

2018 LEASE AGREEMENT/CONTRACT

I, (Please print individual and/or ranch name) _____ (LESSEE) agree to lease _____ (quantity) horses and _____ (quantity) sets of tack from Bob Vogel and Dar Mantle Vogel, d.b.a. Wyoming Horses Pavillion, Wyoming.

Upon taking possession of horses/tack/equipment, I understand and agree I must be a qualified horseman. I will be or will furnish my own guide and/or outfitter. I assume full liability and responsibility for horses/tack/equipment while they are in my possession. I understand I have maximum 2 weeks for Summer or Fall Season Lease OR 48 hours for Short Trip Lease, from the date of taking possession to return and/or trade at my expense unusable/unwanted horses. **Injured/Lost/Killed Horse Information:** I will provide pasture, forage, hay and/or grain in sufficient amount to return the animals in the same or better state of health than they were in when I took possession of them. I agree Wyoming Horses' agent(s) will be the sole judge in assessing condition. I understand that Wyoming Horses will not be responsible for any veterinary or veterinarian related costs/supplies, extra labor expenses, and/or income loss due to disabled or unusable horses. All expenses are my responsibility to include losses due to pre-existing conditions. I agree to maintain proper shoes or trimming of hooves on each animal. If a horse is lost, abandoned, or permanently injured so as to no longer be useable by the owner, I agree to pay Wyoming Horses the sum of one thousand eight hundred dollars (\$1800) for each injured or missing horse and provide proof of loss if missing or dead. Teams (pulling horses) death loss value is four thousand dollars (\$4000) each. In compensation for injured horses (lame, malnourished, wither/cinch/kidney sore, or other injury) that are damaged so as to be unusable, I agree to pay a \$600 per horse penalty charge for the current season and for each subsequent season for which the horse is unusable, to a maximum of \$1800. **I agree that Wyoming Horses' agent(s) will be the sole judge in this matter.** I understand further information (i.e. regarding avoiding injuring horses, lease prices, etc.) is available from the Wyoming Horses office, price/rate sheet and website. I agree that I must provide a copy of my current vehicle insurance that will be pulling a leased trailer. If applicable, I will read, agree to and sign the Horse Trailer Lease Agreement. I agree to replace damaged or lost tack and/or equipment furnished by Wyoming Horses with tack/equipment of equal quality, or to pay for damaged or lost tack/equipment at the following rates: Saddle - \$350; Bridle - \$40; Halter - \$15; Halter Rope - \$10; Saddle blanket or pad - \$25; Pack saddle - \$300; Panniers - \$150/set; Bear Resistant Panniers - \$500/set; Saddle Panniers - \$100; Breast collars - \$30. Four horse stock trailer - \$2000; stock trailer larger than four horse - \$4000. Repair assessment costs and replacement value will be made by Wyoming Horses' agent(s) upon return of tack/equipment. I understand I can borrow saddle pads at no cost.

I UNDERSTAND THE FOLLOWING:

1. PAYMENT PLANS: No personal checks. No credit cards. Company checks must be preapproved. Horses and tack are reserved ONLY with completed contract and down payment.

All first year customers AND all Short Trip customers will be on Plan #2.

Payment Plan #1 1/4 due with contract, 1/4 due upon delivery, 1/4 due July 1, 1/4 due August 1.

Payment Plan #2 1/4 due with contract, balance upon taking possession of horses/tack/equipment.

2. A refundable Security Deposit is **required** upon delivery of horses/tack/equipment into my possession **UNLESS waived** by Wyoming Horses. I understand the amount to be as follows: \$1800 for five head or less; \$4000 for six head or more; and \$4000 for teams (pulling horses) in the form of cash, money order, or cashiers check unless preapproved with Wyoming Horses prior to date of need. **Waived Wyoming Horses initials** _____

3. The Security Deposit is to be paid separate from the lease fee and is not a part of the lease fee; it will be returned by check or cash at the close of the season from Wyoming Horses office, or upon delivery of horses/tack/equipment back to Wyoming Horses' possession provided the following conditions are met:

- a. I am at the delivery and return location(s) as specified in this contract, or I personally pick up horses/tack/equipment from Wyoming Horses ranch as specified in this contract,
- b. I stay with horses/tack/equipment until Wyoming Horses agent(s) takes possession of them,
- c. I return horses/tack/equipment in satisfactory condition (see INJURED/LOST/KILLED HORSE section above).

4. All fees are to be paid with cash, money order, or cashiers checks as per Payment Plans above. **NO PERSONAL CHECKS. NO CREDIT CARDS.** Company checks must be preapproved.

5. Deliveries, backhauls, private pick-ups and private returns of horses/tack/equipment must be done during daylight hours. **ABANDONMENT OF HORSES IS A CRIMINAL ACT.**

LESSEE'S INITIALS _____

COMPLETE THE FOLLOWING 3 SECTIONS:

1. SHOERING: *(Please check one)*

Wyoming Horses _____ WILL or _____ WILL NOT shoe horses prior to lessee taking possession.
Full Season Lease: \$110/head per shoeing; Short Trip Lease: Horses will have shoes on, as is.

2. OUT OF STATE HORSES: *(Please check if applicable)*

_____ Horses will travel out of Wyoming to **DESTINATION:** _____
(street address, town, state) I understand I must allow 4 weeks for processing brand & vet papers. \$75/hd if contracted and selected before May 10, \$85/hd if contracted and/or selected after May 10. I understand additional charges for vet and brand papers for return of horses to Wyoming will be my responsibility. I MUST PROVIDE WYOMING HORSES PROOF OF CURRENT BRAND AND VET PAPERS ALLOWING RETURN TO WYOMING BEFORE WYOMING HORSES WILL DISPATCH THE BACKHAUL TRUCK.

3. TRANSPORTATION OF HORSES: *(Please complete PICKED UP or DELIVERED section)*

_____ **PICKED UP HORSES* (Hauled by Lessee to address _____):**

I will pick up horses/tack/equipment at Wyoming Horses ranch on _____ Date at _____ Time AM/PM.

I will return horses/tack/equipment to Wyoming Horses ranch on _____ Date at _____ Time AM/PM.

* All picking up and returning of horses/tack/equipment must be done in daylight hours unless previous arrangements have been made.

_____ **DELIVERED HORSES** (Hauled by Wyoming Horses agent(s) from Pavillion, WY):**

Contracts requesting delivery may be subject to per mile charges /delivery fees for both delivery and backhaul at following rates: **\$4.00 per loaded mile** on paved highways; **\$200 per loaded hour** on gravel/dirt roads. Wyoming Horses may deliver onto paved state, paved county or paved private right-of-way roads; size restrictions, weather and **public land regulations permitting**. Delivery policy information is available at our website or by calling our office.

** Please see price/rate sheet or CONTACT OUR OFFICE for assistance in figuring deliver fees.

Delivery Date _____ **Time AM/PM** _____ **Location** _____

(include specific directions and mileage) I agree to be at this location on the date and time indicated. I understand, due to unpredictable weather conditions, etc. delivery time of the horses can vary and I agree to wait at the specified location for twelve hours from the specified time.

Backhaul Date _____ **Time AM/PM** _____ **Location (if different from delivery)** _____

I understand that Wyoming Horse’s trucks make several deliveries and/or backhauled on the same date and I will be at the location agreed upon at the time specified. I agree to stay with the horses/tack/equipment until Wyoming Horse’s agent(s) takes possession of them. **ABANDONMENT OF HORSES IS A CRIMINAL ACT.**

GENERAL: *(Please see price brochure/rate sheet and website for further information)* Default in payment as shown on this contract or mistreatment or abandonment of horses/tack/equipment will result in immediate repossession by Wyoming Horses agent(s) and automatic forfeiture of all lease fees and Security Deposit. **If payments are not received by the fifth of the month (or five days from the due date), Wyoming Horses reserves the right to, AND WILL, immediately remove the horses from Lessee’s possession and all lease fees paid will be forfeited. All Summer Lease fees will be paid in full by August 1. This contract does not permit horses/tack/equipment owned by Wyoming Horses to be sold and such sale will be treated as a criminal act. A service charge of 3% per month (annual rate of 36%) and finance charges will be added to past due, overdue and/or delinquent accounts. If the account is placed with an attorney for collection, I agree to pay all costs and attorney fees whether or not suit is brought. I agree to pay a \$50.00 service charge for a check returned for any reason. Lessee agrees to name Lessor as additionally insured under Lessee’s commercial liability insurance policy, applicable to all horses/tack/equipment owned by Wyoming Horses and in Lessee’s possession, and provide Lessor with certificate of such insurance coverage prior to acceptance of horses and beginning of season.**

LESSEE’S INITIALS _____

WARNING

UNDER WYOMING LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO W.S. 1-1-121 through 1-1-123.

I agree to be responsible for the safety and supervision of any persons riding, using or near said horses/tack/equipment, acting in the capacity of agent for such persons, during the term of this Lease Agreement/Contract. I fully understand and agree that Wyoming Horses shall not be held responsible for any claims which may be brought by any person or persons for the use of said horses/tack/equipment. I agree that Wyoming Horses shall be held blameless for such use, and I further agree that I will indemnify Wyoming Horses against such if any. I waive my right to file and promise not to file any legal proceedings against Wyoming Horses, its agent(s), servants or employees, for any personal injury or property damage sustained by me or by my minor children during this activity, including damage arising out of negligence by Wyoming Horses, its agent(s), servants or employees; and I shall pay all costs and attorneys' fees from any legal proceedings which I may bring contrary to this agreement/contract and which is resolved in favor of Wyoming Horses, its agent(s), servants or employees. I agree to adhere to the provisions of Wyoming Statutes 1-1-121 through 1-1-123. The laws of the State of Wyoming shall be the controlling laws of this agreement/contract. I have read the Wyoming Horses price/rate sheet and website and understand their content.

Lessee acknowledges that Wyoming Horses' base of operations is in Fremont County, Wyoming. I agree to submit myself to the exclusive jurisdiction of the courts of Fremont County WY to enforce or defend any rights under this agreement/contract or any actions arising from the subject matter of this agreement/contract.

PHONE: Home: _____ Physical & Mailing Addresses: _____

Work: _____ City, State, Zip _____

Cells: _____ E-mail: _____

LESSEE SIGNATURE _____ DATE _____

I request the following:

Number of Horses _____ Sets of Tack: ride _____ pack _____

COSTS:

_____ Number of Horses	at _____ per horse	=	\$ _____
_____	at _____ per	=	\$ _____
_____ Set(s) of Tack	at _____ per set	=	\$ _____
_____ Shoeing	at _____ per	=	\$ _____
_____ Vet/BI Papers	at _____ per	=	\$ _____
_____ Delivery/Backhaul Fees	at _____ per	=	\$ _____
_____	at _____ per	=	\$ _____

Sub Total \$ _____

\$ _____

TOTAL \$ _____

Less down payment \$ _____

Balance due: \$ _____

Security Deposit: \$ _____

\$1800 minimum secures 5 head or less; \$4000 maximum 6 head or more; \$4000 for teams.

No Personal Checks. No Credit Cards. Company Checks with preapproval.

Wyoming Horses
Bob Vogel & Dar Mantle Vogel
380 N. Pavillion Rd.
Pavillion, WY 82523

866.856.5708 Toll Free
307.856.5708 Ranch
Email: info@wyominghorses.net

PERSONAL INFORMATION SHEET

PLEASE INCLUDE ANY PERTAINANT INFORMATION ABOUT RIDERS AND THEIR ABILITIES, EXPECTED TERRAIN AND DISTANCES, AND HORSES REQUESTED. PLEASE REFER TO LEASE AGREEMENT/CONTRACT, PRICE/RATE SHEET, WEBSITE FOR FURTHER INFORMATION.

RIDERS:

Current height, weight, age and riding ability of each rider. Please be specific as to ability!

(For Example: No experience, beginner, intermediate, advanced, number of lessons, # years since last ridden, etc.)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

EXPECTED RIDING DISTANCES AND TERRAIN: (Pack only, miles per day, types of trails, etc.)

COMMENTS: NAMES AND/OR BRAND NUMBERS OF REQUESTED HORSES:

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LESSEE'S INITIALS _____