



## Leasing a horse at Redlands Stables



Leasing is the perfect way to try out having a horse of your own, without the commitment! You may be looking at purchasing a horse in the future, or perhaps your circumstances just don't give you the time to have a horse full time.

### Here's how it works

You can either do a **full lease**, **half lease** or a **third lease**.

A **full lease** is for six days a week. You choose the days. If you choose a full lease the horse will not be used in the riding school, or ridden by anyone else without prior permission.

### Full lease rates

Pony (under 14hh) \$218.33 per week

Galloway (14-15hh) \$262 per week

Horse (15hh and over) \$314.40 per week

A **half lease** is for **three set days a week** including one weekend day. Generally, if two people are both half leasing the same horse, both parties converse with each other regarding days, swap overs, etc.

**Half leases rates**

Pony (under 14hh) \$145.53 a week  
Galloway (14-15hh) \$174.64 per week  
Horse (15hh and over) \$209.57

**Third lease rates** two set days a week.

Pony (under 14hh) \$101.87 per week  
Galloway (14-15hh) \$128.06 per week  
Horse (15hh and over) \$146.69 per week

**Monthly fees (based on a 31 day month and payable in advance)**

**Full lease:**

Horse: \$1392.21  
Galloway: \$1160.33  
Pony: \$966.89

**Half lease:**

Horse: \$928.14  
Galloway: \$773.45  
Pony: \$644.49

**Third lease:**

Horse: \$649.76  
Galloway: \$566.99  
Pony: \$451.05

Please note;

- Horses are not machines and have good and bad days just like people.
- Lessees are to ride sensibly at all times and keep in mind that jumping is to be kept to a suitable height for your horse and the horse is not to be overworked. Anything, other than pole work or SMALL crossrails, should not be undertaken more than once a week.
- You will be catching, rugging and saddling/ unsaddling your own horse. Riders must be able to safely do all these things before a lease can start.

- Riders under 18 years must have a parent/ guardian present at all times whilst on Redlands premises.
- You must be attending at least one group lesson a week at Redlands.
- If you are leasing a horse, you have a preference to ride your lease horse in lessons. If you wish to have lessons on days that are not your lease day, this is possible on your lease horse only if it is not leased to another rider on those days.
- You can come and ride at any time you choose. We have a large arena with jumps. Feel free to spend as much time as you like with your horse on the leased days. Horses love to be fussed over.
- Daily feeding and rugging is taken care of by us.
- You need to come for a lesson/ trial first to try the horses and see which one might suit you. We do not do free trials so this is at a cost to you.
- The minimum lease period of time is one month and **four weeks notice** is required for the cancelling of a lease. Leases roll over to the following month.
- Before leasing a horse you need to become a member of Equestrian Australia which covers your own personal accident insurance. This is arranged by you.
- Fees are payable one month in advance. There are no refunds of fees for bad weather or rider illness. **Please understand that there will be days when the arena, and jump paddock, are not able to be used due to rain.**
- You can end your lease at the end of any month with four weeks notice.
- In the event your horse is unwell, lame, or not able to be ridden, for more than a few days, we will provide you with another suitable horse to ride. If we can't provide you with another horse, you can put your lease on hold until your horse is better.
- You can take your horse to pony club, shows, or clinics if you like. We provide transport to events at an additional cost. Transport must be pre-approved by Georgia or Jeremy in advance and may be declined if the risk of injury to the horse is present or there are other circumstances that means we cannot transport your horse. For those taking a third lease option, shows and pony club are not available due to the horse being leased by others as well.
- Your horse is not able to be ridden by friends/ family members or anyone other than the person leasing the horse. This is a strict rule and can result in automatic cancellation of the lease if not adhered to.
- If your horses gear is damaged due to neglect (leaving gear where horses can tread on it and damage it, leaving gear outside not put away,

treating gear carelessly, not putting rugs back on properly) you will be asked to replace it.

- Unfortunately horses are not bikes and still need to be fed and cared for while you are away on holidays etc so if you choose to break your lease for whatever reason your horse will become available for another rider to lease and we **cannot hold your lease** for you unless full lease fees are paid.

#### **Here's what your lease includes:**

- Equipment for your horse including saddle, saddlecloth, bridle, exercise boots. If you have your own saddle and gear to use, that's fine too, as long as it fits the horse properly.
- Appropriate rugs for your horse.
- All feed, worming, vet, and farrier costs.

#### **What it doesn't include:**

- Your Equestrian Australia membership to cover your personal insurance.
- Transport to competitions/ pony club/ clinics.
- Extra fees for any plaiting, clipping etc that you require.
- Your own clothing and equipment (including whip, spurs).
- Extra feed and bedding costs for competition purposes (at cost).

# Lease agreement

**This agreement is made on  
(date):**

**Between:** Georgia Christoffelsz 'Lessor' 'Owner'

**Of** Redlands Stables, 943 Bungendore Rd, Bywong  
(the "Owner")

**And**

**Of**

**It is now agreed as follows:**

## **1. Summary of terms**

1.1 'The Horse' subject to this agreement is named \*\*

1.2 If the Horse named in this agreement is substituted for another horse under the terms of this agreement, then the substituted horse is said to be 'the Horse' for the purposes of this agreement and its terms.

1.3 Description:

1.4 Suitability and jumping limits:

1.5 Lease Fee (per day):

1.6 The Lease fee is payable on the 1<sup>st</sup> day of each month. The Lease Fee is required to be paid at least four weeks in advance.

1.7 "Lease term" is four weeks. The Lease is renewed automatically every month. The Lease fee is payable by credit card, cash, bank transfer or paypal. The Lease continues to be covered by these terms of agreement until the Lease is formally terminated by either party pursuant to this agreement at Clause 4.

1.8 "Yard" where the Horse is to be kept during the Term: Redlands Stables, 943 Bungendore Rd, Bywong NSW.

1.9 The "Lessee" may be a Guardian of a minor as signatory to this agreement. Whereby a guardian has signed this agreement on behalf of the minor, both the Guardian and minor agree to be bound by the agreement.

1.11 The terms relating to the Lessee's obligations bind both the guardian, on behalf of the minor, and the minor in setting out the obligations and expectations for the Lease.

1.12 It is the responsibility of the Guardian of the minor to ensure the minor understands and complies with the terms of the lease agreement.

## 2. General Terms of Agreement

2.1 The Horse will be kept in suitable accessible paddock or yard, and may be changed for grazing rotation or other reasons.

2.2 The Horse will be leased with appropriate gear including rugs, saddle, bridle, jump boots. The Lessor will be responsible for feeding, worming, rugging, vaccinations and routine farrier costs associated with the Horse.

2.3 Title to the Horse remains with the Lessor throughout the Lease agreement.

2.4 Ownership of any gear provided with the Horse to the Lessee remains the property of the Lessor. This gear may be substituted at any time during the Lease agreement by the Lessor.

2.5 The Lessee will not take the Horse outside the premises of Redlands Stables without obtaining written or verbal permission from the Lessor.

2.6 The Lessee will notify the Lessor if the Horse suffers any illness or injury.

2.7 The Horse cannot be ridden by anyone on the Lessee's days, other than the Lessee, during the Lease agreement. On the non-leased days, the Horse may be used by the Lessor without notice to the Lessee.

2.8 The Lessee is responsible for all fees associated with lessons, competitions and other entries relating to activities with the Horse.

2.9 The Lessee must obtain permission from Lessor to engage in lessons with instructors outside of Redlands Stables in connection with the Horse.

2.10 The Lessee agrees to ride the Horse sensibly, with appropriate safety gear, and keep jumping practice to one time a week and only at heights agreed on with the Lessor.

2.11 If the Lessee has approval to ride the Horse in competitions and/ or events, the Lessee is responsible for any additional feeding and stabling costs associated with such competitions.

2.12 The Lessee is responsible for all entry costs and associated costs with any competitions and /or events.

### **3. Insurance obligations**

3.1 The Lessee must become a member of Equestrian Australia in order to obtain personal accident insurance. Membership must be up to date and renewed annually.

3.2 The Lessee is responsible for personal accident insurance.

### **4. Lessor's control**

4.1 If at any time, the Lessor believes that the Lessee is in breach of this agreement, or that the standard of care of the Horse is inadequate, the Lessor may give notice in writing to the Lessee to remedy the breach immediately. If the Lessee fails to remedy the breach within 24 hours (1 full day) of notification of the breach, the Lessor may terminate this agreement.

4.2 The Lessee must provide written confirmation to the Lessor of the steps taken to remedy the breach complained of, by writing by the Lessor, at [4.1] within 24 hours of notification.

### **5. Termination**

5.1 The Lease agreement shall continue until terminated by:

5.1 (a) 28 days notice in writing by either party to the other; or

5.1 (b) The Lease Fee remains outstanding for a period of more than [seven] days from the due date of payment; or

5.1 (c) Effective termination immediately if the Horse is lost or serious injured; or

5.1 (d) Effective termination immediately on the death of the Horse; or

5.1 (e) Effective termination immediately if the Lessee uses or allows the use of the Horse for a purpose which is illegal or beyond the scope of this agreement.

5.2 When this agreement is terminated, whether or not by the expiry of the Term:

5.2 (a) The Lessee shall pay all arrears of Lease Fee; and

5.2 (b) The Lessee shall hand over possession of the Horse to the Lessor.

## **6. Indemnity**

6.1 The Lessee agrees to indemnify the Lessor against all costs, claims and expense arising directly or indirectly from:

6.1. (a) Failure to comply with the law, including the reimbursement of any fine;

6.1 (b) Any breach of this agreement;

6.1 (c) Any act, neglect or default by any agent, employee, licensee of the Lessee;

6.1 (d) A contractual claim arising from Lessee's use of the Horse;

6.1 (e) A contractual claim arising from the Lessee's non payment of the Lease Fee or any other payment due under this agreement.

## **7. Miscellaneous matters**

7.1 This agreement constitutes the entire agreement between the parties.

7.2 No amendment or variation to this agreement is valid unless in writing, signed by each of the parties or an authorised representative of either party.



7.3 Any legal action arising out of or related to this agreement must be commenced within six months from the date the action arises; otherwise such legal action is permanently barred.

## **8. Dispute Resolution**

8.1 In the event of a dispute arising out of or in connection with this lease agreement, the Lessor will appoint a mediator and the parties undertake to;

8.1 (a) attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation; and

8.1 (b) engage in a mediation process, to be conducted in good faith, within 14 days of the dispute arising.

8.2 Either party may request a mediation.

## **9. Execution and Governing Laws**

9.1 The parties have carefully considered all the above conditions and agree that they are all reasonable.

9.2 The validity, construction and performance of this agreement shall be governed by the laws of the State of NSW.

## **Signed by the parties**

The Lessor:

The Lessee:

Date: