

LEASE AGREEMENT/CONTRACT (3 pages)

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 and/or tack, 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 and/or tack while they are in my possession. 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 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 two hundred dollars (\$1200) for each injured or missing horse and provide proof of loss if missing or dead. Teams (pulling horses) death loss value is two thousand four hundred dollars (\$2400) each. In compensation for horses with sores (wither, cinch, kidney, etc.), malnourished, injured or damaged so as to be unusable for the remainder of the season I agree to pay a \$400 per horse penalty charge for the current season and for each subsequent season for which the horse is unusable, to a maximum of \$1200. I agree that Wyoming Horses' agent(s) will be the sole judge in this matter. I understand further information is available from the Wyoming Horses price brochure and website.

I agree to replace damaged or lost tack furnished by Wyoming Horses with tack of equal quality, or to pay for damaged or lost tack at the following rates: Saddle - \$400; 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. Repair assessment costs will be made by Wyoming Horses' agent(s) upon return of tack. I understand I can borrow saddle pads at no cost.

I UNDERSTAND THE FOLLOWING:

1. Lease fee is to be paid 1/3 upon the signing of contract and 2/3 upon taking possession of horses and/or tack UNLESS payment arrangements are made in advance with Wyoming Horses office. Horses and tack are reserved ONLY with a completed contract and down payment. **Payment Schedule:** _____
_____ **Wyoming Horses initials** _____

2. A refundable Security Deposit is **required** upon delivery of horses into my possession UNLESS waived by Wyoming Horses. I understand the amount to be as follows: \$1200 for five head or less; \$2400 for six head or more; and \$2400 for teams (pulling horses). **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 hunting season from Wyoming Horses office, or upon delivery of horses 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 the horses and/or tack from Wyoming Horses ranch as specified in this contract,
- b. I stay with the horses and/or tack until Wyoming Horses takes possession of them,
- c. I return the horses and/or tack in satisfactory condition.

4. All fees are to be paid with cash, money order, or cashiers checks. **NO PERSONAL CHECKS.**

5. Deliveries, back hauls, private pick ups and private returns of horses and/or tack must be done during daylight hours. ABANDONMENT OF HORSES IS A CRIMINAL ACT.

LESSEE'S INITIALS _____

COMPLETE THE FOLLOWING:

SHOEING: (Please check one)

Wyoming Horses _____ **WILL** or _____ **WILL NOT** shoe horses prior to lessee taking possession.
Full Season Lease: \$65-\$75/head per shoeing; Short Trip Lease: Horses will have shoes on, as is.

OUT OF STATE HORSES: (Please check if applicable)

_____ Horses will travel out of Wyoming to **DESTINATION:** _____ **(Nearest town, state)**
I understand I must allow approximately 2 weeks for processing brand & vet papers. I understand additional charges for vet and brand papers for return of horses to Wyoming will be my responsibility.

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

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

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

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

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

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

Delivery policy information is available at our website or by calling our office.

Contracts requesting delivery for **EITHER** less than the stated minimum number of horses **OR** over 200 miles from Wyoming Horses ranch **OR** off paved roads may be subject to per mile charges /delivery fees for both delivery and backhaul at following rates: **\$3.00 per loaded mile** on paved highways; **\$160 per loaded hour** on gravel/dirt roads.

Wyoming Horses may deliver onto paved state, paved county or paved private right-of-way roads public land regulations, size restrictions and weather permitting.

Please contact our office for assistance in figuring delivery 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 of the horses can be late 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 Horses 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 and/or tack until Wyoming Horses picks them up.

ABANDONMENT OF HORSES IS A CRIMINAL ACT.

GENERAL: (Please see rate sheet and website for further information)

Default in payment as shown on this contract or mistreatment or abandonment of the horses and/or tack will result in immediate repossession by Wyoming Horses agent(s) and automatic forfeiture of all lease fees and Security Deposit. This contract does not permit horses or tack owned by Wyoming Horses to be sold and such sale will be treated as a criminal act. A service charge of 1.25% per month (annual rate of 15%) and finance charges will be added to past due 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 \$30.00 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 and/or equipment owned by Wyoming Horses and in Lessee's possession, and provide Lessor with a certificate of such insurance coverage prior to acceptance of the 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, acting in the capacity of agent for such persons, during the term of this Lease 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. 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 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 contract.

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 to enforce or defend any rights under this contract or any actions arising from the subject matter of the contract.

Lessee Signature: _____	Date: _____
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PHONE: Home: _____ Street or PO Box Address: _____

Work: _____ City, State, Zip _____

Cell: _____ E-mail: _____

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 Fees	at _____	per	=	\$ _____

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

866.856.5708 Toll Free
 307.856.5708 Ranch
 307.856.4369 Fax
 Email: info@wyominghorses.net

Sub Total	\$ _____
Less Cash Discount	\$ _____ (10% for cash)
<i>(on horse lease only)</i>	
TOTAL	\$ _____
Less down payment	\$ _____ (1/3 required)
Balance due:	\$ _____
Security Deposit:	\$ _____

\$1200 minimum secures 5 head or less; \$2400 maximum 6 head or more: \$2400 for teams.

No Personal Checks. No Credit Cards.

PERSONAL INFORMATION SHEET

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

RIDERS:

Current height, weight, age and riding ability of each rider. Please be specific as to ability!
(No experience, # years since last ridden, beginner, intermediate, advanced, number of lessons, 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 _____