# WELD COUNTY LEASE AGREEMENT 4-H HORSE CLUB PROJECT MEMBER

| This lease made this                               | day of   | , year, between |
|--|--|-----------------|
| the owner (lessor)                                 |  | ,               |
| and the lessee(s)                                  |  | ·               |
| I: WITNESSETH<br>The owner hereby leases to the le | essee, the following equine, a                   | named           |
|  | sired by   | ,               |
|  | on<br>one else can lease it during this lease pe |                 |
| II: PURPOSE OF LEASE                               | o provide the lessee with this animal fo         |                 |

Horse Project. This intended use includes the following activities:

#### **III: TERMS OF LEASE**

Except under circumstances noted in Section VIII and Section IX, this lease is binding on all parties \_\_\_\_\_\_\_\_\_ (date) This lease is non-renewable except on express written agreement of the parties. No oral modification of this lease will be binding on either party, any modification of this lease must be in writing and signed by both parties. All representations made are set forth in this lease, all other representations merged into this lease.

### **IV: RENTAL TERMS**

| The lessee agrees to rent this animal from the lessor for the | term of this lease for the total sum of |         |
|---|---|---------|
| dollars payable as follows: 1. A lump sum payment due on      | (date) or, 2                            | dollars |
| payable on the first day of every month for                   | months or other terms                   |         |

#### (All lease agreements must be at least 9 months in length and must be renewed each year.)

Any monetary, or other awards or compensation arising from the lessee's use of this horse in his/her 4-H Horse Project or related activities will belong solely to the lessee.

**V:** The lessor and lessee agree to the following concerning the ownership of foal of this project and brood Mare, if applicable:

### **VI: LESSEE'S RESPONSIBILITIES**

A. Care and Maintenance of the Animal

The lessee agrees to feed, care, exercise, and otherwise maintain the well being of this animal in a responsible manner over the term of this lease. Certain expenditures associated with the ownership and use of this animal will be borne by lessor and/or lessee as specified below.

1. Veterinarian and drug expenditures in excess of \_\_\_\_\_\_ dollars

2. Breeding Fees \_\_\_\_\_

3. Insurance covering death or injury to animal will be carried by \_\_\_\_\_\_

\_\_\_\_\_

4. Insurance covering damages horse and/or rider may inflict on others will be carried by

5. Other: \_\_\_\_\_

All other care and maintenance costs will be borne by the lessee.

B. The lessee agrees to return this animal to the lessor within five (5) days of the termination of this lease, unless otherwise mutually agreed.

### **VII: LESSOR RESPONSIBILITIES**

The lessor guarantees that the animal subject to this lease is serviceably sound and as represented to the lessee with respect to bloodlines, age, health, temperament and training, with the following noted exceptions:

\_\_\_\_\_\_

Misrepresentation of this animal on part of the lessor unless adjusted to the satisfaction of the lessee shall be sufficient cause for termination of the lease and seeking of damages.

### **VIII : RESOULUTION OF DIFFERENCES BETWEEN PARTIES**

In the event that differences between lessor and lessee cannot be settled through discussion and mutual agreement, then failure or refusal by either party to carry out any material provision of this lease shall give the other party the right to terminate this lease. In addition, the right to compensation for damages suffered by reason of such breech.

Differences that cannot be resolved by mutual agreement shall be subjected to arbitration at the request of either party. Arbitration can be performed by a disinterested person mutually agreeable to lessor and lessee or by an arbitration committee, one selected by each party hereto, and the third by the two thus selected. The decision of such arbitration shall be binding on both parties.

## **IX: TERMINATION OF THE AGREEMENT**

Termination of the agreement can be accomplished by mutual consent of lessor and lessee, otherwise termination will become effective five (5) days after either party has furnished the other party with written notice specifying the delinquency and election to terminate has been served on the delinquent party, unless either party has requested that the matter be subjected to arbitration or the delinquent party has corrected the delinquency.

\_\_\_\_\_

### Parties signatures, address & phone: