

DATED

20[]

(1) *[NAME OF OWNER]*

(2) *[NAME OF LOANEE]*

SAMPLE

[NAME OF HORSE]

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SAMPLE

THIS AGREEMENT FOR LOAN is made on the
20[]

1 PARTIES

1.1 the Owner

[*Owner's full name*] of [*Owner's address*]

1.2 the Loanee

[*Loanee's full name*] of [*Loanee's address*]

2 LOAN

This Agreement is:

- 2.1 made between the Owner and the Loanee in respect of and in consideration of the loan by the Owner to the Loanee of [*insert name of Horse*] (“the Horse”) more fully described in clause 8 below and the agreement and shall not be interpreted or construed as an agreement for permanent transfer or any other purpose. It is understood by the Loanee that that at no time is he the registered owner of the Horse and under no circumstances whatsoever is he permitted to loan, lease or sell the Horse to any third parties.

3 FIRST REFUSAL

[*Provision for Loanee to have first refusal if the Horse is sold can be included if desired.*]

4 LOAN PERIOD

The loan shall be for a period of [*enter start and end dates*] (“the Loan Period”).

5 OPTION TO RENEW LOAN

[*Provision for an option to renew the agreement can be included*]

6 PROBATIONARY PERIOD

- 6.1 Prior to commencement of the Loan Period, there will be a probationary period of 28 days subject to the terms and conditions of this agreement and if

after expiry of this probationary period the Horse has proved suitable in the opinion of the Loanee, for the purpose of the loan, then the Loan Period will commence.

6.2 If the Horse does not prove suitable, in the Loanee's opinion, then the Loanee will return the Horse to the Owner, during the probationary period, at the Loanee's expense [*or at the Owner's expense, as agreed*].

6.3 The Loanee's opinion will be final.

6.4 The probationary period will commence on [*insert date*].

7 **TERMINATION OF LOAN**

7.1 The loan will terminate as follows:

- (a) upon either party giving [*insert number of days*] days notice in writing [*or by telephone / in person, as agreed*] to the other, such notice to take effect from the second day after the date of the notice [*or immediately, if verbal*]; or
- (b) immediately, if either party is in breach of any of the terms and conditions of this agreement, save that if the breach is capable of remedy, either party can require the other to remedy any such breach by giving written notice of the breach, the action required to remedy it and the time by which the action must be performed. If the breach is so remedied, then the agreement will resume from that point; or
- (c) at the end of the Loan Period, if any, without the need for any further notice; or
- (d) as may be specified in this agreement on the occurrence of a specific event.

7.2 The Loanee shall be responsible for transporting the Horse back to the Owner on termination and for the costs involved however termination occurs. [*Or, provision as to removal and related expenses as agreed.*]

8 **THE HORSE**

8.1 The Horse the subject of this agreement is as follows:

- (a) **Name:**
- (b) **Age:**
- (c) **Height:**
- (d) **Sex:**
- (e) **Breed:**
- (f) **Breed Registration no:**
- (g) **Freeze mark:**
- (h) **Passport no:**
- (i) **Colour and description:**
- (j) **Any other identifying marks:**

8.2 The Horse [*insert full/registered name*] known as [*insert stable name if required*] is as described and is warranted sound, free from any stable vices or other habits, good to box, shoe, clip, catch and in traffic, of good temperament to handle and ride and suitable for the purpose of the loan save as set out below :

[Any exclusions to warranty as appropriate, e.g. the Horse has allergies and is not to be bedded on straw, is liable to be unpredictable in traffic, does not box or travel well etc.]

8.3 The Owner warrants that he has hereby disclosed all known unsoundness, pre-existing health and/or dental conditions, vices, defects, habits or specific characteristics of the Horse to the best of his knowledge and belief and the Loanee is taken to accept the horse with those so disclosed as above but with no other.

8.4 The Loanee reserves the right to require the Owner to remove the Horse at any time at the Owner's expense should the Horse prove not to be as described above and in particular if it is unsound, has one or more vices, is carrying any infectious disease or illness or is, or becomes, dangerous, in the opinion of the Loanee to ride or handle.

9 TACK AND EQUIPMENT

9.1 The Horse is loaned with tack and equipment as set out below:

- (a) Saddle [*state make, size, colour, condition, value and any security marks*]
- (b) Bridle [*state make, size, bit, colour, condition, value and any security marks*]
- (c) Rugs [*state quantity, size, type, colour, repairs, etc*]
- (d) [*Anything else that you give with the Horse - itemise each piece and indicate condition. Attach photographs if desired*]

9.2 Such tack and equipment is and remains the property of the Owner and will be returned to the Owner at the end of the Loan Period, or earlier if terminated in accordance with clause 7 above, in the same condition as far as possible, subject to fair wear and tear.

9.3 In the event of loss, damage or the item wearing out then a replacement item of the same or similar quality and value if purchased new should be provided by the Loanee on return.

9.4 All items purchased by the Loanee during the period of the loan not by way of replacement shall remain the property of the Loanee.

10 LOANEE'S RESPONSIBILITIES

The Loanee agrees with the Owner that in consideration of the Owner loaning the Horse under this agreement he will :

- (a) ensure that the Horse shall only be ridden and managed by [*insert name of person if relevant*];
- (b) keep the Horse at [*insert name of premises where the Horse will be kept*] or such other premises as are appropriate at the discretion of the Loanee save that the Owner will be given [*insert notice period*] days' notice of any new address except in an emergency when the Owner will be notified as soon as possible;

- (c) be responsible for all the Horse's day to day care, including the provision of an adequate diet, stabling, bedding and grazing and take all reasonable care to maintain the Horse in good condition, and for all costs involved in doing so. [*Specify any special bedding or regimes required and the responsibility for the cost thereof, e.g. must be stabled in the winter at night, requires restricted grazing in the summer, requires hay to be soaked or anything similar.*];
- (d) have the Horse regularly and appropriately shod by a suitably qualified farrier of the Loanee's choice at the Loanee's expense;
- (e) keep the Horse regularly and appropriately vaccinated and wormed according to the Loanee's programme and keep a record of the same, at the Loanee's expense;
- (f) allow the Owner access to the Horse at the address specified in clause 10(b) above at any reasonable time in order that Owner may check that the Horse is in good health;
- (g) be responsible for ensuring prompt and required veterinary treatment by a registered and qualified veterinary surgeon at all times. The liability for payment of the aforesaid veterinary treatment lies solely with the Loanee;
- (h) notify the Owner if the Horse suffers any serious illness or injury and notify the Owner in advance if possible of any requirement for the Horse to have surgery or general anaesthetic;
- (i) [*be responsible for ensuring that the Horse is fully insured for veterinary treatment, third party liability, travelling, saddlery and tack, etc. at all times for its full value and the liability for payment of the aforesaid insurance lies solely with the Loanee. If the Loanee fails to insure the Horse and its effects the Loanee assumes full liability for any loss or damage, including 3rd party legal liability.*]

11 **INSURANCE**

NOTE: *The Owner may have to arrange the insurance and reclaim the premium from the Loanee, although this will depend on the insurer. Certainly, the Owner would have peace of mind if he knew the Horse was adequately insured.*

11.1 The Loanee will not be responsible for the provision or cost of any modifications to the premises where the Horse is kept and/or systems necessary to comply with the terms of any insurance policy taken out or held by the Owner and the cost of the same will be the responsibility of the Owner.

11.2 The Owner does not permit the Horse to take part in any of the activities mentioned below under any circumstances:

- (a) [*F*]
- (b) [*hunting or drag hunting*]
- (c) [*breeding*]
- (d) [*list any other activities*]

12 ACKNOWLEDGEMENT

12.1 It is understood by the Loanee that horse care and riding carry their own inherent risks and at no time can the Owner of the Horse be held responsible for anything at any time except as detailed below [*select any options which may be applicable or remove*];

- (a) [*if the Loanee is going on holiday the Owner may agree to look after the Horse*];
- (b) [*if it has been agreed to be equally responsible for veterinary treatment or shoeing of the Horse*]
- (c) [*if it has been agreed that the Owner will carry the expense if the Horse damages his rugs in the field – Note: rugs are not usually covered under tack insurance*]

12.2 The Owner agrees that if a veterinary surgeon advises immediate slaughter of the Horse to prevent further suffering in the case of severe injury and the Owner cannot quickly be contacted the Loanee may give permission to the veterinary surgeon on the Owner's behalf.

SIGNED by [OWNER'S NAME] in
the presence of:

Witness

Signature.....

Address.....

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.....

.....

Occupation.....

SIGNED by [LOANEE'S NAME] in
the presence of:

Witness

Signature.....

Address.....

.....

.....

.....

Occupation.....

Disclaimer:

This agreement has been prepared by Burnetts Solicitors and may not necessarily stand alone. No responsibility for any loss howsoever occasioned to any person or body acting or refraining from acting as a result of this agreement can be accepted by Burnetts Solicitors.