



## Equestrian Agreement

This agreement is made and entered into on this day of \_\_\_\_\_, 20\_\_\_\_, by and between Rocky Mountain College, 1511 Poly Drive, Billings, Montana 59102 (“Rocky”) and \_\_\_\_\_ of \_\_\_\_\_ (“Lessor”).

### Recitals

- A. Rocky has need of suitable riding horses to be used in its instructional program;
- B. Lessor is the owner of a horse, more particularly described as:  
\_\_\_\_\_.
- C. By this agreement, Rocky and Lessor desire to document their agreement and understanding regarding the use and care of the horse.

### Agreement

In consideration of the mutual covenants and agreements herein, Lessor and Rocky (“the Parties”) agree that:

1. **Term.** The term of this agreement shall be, unless the Parties agree otherwise in writing, two instructional semesters, the first commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The second commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
  - a. Rocky may declare this agreement terminated without incurring liability, under the following conditions:
    1. If, for any reason, there is no student available to ride the Horse;
    2. If, in the opinion of Rocky, the Horse is or becomes unsuitable for the instructional program;
    3. If, in the opinion of Rocky, the Horse is or becomes unsound or use of the Horse would pose a danger to students or to the Horse.
  - b. Lessor may declare this agreement terminated without liability if, during the term of this agreement, the Lessor sells the Horse.
2. **Title.** Lessor warrants that Lessor has title to the Horse and full authority to enter into this agreement. At all times during the term of this agreement, Lessor shall maintain title.
3. **Delivery and Retrieval.** Lessor will deliver the Horse, at Lessor’s expense, to Rocky at the facility commonly known Intermountain Equestrian Center (“the Center”) located at 7256 US Highway 3, Billings, Montana 59106, on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Delivery Date”), and will, at Lessor’s expense remove the Horse upon termination of this agreement. Should Lessor fail to retrieve the Horse upon termination of this agreement, Rocky shall have no further responsibility for the care of the Horse unless the Parties agree otherwise in writing.
4. **Health Certificate.** On or before the Delivery Date, Lessor will provide to Rocky a current health certificate verifying the following:
  - a. Negative coggins test conducted within the six (6) months immediately preceding the Delivery Date;
  - b. Proof of Flu/rhino immunization within the three (3) months immediately preceding the Delivery Date;
  - c. Proof of EWT vaccination within the twelve (12) months immediately preceding the Delivery Date;

- d. Proof of initial West Nile vaccination with annual booster within the twelve (12) months immediately preceding the Delivery Date;
  - e. Optional- Strangles vaccination within the twelve (12) months immediately preceding the Delivery Date.
5. **Further information.** In addition, Lessor agrees to provide any further information of documentation regarding the health of the Horse as Rocky may request or as may be necessary to enable Rocky and/or its students to care for the horse.
6. **Student Rider.** Rocky will select a student or students (the “Student”) who will ride the Horse during each instructional semester. Rocky will use its best efforts to insure that the Student and the Rocky Mountain College Equestrian Staff will receive the Horse when delivered and thereafter care for and use the Horse in an appropriate manner.
7. **Board.** The Horse will customarily be kept at the Center during the term of this agreement. The Student will pay the costs incurred for the board of the Horse during the term of this lease, provided, however, that Lessor will be responsible for the board of the Horse during the period between instructional semesters, usually December and January of each school year (“Semester Break”). If the Horse is left at the Center during the Semester Break, Lessor will be billed for board costs. Lessor shall, however, have the right to remove the Horse from the Center during the Semester Break. If the Horse is removed, the Lessor will not be billed for board.
8. **Routine Upkeep.** The Student will pay for the Routine Upkeep of the Horse during each instructional semester. As used in this agreement, “Routine Upkeep” means, in addition to board, the following:
  - a. normal vaccinations spring and fall;
  - b. de-worming spring and fall;
  - c. routine farrier work, not including special or unique shoes.
  - d. Lessor will be responsible for upkeep which is not Routine as described in this paragraph. Costs for upkeep which is not routine will be billed to Lessor including special dietary needs or any supplements to standard feed of alfalfa hay and oats.
9. **Treatment of Illness or Injury.** Should the Horse become ill or be injured during an instructional semester, the Rocky Mountain College Equestrian Staff will attempt to contact Lessor before treatment of the Horse is begun. Should they be unable, for any reason, to make contact with Lessor, Lessor hereby authorizes Rocky to take such action as Rocky may deem appropriate to address the illness or injury, including, but not limited to, obtaining veterinary care for the Horse. Lessor agrees that Lessor will be solely responsible for and will pay for any costs or expenses incurred for treatment of any illness or injury to the Horse.
10. **Indemnification.** The Parties agree that they will indemnify and hold each other harmless as follows:
  - a. Lessor agrees to indemnify and hold harmless Rocky Mountain College, its officers, agents, trustees, students, administrators and instructors, including but not limited to the Rocky Mountain College Equestrian Staff, the staff at the Center, and Intermountain Equestrian Center from any liability, claims, demands, damages or costs arising out of any disease of accident to, sickness of, injury to or death of the Horse during the term of this agreement;
  - b. Rocky agrees to indemnify and hold harmless Lessor from any liability, claims, demands, damages or costs incurred by persons, not parties to this agreement, as a result of the acts or omissions of its agents or students during the terms of this agreement.
11. **Tips for Student Training.** With the consent of Rocky, the Lessor may elect to place the Horse in Rocky’s Advanced Training program or its Colt Training program. If the Horse is accepted for either of these programs, Lessor may elect to pay a sum Lessor feels appropriate to the Student. This tip may be viewed as monetarily expressed appreciation for performed training and conditioning of the Horse.

12. **Use of Horse by Lessor.** Upon reasonable notice to the Rocky Mountain College Equestrian Staff, Lessor may, with the consent of the Staff, remove the Horse from the Center during the term of the agreement for short periods of time in order to show the Horse, or for similar reasons. The consent of the Staff shall not be unreasonably withheld. Should Lessor so remove the Horse, Lessor will assume all responsibility for its care, feed, and maintenance during the period the Horse is in the custody of the Lessor.
13. **Sale or Removal of Horse from Program.** If the owner of the Horse sells the Horse before the end of the school year, owner agrees to give Rocky at least 30 days notice or leave the Horse until the end of the current semester.
14. **Entire Agreement.** This writing contains the entire agreement of the Parties and supersedes any other agreement, oral or written. It shall be enforceable as written unless modified in writing signed by both parties.
15. **Horse Accruements.** If Lessor so chooses Lessor may send the Horse with appropriate blankets, sheets, hoods, etc with the intent for the Student to use said items as necessary to maintain the show condition of the Horse. During the term of this agreement the Student will be responsible for maintaining the condition of the accruements including repair costs. However, Lessor acknowledges horses can be destructive of their accruements and agrees to hold the Student harmless for any destruction, damage, or loss of said accruements.
16. **Contact Numbers.** The Director of the Rocky Mountain College Equestrian Program is Scott Neuman. He can be reached at 406-896-8022 or at 406-238-7258.

In witness whereof, the Parties have executed this agreement the day and year identified above.

**Lessor:**

**Rocky Mountain College:**

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**Lessor contact information**

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Remarks/ Comments for horse \_\_\_\_\_

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