Signature)      Notary, Certificate No.  
\_\_\_\_\_ (Name Printed)

**Lessee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(Sign in presence of a Notary)*

State of Florida, County of \_\_\_\_\_.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_,  
who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_ (Signature)      Notary, Certificate No.  
\_\_\_\_\_ (Name Printed)

Note: The University of Florida, IFAS, and 4-H are not parties in this lease and have no rights or responsibilities in any of its terms.



Cooperative Extension Service, University of Florida, Institute of Food and Agricultural Sciences, Millie Ferrer-Chancy, Interim Director, in cooperation with the United States Department of Agriculture, publishes this information to further the purpose of the May 8 and June 30, 1914 Acts of Congress; and is authorized to provide research, educational information, and other services only to individuals and institutions that function without discrimination with respect to race, creed, color, religion, age, disability, sex, sexual orientation, marital status, national origin, political opinions or affiliations, genetic information and veteran status as protected under the Vietnam Era Veterans' Readjustment Assistance Act. Single copies of extension publications (excluding 4-H and youth publications) are available free to Florida residents from county extension offices. Information about alternate formats is available from IFAS Information and Communication Services, University of Florida, PO Box 110810, Gainesville, FL 32611-0810. **Revised December 2010.** Published March 2011. Reviewed July 2014.



## 4-H HORSE AND PONY LEASE ADDENDUM Disclosure of Additional Lessee

E.L. Johnson, Extension Horse Specialist, Wendy DeVito, AnSc Youth Programs Coordinator



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### I. ORIGINAL LEASE PARTIES

This addendum discloses further background to the Lease entered by the following parties with the effective date of \_\_\_\_\_.

**Owner/Lessor:** \_\_\_\_\_ **Lessee:** \_\_\_\_\_

Uses and responsibilities listed herein define the shared usage of the Equid ("Horse") named in the Lease Agreement:

Animal's Name \_\_\_\_\_ aka \_\_\_\_\_

### II. "ADDITIONAL PERSON" USING HORSE

Name of Additional Person leasing Horse: \_\_\_\_\_ 4-H Member      General Public

OR, name/group of Additional Person(s) who will be using Horse: \_\_\_\_\_ (Ex, Lessor, relatives, lessons, etc.)

### III. USAGE OF HORSE

If the Additional Person is a 4-H member, please specify below the way in which the horse will be used in 4-H Horse Shows.

Age, check one:	Junior Member	Intermediate Member	Senior Member	
Discipline, check applicable:	Hunter	Western	Saddle/Gaited	Speed

Describe the access that the Additional Person has to the Horse (days and times, shared use at shows, etc.).

\_\_\_\_\_

\_\_\_\_\_

Describe how the Additional Person may be using the Horse (riding styles, trail riding, traveling to events/clinics/trails, etc.).

\_\_\_\_\_

\_\_\_\_\_

### IV. RESPONSIBILITIES

Describe the responsibilities the Additional Person has for maintaining the Horse. This could include but is not limited to boarding, grooming, feeding, cleaning, tack care, veterinary care, hoof care and any associated costs.

\_\_\_\_\_

\_\_\_\_\_

Summarize what legal responsibilities the Additional Person has for the Horse. This could include but is not limited to damages caused by horse, injuries caused by horse, injuries to horse, etc.

\_\_\_\_\_

\_\_\_\_\_

### V. AGREEMENT

Signatures confirm that Lessor has disclosed all additional usage of Horse, and Lessee agrees and understands the parameters of the shared usage.

**Owner/Lessor:** \_\_\_\_\_ **Lessee:** \_\_\_\_\_



## 4-H HORSE AND PONY LEASE ADDENDUM Disclosure of Additional Lessee

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Describe the access that the Additional Person has to the Horse (days and times, shared use at shows, etc.).

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\_\_\_\_\_

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Signatures confirm that Lessor has disclosed all additional usage of Horse, and Lessee agrees and understands the parameters of the shared usage.

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