



**YOUR GUIDE TO LEASING A HORSE
IMPORTANT INFORMATION
PLEASE READ BEFORE COMPLETING YOUR
LEASE NOTIFICATION FORM**

GENERAL INFORMATION

1. Leasing an Equestrian Australia (EA) registered horse requires that the Lessee (the person using the horse for competition purposes) to be a current COMPETITIVE member. For the period of the lease, the lessee's membership will keep the horse current with the EA.
2. The Lessor (the owner of the horse) MUST remain a current member for the period of the lease.
3. Once the lease expires a new lease must be done and another fee paid if the parties wish to continue it. If the parties do not wish to continue it, the horse will be transferred back to the Owner. The Lessee MUST return the expired Certificate of Lease to their State EA office.
4. The EA does not need or want to be involved with the details of the lease. We only need to know who the Lessor/s and Lessee/s are and the term of the lease.
5. Interstate leases can be done. The horse will be transferred to the State in which the Lessee is a member. There is no transfer fee to do this as the lease fee will cover new Registration papers. The owner will always remain on the papers regardless of the State the horse is registered in.
6. At the expiry of the lease the horse will be transferred back to the State in which the owner is a member.
7. If during the period of the lease, the lessee and lessor agree to cancel the lease, both parties need to notify their State EA office in writing. The Lessee MUST return the Certificate of Lease to the State office with the cancellation notification.

REGULATIONS

1. A Lease Notification Form will only be accepted from a member of EA
2. A Lease Notification Form will only be accepted for a horse registered with EA
3. A Lease will only be accepted & recorded where the Lessor & the Lessee are members of EA.

PROCEDURE

1. A Lease Notification Form must be forwarded to the Registrar in the state office the Lessee is registered , within 30 days of the "Start Date" with the prescribed lodgement fee.
2. A Lease Notification Form must have indicated a "Start Date" and "Expiry Date".
3. Under all circumstances (including the issue of fines and penalties), the Lessee will be considered the responsible party.
4. The horse's 'original Certificate of Registration' must be submitted with the Lease Notification Form. The 'Certificate of Registration' will be returned to the owner with a copy of the lease.

The Lessee will receive a Certificate of Lease and a copy of the Lease.

They must keep the Certificate as they may be called upon to produce it at any time

THINGS TO CONSIDER

Before entering into any lease agreement, EA suggests you consider the following, and perhaps seek legal advice:

1. Is the horse insured? If not should it be? If it is, who is responsible for paying the insurance?
2. Does the horse have any prior injuries - if so, list them in the lease
3. The Lessee acknowledges having inspected and ridden the Mare/Stallion/Gelding (delete those not applicable) and that she (or he) has relied on her (or his) own judgement in deciding to lease the Mare/Stallion/Gelding (delete those not applicable) from the Lessor and that the Lessor shall be under no liability to the Lessee for any injury loss or damage suffered by the Lessee caused by the Mare/Stallion/Gelding (delete those not applicable) whether being ridden by the Lessee or not.
4. Upon the completion of the term of the lease the Lessee shall return the Mare/Stallion/Gelding (delete those not applicable) to the Lessor together with her (or his) with all relevant paperwork.
5. You have a written Lease signed by all parties and witnessed by an independent person.