

HORSE LEASE AGREEMENT

I, (PLEASE PRINT NAME) _____ (LESSEE) agree to lease _____ (number) horses and _____ (number) sets of equipment (ride # _____ pack # _____) from Montana Horses, Inc. (LESSOR).

Upon taking possession of these horses, I understand and agree that **I must be a qualified horseman** with the ability to and the knowledge of how to care for and ride a horse properly. I will be my own guide and outfitter and assume full liability and responsibility for them while they are in my possession. I will provide hay, grain, and water in sufficient amounts to return the animals in the same or better state of health than they were in when I received them. I agree that a Montana Horses agent will be the sole judge in this matter. It is understood that Montana Horses will not be responsible for any veterinarian costs, veterinarian supplies, extra labor expenses, and income loss due to disabled horses. All expenses are my responsibility and include losses due to pre-existing conditions. I also agree to maintain proper shoes on each animal. In the event that a horse is permanently injured so as to no longer be usable by the owner, I agree to pay Montana Horses the sum of two thousand dollars (\$2000.00) for each injured or missing horse. For horses returned with bad wither, kidney, or cinch sores, malnourished, or damaged so as to be temporarily unusable, I agree to pay a \$400 penalty charge per horse. I understand that abuse, neglect, or mistreatment of these horses may also result in criminal charges.

I also agree that if any equipment furnished with the horse is damaged or lost, I will replace it with equipment of like value, or I will pay for it at the following rates: Saddle - \$450; Bridle - \$35; Halter - \$15; Halter Rope - \$10, Saddle Blanket or Pad - \$25; Pack Saddle - \$250; Panniers - \$150 a set; Saddle Panniers - \$100; Breast Collars - \$30. Assessment of repair costs will be made by a Montana Horses agent upon return of equipment.

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

I understand that:

1. A minimum security deposit of two thousand dollars (\$2000) is required upon delivery of horses into my possession.
2. 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 Montana Horses provided the following conditions are met:
 - a. I pick up the horses or am at the delivery location as specified in this contract.
 - b. I stay with the horses until they are picked up by Montana Horses.
 - c. I return the horses and equipment in satisfactory condition.
3. Lease is to be paid 1/3 upon completion of contract and 2/3 upon delivery of horses and equipment into my possession. Horses are reserved only with a completed contract and down-payment.
4. Horses picked up and delivered back to the ranch must be done during daylight hours! (8 a.m. to 7 p.m.) No deliveries or pickup of horses will be done after dark at the ranch. If unable to arrange a drop/pick up time during these hours, I will schedule it for the previous day or the following day and make proper arrangements to care for horses while they are overnighed.
5. Payment may be in the form of cash, Visa/Mastercard, or check. A security deposit will be required upon receiving horses and will be returned in the same form it was received. No security deposits will be "held."

OUT OF STATE HORSES:

My destination is (name of state & nearest town or hunting unit) _____
Allow approximately 2 weeks for processing out of state brand and health papers.

PICKED UP HORSES (Hauled by Lessee):

I will pick up horses and equipment on _____ (Date) at _____ am or pm. (Open 8a.m. - 7p.m.)

I will return horses and equipment on _____ (Date) at _____ am or pm. (Open 8a.m. - 7p.m.)

(Please be specific and call ahead if deviation from these times is necessary)

DELIVERED HORSES:

Delivery date: _____ at _____ a.m. or p.m.

Deliveries and pickups are made between 10am and 4 pm Monday through Saturday depending on the distance from the ranch and scheduled stops for the truck on that day. Horses are hauled in loads of ten head or more within 250 miles and smaller loads or further distances are subject to a \$2.50 charge per loaded mile. I understand I may be asked to accompany a scheduled delivery if I expect to pay full load rates. Montana Horses is permitted to deliver onto state, county, or private rights-of-way and will not deliver onto National Forest or Forest Service roads.

I want the horses delivered to the following location (include map and specific directions) _____

I agree to be at this location on the date and time indicated. I understand, due to unpredictable weather conditions, etc., delivery of the horses can be late. I understand that a fuel surcharge may be assessed on all trucking if the price of fuel or travel increases in the year.

Return date _____ at _____ am or pm.

I want the horses to be picked up at the following location (if different from delivery): _____

I agree to stay with the horses until Montana Horses picks them up regardless of time. Since our trucks sometimes have to make several pickups or drops on the same date please be at the location agreed upon at the time specified. Abandonment of horses will result in automatic forfeiture of all security deposits.

Default in payment as shown on this agreement or mistreatment or abandonment of horses will result in immediate repossession of horses by owner or his authorized agent and automatic forfeiture of all lease fees and security deposit. This agreement does not permit these horses or equipment leased from Montana Horses to be sold and such sale will be treated as a criminal act.

Riders furnishing their own equipment can borrow extra pads at no extra charge.

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

I agree 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. I fully understand and agree that Montana Horses shall not be held responsible for any claims which may be brought by any person or persons for the use of said horses. I agree that Montana Horses shall be held blameless for such use, and I further agree that I will indemnify Montana Horses against such if any. I understand that there are significant risks inherent in equine activities that could result in injury or death to me or any persons riding or using these horses. I understand that I am responsible for my own safety and those who use these horses. **Montana Horses makes no guarantee as to the safety of the horses or to my safe involvement with these horses.**

I acknowledge that Montana Horses' base of operations is in Gallatin County, Montana. I agree to submit myself to the exclusive jurisdiction of the courts of Gallatin County to enforce or defend any rights under this Lease Agreement or any actions arising from the subject matter of this Lease Agreement. I shall pay all costs and attorneys' fees from any legal proceedings which I may bring contrary to this agreement and which is received in favor of Montana Horses, its agents, servants or employees. I agree to adhere to the provisions of Montana statute 27-1-727.

WARNING

UNDER MONTANA LAW, 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, PURSUANT TO M.S. 27-1-727

Care of Horses: I am responsible for supplying feed for the horses. I understand and agree to provide:

1. A minimum of 30 lbs of good hay **OR** 8 hours of grazing on good grass **OR** proper pelletized complete feed per horse per day. **PLUS** 2 gallons of grain per day (1 morning and 1 night). (Note: If using public lands, certified weed-free feed is required)
2. Horses must be watered at least twice per day whether used or not – more often if using pellets or working horses.
3. Horses must be unsaddled and unbridled each night.
4. I will NOT run horses up hills.

5. I will NOT pack over 150 pounds per pack horse.
6. I will not continue to use a horse if it becomes sore.
7. I will not ride double (2 people).
8. I will not leave horses on a trailer overnight or for more than 8 hours without feed and rest.
9. I fully understand and have read completely the policy regarding damaged, sores, and death of horses and understand my security deposit will be forfeited, all or in part, if Montana Horses judges my leased horses or equipment to have been returned in unsatisfactory condition.

I Request the Following:

Number of Horses _____ (saddle horses # _____ pack horses # _____)

Sets of Equipment _____ (full ride # _____ full pack # _____ saddle panniers # _____)

Lease Fee Calculation (Use accompanying rate brochure to determine lease):

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

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

(Number) _____ shod at \$ _____ per horse = _____

Delivery (miles one way _____ @ \$2.50 per mile) = _____

Retrieval (miles one way _____ @ \$2.50 per mile) = _____

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

Trailer Rental (\$400 per trip or \$80 per day) = _____

Other Charges (saddle panniers - \$25, feed, etc.) = _____

A 3% office processing fee will be added to all purchases. = _____

(3% will be discounted for purchases made by cash or check.) (_____)

Total Lease = _____

AMOUNT ENCLOSED (1/3 reservation down-payment) - _____
NON-REFUNDABLE, MUST ACCOMPANY CONTRACT

TOTAL SECURITY DEPOSIT (due upon arrival) = \$2000

\$2000 is maximum liability PER HORSE

Security deposits will be returned in the same form in which they are received. .

If using Credit Card, complete following: Amount to charge _____

Circle one: Visa / Mastercard Card # _____ exp. date ___/___

Name on Card : _____

Billing Address: _____

Signature: _____

