



LIVESTOCK LEASE AGREEMENT for _____
(name of horse/pony)

between

(the "Lessor")

AND

RIDING FOR THE DISABLED ASSOCIATION S.A. INC.

_____ CENTRE
(the "Lessee")

RIDING FOR THE DISABLED ASSOCIATION SA INC
215 Portrush Rd
MAYLANDS SA 5069
Telephone: 8331 1833
Fax: 8331 1188

Name of Lessor _____
Address _____
Phone _____ Fax _____
Mobile _____
Email _____

LIVESTOCK LEASE AGREEMENT:

THIS AGREEMENT dated the _____ day of _____ 20 ____

BETWEEN:

_____ (hereinafter called the "Lessor") of the one part

AND

RIDING FOR THE DISABLED ASSOCIATION S.A. INC (hereinafter called the "Lessee")
of the other part

WITNESSES THAT the Lessee agrees to lease from the Lessor on and subject to the terms and conditions hereinafter set out the horse described in the Schedule (hereinafter called the "Animal") for the period stated in the Schedule. The terms and conditions set forth in the following pages shall form part of this lease agreement, and the parties shall by their execution hereof be bound by such terms and conditions accordingly.

THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT:

The Lessee covenants and agrees with the Lessor:

1. To maintain the Animal in the best possible health, form and condition to enable it to be used for the intended purpose shown in the Schedule and to provide all proper accommodation, stabling and foods.
2. That the Lessee shall pay any entry fees or other charges and expenses incurred in entering the Animal in any event, competition or contest in which the Lessee desires to enter the animal.
3. To provide all veterinary services (capped at the amount of \$500.00) and farrier services for the Animal which may be necessary or desirable together with any medicines or treatments in accordance with the advice of a qualified veterinary surgeon and farrier and will not administer or allow to be administered to the Animal any drug, medicine or treatment except in accordance with sound veterinary and farrier practices and advices or where the Lessee agrees so to do at the request of the Lessor.
4. To forthwith notify the Lessor of the death or sickness of or any injury to the Animal and of all veterinary diagnoses, opinions and recommended treatments for the Animal.
5. That no change of the usual place at which the Animal is to be kept may occur without permission of the Lessor.
6. That following discussion with the Lessee and at a mutually agreed upon time, to permit the Lessor or the Lessor's servants and agents with or without veterinary surgeons to enter upon the premises where the Animal may be to inspect and test the state and condition thereof and the compliance by the Lessee with the provisions hereof.
7. To take reasonable precautions to protect the Animal from any distress, harm or seizure.
8. That the Lessee will not wilfully do or neglect to do any act by reason of which the Animal may become disqualified from entering or taking part in any event, competition, contest, parade, demonstration or show.

9. That the Animal's tail shall not be pulled or shaved nor its body clipped nor its mane hogged unless permission given. YES / NO
10. From time to time (as necessary) its teeth shall be treated and it shall be stomach drenched for worms by and in accordance with the advice of a qualified veterinary surgeon.
11. That the Animal is to be collected from and returned to the Lessor at the place and time, and in the method, to be reasonably specified by the Lessor and at the Lessee's expense.
12. The Lessee undertakes to exercise all reasonable care for the Animal but without incurring any liability for any lameness, sickness injury or death or diverse howsoever arising from which the Animal may suffer.
13. To use and possess the Animal at the Lessee's risk and the Lessor shall not be liable to the Lessee for or in respect of:
 - (a) injury to persons or damage to property caused by the Animal or use or possession of the Animal by any person; or
 - (b) any loss or damage caused to or suffered by the Lessee directly or indirectly resulting from the death, disease, sickness, infertility, impotency, incapacity, breakdown, defect, disability or injury of or to the Animal.
14. To indemnify the Lessor and keep the Lessor indemnified from and against all actions, proceedings, claims and demands whatsoever by any person, firm or corporation indemnity whether in respect of damage to property injury to person or otherwise arising out of or alleged to arise out of the use or possession of the Animal or any accident to or in respect of the Animal.

AND IT IS FURTHER MUTUALLY AGREED BETWEEN THE LESSOR AND THE LESSEE THAT:

15. The Lessor warrants and represents that the Animal complies with the description in the Schedule and that the Animal is sound, in good health, free from injury, disability and vice and is fit for the purpose for which the Lessee requires it.
16. If:
 - (a) the Animal shall become unsuitable for use by the Lessee by virtue of disease, sickness, incapacity, injury, breakdown, defect, disability or the death of the Animal (other than as a result of any wilful act or neglect of the Lessee); or
 - (b) by mutual agreement or one months notice between the Lessor and the Lesseethe Animal will be returned to the Lessor or the Lessor's nominee at a time and place nominated by the Lessor.
17. Nothing herein contained shall confer on the Lessee any assignable right, property or interest at Law or in equity in or to the Animal and the Lessee shall not agree to or attempt to, offer or purport to sell, assign, pledge, mortgage or let on hire or otherwise part with or attempt to part with the possession of the Animal or its interest therein or in this lease.
18. All the rights and powers of the Lessor under this lease shall remain in full force notwithstanding any neglect, forbearance or delay in the enforcement thereof and the

Lessor shall not be deemed to have waived any rights or any provisions of this lease unless such right or provision is expressly waived by writing under the Lessor's hand.

19. The Lessee duly and punctually complying with its covenants and obligations hereunder shall be entitled to possess and use the Animal without any interruption by the Lessor or any person claiming through or on behalf of the Lessor.

20. The Lessor acknowledges familiarity with the Lessee and manner in which the Lessee customarily cares for, treats, feeds and uses animals owned by the Lessee. Save to the extent of any express inconsistency between the terms of this lease and the manner in which the Lessee customarily cares for, treats, feeds and uses its animals, nothing contained or implied in this lease shall require the Lessee to care for, treat, feed or use the Animal other than in accordance with the Lessee's customary standards.

Address where Animal will be kept

Phone: _____

INTENDED PURPOSE: _____

Period of Lease:

From: _____ **To:** _____

RESIDUAL VALUE

\$ _____

IN WITNESS WHEREOF the parties hereto have executed this agreement.

SIGNED by the said) _____
*****) _____
in the presence of:) _____

SIGNED by the said) _____
*****) _____
in the presence of:) _____