# Horse care agreement

| This agreement is made on the |                            | [date]   |  |  |  |  |  |  |
|-------------------------------|----------------------------|--|--|--|--|--|--|--|
| Between:                      | :                          | [name]   |  |  |  |  |  |  |
| Of                            |                            | [address] (the "Owner")  |  |  |  |  |  |  |
| And                           |                            | [name]   |  |  |  |  |  |  |
| Of                            |                            | [address] (the "Carer")  |  |  |  |  |  |  |
| Horse de                      | tails are:                 |  |  |  |  |  |  |  |
| Registere                     | d name:                    |  |  |  |  |  |  |  |
| Passport                      | issuer:                    | П  |  |  |  |  |  |  |
| Passport                      | number:                    | П  |  |  |  |  |  |  |
| Microchip                     | number:                    | [826 XXXX XXXXXXXX]  |  |  |  |  |  |  |
| Height an                     | d colour:                  | П  |  |  |  |  |  |  |
| Approx da                     | ate of birth:              | П  |  |  |  |  |  |  |
| Feed regi                     | men required:              | П  |  |  |  |  |  |  |
| Date teeth                    | h last filed:              | П  |  |  |  |  |  |  |
| Special ve                    | et requirements:           | []   |  |  |  |  |  |  |
| Other info                    | ormation or requirements:  | []   |  |  |  |  |  |  |
| It is now                     | agreed as follows:         |  |  |  |  |  |  |  |
| 1. Ba                         | asic contract              |  |  |  |  |  |  |  |
| 1.1                           | . The Owner and Carer care | have agreed that the Carer shall take over the                       |  |  |  |  |  |  |
|                               |                            |  |  |  |  |  |  |  |
|                               |                            | ■ ■ .  |  |  |  |  |  |  |
| 1.2                           | 9                          | while the Horse remains in his possession, he or the care, including |  |  |  |  |  |  |
|                               |                            |  |  |  |  |  |  |  |

## 2. Entire agreement

| 2.1. | This agreement contains the entire  |  |  |  |  |  |  |  |
|------|---|--|--|--|--|--|--|--|
|      |   |  |  |  |  |  |  |  |
|      | ■■.   |  |  |  |  |  |  |  |
| 2.2. | Each of the parties acknowledge that, in entering into this $\blacksquare$ $\blacksquare$ $\blacksquare$ , $\blacksquare$ |  |  |  |  |  |  |  |
|      | ,   |  |  |  |  |  |  |  |
|      |   |  |  |  |  |  |  |  |

# 3. Carer's promises

The Carer agrees to maintain the Horse and to have regard to its proper welfare at all times. In particular, he promises to:

| 3.1. |         | e Horse only to be • • • • • • • • • • • • • • • • • •           |
|------|---------|--|
|      | 3.1.1   | light hacking;   |
|      | 3.1.2   | hacking, pony club and riding club competitions;                 |
|      | 3.1.3   | any activity • • • • • • • • • • • • [ • • • • • •               |
|      | 3.1.4   | breeding;  |
|      | 3.1.5   | acting as companion to another horse / pony.                     |
| 3.2. |         | professional farrier every six weeks ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ |
|      |         | ,  |
| 3.3. |         | vet or • • • • • • • • • • • • • • • • • •                       |
| 0.4  |         |  |
| 3.4. | provide | e sufficient nutritious  |
| 3.5. | provide | e adequate winter shelter.                                       |

## 4. The Owner's warranties

The Owner warrants that:

| 4.1. |  | ne legal owner = = = = = = = = = = = = = = = = = ;                          |  |  |  |  |
|------|--|---|--|--|--|--|
| 4.2. | the info   | ormation • • • • • • • • • • • • • • • • • • •                              |  |  |  |  |
| 4.3. |  | rse is sound in   |  |  |  |  |
| 4.4. |  | rse now carries • • • • • • • • 1 ;   |  |  |  |  |
| 4.5. | the Ho   | rse has not at any  |  |  |  |  |
| 4.6. |  | rse has no "vice" ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■                     |  |  |  |  |
| 4.7. | the Ho   | rse does not become agitated when travelling;                               |  |  |  |  |
| 4.8. | the Ho   | rse will not • • • • • • • • • • • • • • • • • • •                          |  |  |  |  |
| 4.9. | if the H   | lorse is a brood mare then:   |  |  |  |  |
|      | 4.9.1  | the Owner certifies • • • • • • • • • • • • • • • • • • •                   |  |  |  |  |
|      | 4.9.2  | the certificate of service • • • • • • • • • • • • • • • • • • •            |  |  |  |  |
|      | 4.9.3  | the sale includes an assignment   |  |  |  |  |
| Fees | s and  | payment   |  |  |  |  |
| 5.1. | The Carer provides $\blacksquare$ |   |  |  |  |  |
| 5.2. | Payme  | ent may be made by: [   |  |  |  |  |
| 5.3. | If the C   | Carer does not receive payment within ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |  |  |  |  |
|      |  |   |  |  |  |  |

.

| 5.4. |          | Horse is liveried with the <b></b> |
|------|----------|------------------------------------|
| Insu | urance   | 9                                  |
| 6.1. |          | £[5000]======.                     |
| 6.2. | If the H | Horse becomes injured:             |
|      | 6.2.1    | ,                                  |
|      |          |                                    |
|      | 6.2.2    |                                    |
|      |          |                                    |
|      |          | £ 5000 ].                          |
|      | 6.2.3    |                                    |
|      |          | ;                                  |
|      |          |                                    |
| Ter  | minati   | ion                                |
| 7.1. | This a   | greement shall terminate:          |
|      | 7.1.1    | [];                                |
|      | 7.1.2    |                                    |
|      | OR       |                                    |

6.

**7**.

7.1.3

......;



### 8. Transfer of ownership

If ownership of the Horse shall pass to the Carer, then at that time, the Owner will hand to the Carer the documents listed in Schedule 2 and undertakes to do whatever is necessary to effect the transfer of the passport / and registered particulars as soon as possible and in any event within four weeks of that date.

### 9. Miscellaneous matters

| 9.1. |      |               |       |   |
|------|------|---------------|-------|---|
|      |      | • • • • • • • | ••••• | •••••                                   |
|      | <br> |               |       |   |
| 9.2. |      |               |       |   |
|      |      |               |       | • |
| 0.0  |      |               |       |   |
| 9.3. |      |               |       | •••••                                   |
|      |      |               |       |   |
| 9.4. | <br> |               |       |   |
|      |      |               |       | • • • • • • • • • •                     |
|      |      |               |       |   |
|      | <br> |               |       |   |

| 9.5. |  |
|------|--|
|      | It shall be deemed to have been delivered: |
|      | ;<br>;                                     |
|      | 72;  |
|      | 24 24                                      |
|      | • • • • ].                                 |
| 9.6. |  |
|      |  |
| 9.7. |  |
|      |  |

## Signed by the parties

[Owner]

[Carer]

# Schedule 1: Horse: disclosures relating to diseases, conditions and physical damage

| Schedule 2: Documents to be handed over         |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|
|   |  |  |  |  |  |  |  |  |
| Certificate of service to [name stallion] dated |  |  |  |  |  |  |  |  |
| etc, etc.                                       |  |  |  |  |  |  |  |  |

## **Explanatory notes:**

#### Horse care agreement

| Ga | nora | <b>I</b> notes |
|----|------|----------------|
|    |      |                |

1. Remember to use the registered name of  $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$ . 2. Transactions with horses and ponies tend to be badly recorded and frequently result in litigation as a result. You are therefore advised to insert the agreed terms, in areas where 3. There are no provisions as to exactly how the carer shall care for the horse, on the basis that any such provision would be inappropriate. However, there 4. Recognition of our copyright in this document We assert our copyright in this document. When you downloaded it, you agreed to our terms and conditions, which set out in full how it may and may not be used. Without amending those terms, we remind you that you may not ............. Once you have edited the document for final use, you may remove the 5. **Document review service** If you would like our legal team to check your edited version, we - - - -. . . . . . . . . . . . . . . .

## Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Basic contract

information.

Please contact our support team at <a href="mailto:support@netlawman.co.uk">support@netlawman.co.uk</a> for further

|    | This paragraph is concerned with the basics of what $\blacksquare$ |
|----|---|
|    | This is a practical provision. Edit as much as you like. But we suggest you do cover  |
|    | ••.   |
| 2. | Entire agreement  |
|    | This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on,   |
|    |   |
| 3. | Carer's promises  |
|    | It is common for a carer to give assurance of the care and use of the horse that is subject matter of the agreement.  |
|    | •.  |
| 4. | The Owner's warranties  |
|    | The warranties favour the carer. Inappropriate warranties can be deleted.  Warranties have been inserted because they provide a simple   "  |
|    |   |
| 5. | Fees and payment  |
|    | Edit as you require.  |
|    | By all means ••••••••••••••••••••••••••••••••••••   |
| 6. | Insurance   |
|    | Entirely optional and self-explanatory.   |
|    | This paragraph has been drawn   |
|    |   |
|    |   |

7. Termination

Edit as you think best or delete.

## 8. Transfer of ownership

|   | not n | • | • |   |  |  |  |     |  |  |   |
|---|-------|---|---|---|--|--|--|-----|--|--|---|
|   |       |   |   | , |  |  |  |     |  |  |   |
|   |       |   |   |   |  |  |  |     |  |  | • |
|   |       |   |   |   |  |  |  | ■ . |  |  |   |
| _ |       |   |   |   |  |  |  |     |  |  |   |

### 9. Miscellaneous matters

| A number of special points. We have identified each of these as ■ ■ ■ ■ ■ ■ |
|---|
|   |
| ,   |
|   |
|   |
|   |

**End of notes**