

**HORSE LEASE AGREEMENT**  
**"Business Contract" - to be used by commercial operations.**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between **MONTANA HORSES**, hereinafter called "**Lessor**", and

\_\_\_\_\_  
hereinafter called "**Lessee**", *in duplicate*,

**WITNESSETH:**

WHEREAS, Lessor is the owner and possessor of certain riding horses and equipment.  
IT IS THEREFORE mutually agreed by and between the parties hereto as follows:

**1. The Lessor will provide:**

\_\_\_\_\_ Head of Horses

\_\_\_\_\_ Sets of Riding Equipment (including 1 saddle, 2 pads, 1 halter with attached lead, 1 bridle)

\_\_\_\_\_ Sets of Pack Equipment (including 1 pack saddle, 2 pack panniers, 2 pads, 1 halter with attached lead)

This agreement does not permit these horses or equipment owned by Lessor to be sold and such sale will be treated as a criminal act.

**2. The Lessor \_\_\_\_\_ will or \_\_\_\_\_ will not (check one) shoe horses prior to delivery.**

**3. The Lessor \_\_\_\_\_ will or \_\_\_\_\_ will not (check one) provide a current Coggins Test for use in transporting horses outside the State of Montana. If so, destination \_\_\_\_\_.** Lessor will provide proper paperwork to exit the State of Montana and the ability to re-enter within 30 days. Horses leaving Montana for longer than 30 days will require a re-entry permit and possibly more current Coggins results, the cost and arrangements for which will be handled and paid for by the LESSEE.

**4. DELIVERED HORSES (Hauled by Montana Horses):**

Lessor will deliver and retrieve horses in load lots of **10 head or more** within 250 miles of Three Forks, Montana. Lessee will be charged \$2.50 per loaded mile for delivery and/or retrieval of loads less than 10 head or further than 250 miles. When possible, Lessor will combine loads and/or pro-rate trucking to equal 10 head or more. Lessor may impose a fuel surcharge on all delivered or retrieved horse if trucking costs increase within the year.

Delivery date: \_\_\_\_\_ at \_\_\_\_\_ a.m. or p.m. (Mon-Sat)

Location of Delivery: \_\_\_\_\_

Retrieval date: \_\_\_\_\_ at \_\_\_\_\_ am or pm.(Mon-Sat)

**5. PICKED UP HORSES (Hauled by Lessee):**

Lessee will pick up horses and equipment on \_\_\_\_\_ (Date) at \_\_\_\_\_ am or pm.

Lessee will return horses and equipment on \_\_\_\_\_ (Date) at \_\_\_\_\_ am or pm.

**6. The Lessee will provide suitable pasture and supplementary feed to keep all of the said horses in good usable condition during the entire period of its possession and will deliver said horses back into the possession of the Lessor at the end of the contract period in good condition. It is understood that the Lessor will not be responsible for any veterinarian costs, veterinarian supplies, extra labor expenses, and income loss due to disabled horses. Lessee also agrees to maintain proper shoes on each animal. All expenses are the responsibility of the Lessee to include losses due to pre-existing conditions. The Lessee will keep all said equipment in good usable condition during the entire period of its possession and return at the end of contract period the said equipment in the same condition as received.**

**7. Lessee will bear all costs of treatment during the period of contract for horses which become sick or injured while in its possession. In the event that the horses are permanently injured so as to no longer be usable to the owner, the Lessee agrees to pay the sum of \$2500 (two thousand five hundred dollars) for each injured or missing horse. Horses returned with bad wither sores, kidney sores, malnourished, or damaged so as to be temporarily unusable, the Lessee agrees to pay the Lessor \$500 penalty charge. Lessor will be the sole judge in this matter. Lessee understands that abuse, neglect, or mistreatment of these horses may also result in criminal charges.**

8. The Lessee agrees to hold harmless, defend and indemnify the Lessor against any claims or actions for damage or injury resulting from the use of any of the horses and equipment which are the subject of this agreement while such horses and equipment are in the possession and under the control of the Lessee. The Lessor agrees to notify the Lessee promptly if such claims or actions are brought against him and agrees to cooperate fully with the Lessee in the defense of any such claims or actions. Lessee agrees to adhere to the provisions of Montana Statute 27-1-727 regarding liability risk inherent in equine activities.

**WARNING: AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT ENGAGED IN AN EQUINE ACTIVITY RESULTING FROM THE RISKS INHERENT IN EQUINE ACTIVITIES. M.S. 27-1-727**

9. Lessee agrees to name Lessor as additionally insured under Lessee's commercial liability insurance policy, applicable to all horses owned by Montana Horses and in Lessee's possession, and provide Lessor with a certificate of such insurance coverage prior to acceptance of the horses and beginning of the season.

10. Original transportation/brand papers may accompany each horse and must be returned to Montana Horses. Loss of brand papers is subject to a \$30 re-inspect charge per head. Brand enforcement authorities can hold livestock and fines will be levied against anyone not carrying proper brand papers

11. Lessee will pay to the Lessor as lease fee the sum of:  
Lease Fee Calculation (*Use accompanying rate card to determine lease*):

(Number) \_\_\_\_\_ horses at \$ \_\_\_\_\_ per horse = \_\_\_\_\_

(Number) \_\_\_\_\_ equip. at \$ \_\_\_\_\_ per unit = \_\_\_\_\_

(Number) \_\_\_\_\_ shod at \$85 per horse (\$100 for draft horses) = \_\_\_\_\_

Delivery ( \_\_\_\_\_ loaded miles @ \$2.50 per mile) = \_\_\_\_\_

Retrieval ( \_\_\_\_\_ loaded miles @ \$2.50 per mile) = \_\_\_\_\_

Brand/Coggins (out of state only, \$40 per head) = \_\_\_\_\_

A 3% office processing fee will be charged to all accounts; = \_\_\_\_\_  
However, it will be refunded for payments made by cash or check.

**TOTAL LEASE = \_\_\_\_\_**

**AMOUNT ENCLOSED - \_\_\_\_\_ (1/3 total lease)**

**ONE-THIRD (1/3) OF TOTAL LEASE FEE REQUIRED TO RESERVE HORSES - NON REFUNDABLE, MUST ACCOMPANY CONTRACT.**  
Remaining balance due upon delivery of horses into possession of Lessee.

If using Credit Card, amount charged accompanying contract will equal "**Amount Enclosed**" above.

Circle one: Visa / Mastercard Card # \_\_\_\_\_ exp. date \_\_\_\_/\_\_\_\_

Name on Card : \_\_\_\_\_

Billing Address: \_\_\_\_\_

Signature: \_\_\_\_\_

12. Lessee agrees to provide a **\$2500** security deposit. Required of every lessee unless waived by Lessor. This is the maximum liability PER HORSE. This deposit is to be paid separate from the lease fee and **is not** a part of the lease fee. The security deposit will be returned at the close of the season by the ranch office or upon delivery of horses back to Lessor provided that the horses and equipment are returned in satisfactory condition.

13. Default in payment as shown above or mistreatment or abandonment of horses will result in immediate repossession of horses by Lessor and automatic forfeiture of all lease fees by Lessee.

14. Lessee acknowledges that Lessor's base of operations is in Gallatin County, Montana. Lessee agrees to submit himself or herself to the exclusive jurisdiction of the courts of Gallatin County to enforce or defend any rights under this Agreement or any actions arising from the subject matter of the Agreement.

15. A 1.25% service charge will be added to past due accounts (annual rate of 15%). If account is placed with an attorney for collection, Lessee agrees to pay all costs and attorney fees whether or not suit is brought.

16. Lessee agrees to be responsible for the safety and supervision of any persons riding or using said horses, acting in the capacity of agent for such persons, during the term of this Lease Agreement. Lessee fully understands and agrees that Montana Horses or its agents shall not be held responsible for any claims which may be brought by any person or persons for the use of said horses. Lessee agrees that Montana Horses shall be held blameless for such use, and I further agrees to indemnify Montana Horses against such if any. Lessee shall pay all costs and attorneys' fees from any legal proceedings which Lessee may bring contrary to this agreement and which is received in favor of Montana Horses, its agents, servants or employees. **Montana Horses makes no guarantees about any aspect of said horses' temperament, health, or appropriateness and implies no guarantee as to the safety of the horses or to lessee's safe involvement with these horses.**

IN WITNESS WHEREOF, the parties have hereunto affixed the hands and seals the day and year first above written.

Lessee (Print): \_\_\_\_\_

Street or Box Number: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

E Mail: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Lessor Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

PLEASE FILL OUT AND RETURN IN DUPLICATE, A SIGNED COPY WILL BE RETURNED FOR YOUR RECORDS. Thank you.



Montana Horses, Inc.  
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Thank you and please feel free to call with any questions.

## 2012 RATES

### SEASONAL HORSES:

**Full Season** May 8th through October (over 2 weeks, up to five months)

1-5 head        \$1000 per head  
6-9 head        \$925 per head  
10 head or more        \$850 per head

Horses can be delivered and retrieved in loads of 10 head or more for no charge within 250 miles. Delivery for smaller loads or further than 250 miles – add \$2.50 per loaded mile

### **EQUIPMENT:\$75**

This includes a complete set of either Pack or Riding gear.

Riding = Saddle, Bridle, Halter with Lead, Pad

Pack = Pack Saddle (wood sawbuck), Canvas Pack Panniers, Halter with Lead, Pads

### **SHORT TRIPS – SUMMER ONLY:**

**DAILY LEASE** (During daylight hours only, same-day pick up and drop off)

\$125 per horse, includes equipment if needed

### **Short Trip 4 - 14 days**

\$500 per horse (Must be qualified horseman or attend Pack/Horsemanship Session)

\$75 per set of equipment (This includes a complete set of either Pack or Riding gear.)

### **HUNTING SHORT TRIP LEASES ARE NO LONGER AVAILABLE**