

# CLYDESDALE HORSE SOCIETY OF NEW ZEALAND(INC.)

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## LEASE AGREEMENT FOR CLYDESDALE

This lease executed on the ..... day of ..... 20..... by and between  
..... hereinafter referred to as “owners” and  
..... hereinafter referred to as “lessees”.

Witnessed: Owner does hereby agree to lease to lessee and lessee does hereby lease from the owner for a period of ..... year(s) ..... months. Beginning the ..... day of ..... 20..... and ending the ..... day of ..... 20..... the following registered Clydesdale: ..... Registration Number: ....., Volume: .....

**RENTAL:** The lessee agrees to pay the Owner a total sum of \$..... for the use of the above Clydesdale for the lease period to be paid upon execution of this agreement. In addition, the Lessee agrees to pay the Owner a deposit in the sum of \$..... Before delivery of the said Clydesdale, which deposit will be refunded to the Lessee when the Clydesdale is returned to the Owner at the termination of this lease period providing the Clydesdale is in good condition (approximately the same condition as accepted by the Lessee at the beginning of the lease period). Lessee warrants that he/she (has) (has not) inspected the Clydesdale and agrees to accept said Clydesdale in the present condition. Lessees shall pay and provide for the transportation of the Clydesdale from Owner to the lessee and for the return of the said Clydesdale to Owner at ..... upon expiration of the lease. Lessee shall not obligate Owner for any expense of any kind whatsoever in the connection with the leased Clydesdale unless authorized in writing by the Owner.

**CARE OF THE CLYDESDALE:** The lessee, at his/hers expense, shall provide feed, service, equipment and other necessary service for the proper care, maintenance, handling and protection of the leased Clydesdale, also veterinary services if needed, all according to the rules of good animal husbandry and reasonable standards and methods of the horse breeding industry. Owner shall have the right at any time, in person or by authorized agent, to go upon Lessee’s premises to inspect and determine if the said Clydesdale is being properly cared for and is in good health.

The Owner shall assign the registration certificate to the Lessee for the purposes of permitting the Lessee to register the offspring of this Clydesdale resulting from breeding from her/him.

Upon termination of this lease the Lessee shall assign the registration certificate to the Owner.

The title of ownership of the leased Clydesdale shall be and remain in the name of the Owner. Lessee shall not sell, mortgage or encumber this leased Clydesdale in any manner whatsoever. Lessee shall hold Owner harmless for any injury to persons or damage to any property caused by this leased Clydesdale. Lessee shall not permit the leased Clydesdale to be seized or impounded by anyone because of damage to property of others. Lessee shall pay when due any taxes which may be levied by any city, township, county, state, or

other taxing body wherein said leased Clydesdale may be located during the term of said lease. Lessee shall not assign this lease nor sublease this Clydesdale covered hereby. If the leased Clydesdale should at any time become missing, lost, strayed, seriously injured, sick or dead the lessee shall immediately notify Owner by telephone and subsequently by mail. There shall be no abatement of the rental paid due to the death of the leased Clydesdale if the Clydesdale dies during the period for which this rental has already been paid. In the event the Clydesdale mare does not foal from the first breeding season the lessee may breed her at the next breeding season and return the mare after the offspring is weaned. If the mare does not produce offspring within twelve months after the second season breeding, this lease shall terminate and the lessee shall return the mare to the owner as hereinabove provided.

**MODIFICATION OF LEASE:** No modification of this lease shall be binding unless in writing and executed by parties hereto.

**BINDING OF HEIRS:** It is further agreed that this lease and all covenants and agreements herein contained shall accrue to and be binding upon the parties hereto, their heirs, successors administrators, executors and assigns.

**INSURANCE:** The lessee agrees to, at his/her expense to insure the Clydesdale for the sum of \$..... in the name of the owner. The insurance policy covers death by accident, illness, disease, and foaling. In the event of ..... not being accepted, due to age, both parties agree to the mare being sent back in foal to the stallion agreed upon.

**IN WITNESS WHEREOF:** The Owner and the Lessee have executed this lease on the day and year above written.

.....Owner

.....Lessee

.....Witness