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 animal, 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 animal.

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

1. Identification of the animal (name, registration number if registered); the name, address, and phone number of the youth (lessee) leasing the animal; 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 animal. 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 animal with the owner as the beneficiary to cover possible loss due to the death of the animal.
3. Where the animal will be housed and who is responsible for the daily care of the animal; any feed, health care (i.e. deworming, vaccinations, etc), foot care, and/or special housing requirements made by the owner.
4. The purpose(s) for which the animal 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 animal.
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 animal 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 can not advise you as to specific terms or wording in a lease agreement. You may even want to consult an attorney.