

AU-AGReqc07

## Horse loan agreement

**The Owner:**      [\[Name\]](#)

**and**

**The Rider:**      [\[Name\]](#)

**Date:**            [\[Date\]](#)

This agreement is made on [date]  
the:  
between: [name]  
of [address] (the "Owner")  
and [name]  
of [address] (the "Rider")

and this expression shall include any person  
who undertakes

It is now agreed as follows:

1. **The Owner agrees to lend, and the Rider agrees to borrow the pony** described in passport number [number] issued by [issuer] and dated [date] ("the Pony") / ("the Pony") for the period of [number] months / years.

OR

2. The Owner agrees to lease, and the Rider agrees to take the Pony described in passport number [number] issued by [issuer] and dated [date] ("the Pony") / ("the Pony") at the price of AU\$ [amount] for the period of [number] months / years.

3. **The Rider shall be alone responsible for the** care and maintenance of the Pony and in particular the Rider will:

3.1. Maintain the Pony ,  
;

3.2. Provide all , ;

3.3. Obtain the  
;

3.4. Not take any action, or allow any other person to do so, which may  
,

;

3.5. Not turn  
;

3.6. Instruct for appropriate  
12 .

**4. The Pony is held by the Rider at the risk of the Rider and accordingly:**

4.1. The Rider shall take out a  
;

4.2. The interest of the Owner, that is the value of the Pony,  
\$ [ ].

;

4.3. The policy shall be  
;

4.4. In the event of accident or injury to the Pony or ( ) ,  
-  
,  
.

**5. Competitions**

5.1. The Rider agrees, subject to unforeseen and unavoidable ,  
/ / 4 .

5.2. If the Rider succeeds in obtaining a place in any of the competitions  
, ,  
4  
.

## 6. The Owner warrants that, except as disclosed in Schedule 1:

- 6.1. He is the sole owner  
;
- 6.2. The passport referred 1  
;
- 6.3. The Pony ,  
;
- 6.4. The Pony has been treated with no medication in the previous twelve  
,  
;  
;
- 6.5. The Pony ;
- 6.6. The Pony has not at any time suffered any ,  
;  
;
- 6.7. The Pony has no "vice"  
,  
;
- 6.8. The Pony does not become agitated when travelling;
- 6.9. Circumstances;
- 6.10. The Pony has not undergone or been subject to any  
,  
.

## 7. [Brood mares only]

- 7.1. The Owner certifies  
[ ].
- 7.2. The certificate of service  
2 .
- 7.3. The sale includes an assignment  
.

7.4. The sale may be cancelled at the discretion

, :

7.4.1 within seven days of today, the buy shall

.

7.4.2 the rider shall forthwith give notice of

.

7.4.3 the owner shall -

.

7.4.4 the price shall be repaid

-

.

**8. At delivery of the Pony, the Owner will hand to the Rider the** documents listed in Schedule 2 and undertakes to do whatever is necessary to effect the transfer of such records as are necessary to enable the Rider to take full advantage of this agreement.

**9. The record of achievement of the Pony and details** of relevant points, qualifications and disqualifications (if any) are is fully described in Schedule 3.

## **10. Miscellaneous matters**

10.1. -

.

.

10.2. -

.

10.3. -

**11. The parties have carefully considered all the above** conditions and agree that they are all reasonable and required in a contract such as this contract properly to protect the parties.

**12. This Contract shall be interpreted according to the** laws of [State] and the parties agree to submit to the exclusive jurisdiction of the [State] courts.

**Signed by the parties**

Rider

Signature:

(            )        [            ]

[Address]

Owner

Signature

(            )        [            ]

[Address]

## **Schedule 1 - disclosures relating to diseases, conditions and physical damage**

## Schedule 2 - documents to be handed over

Certificate of entry in the stud book named above

/ [ ] [ ]

Certificate of service to [name stallion] dated

etc, etc

## **Schedule 3 - list of achievements**

etc, etc

## Schedule 4 - list of competitions

*[Example text]*

Governing body	Location of competition	Class qualification	Payment for 1st place
RSABC	RDS, Melbourne	Open jumping under 14.2	\$800

## Explanatory notes:

### Horse loan agreement

## General notes:

1. There are many reasons why it might be appropriate to lend or hire out a horse to a rider. The terms of the agreement will be different in every case. This document can provide no more than a framework of ideas around which you deal can be constructed. "Pony" has been used in this
2. This agreement is designed to cover both low and high value transactions. What may be suitable for an animal worth \$50,000 may be excessive for one worth \$500. There are no governmental regulations with which you need to
3. Remember to use the registered name of
4. We advise that an Owner sends a copy of this agreement to the Rider in advance of the signing, so as to avoid any

## Paragraph specific notes:

Note: numbering refers to paragraph numbers.

1. If one
2. These are matters to be agreed. Clearly, the extent
3. This is the area which causes most disputes. Something goes wrong. Who should ?

4. Provides a simple way for success to be rewarded - because it will

5. We advise that the Rider needs these warranties, but the agreement will be perfectly valid without them.

**End of notes**