### 4-H/FFA Breeding Animal Lease

# For 2023 this form is due to the Pickaway County Extension Office by May 15. (Due April 15 in future years.)

**I. PURPOSE OF THE LEASE** – The purpose of this lease agreement is to provide additional positive learning experiences for the 4-H/FFA member that would have otherwise been unavailable.

To provide a youth with the opportunity of participating in the 4-H/FFA Breeding Animal program when one or more of the following conditions exists:

- 1. The 4-H/FFA member does not have a suitable long care opportunity.
- 2. The family is unable to purchase a breeding animal.

The lease is to be in place at least 60 days prior to exhibition (ORC 901-19-39) and be in effect until the end of the project. However, the county may require it be submitted at an earlier date (i.e. project enrollment deadline).

Leasing MARKET animals for youth exhibition projects is NOT permitted under any circumstances.

#### II. RULES FOR LESSORS OF BREEDING ANIMALS TO 4-H/FFA YOUTH

- 1. The lessor (owner) of the breeding animal relinquishes all rights to train the animal, and the lessee has priority right to show the animal during the term of the lease. Potential lessors should not lease breeding animals they want to show on a regular basis during the term of the lease.
- 2. An animal cannot be leased to more than one youth per project year and may only be exhibited by the lessee in any junior exhibition, including at the Ohio State Fair
- 3. The lessor may not take the breeding animal back prior to the end of the lease unless the youth is neglecting or abusing the animal, or the youth agrees to return the animal.
- 4. The lessor should have the youth sign whatever agreements they decide upon in regard to care of the animal, but no agreement will supersede the terms of this contract.
- 5. The lessor will allow the lessee to transport and show the animal in 4-H/FFA, open, or breed shows.
- 6. The leased animal cannot be consigned or sold through an auction or any other type of transaction, even if the owner or exhibitor "buys back" the animal.

If animal remains on lessor's property during the lease, the lessor agrees to:

- Cooperate with the lessee in scheduling times to allow the member to work with/care for the animal(s) on the lessor's property.
- Help the lessee better understand the breeding industry.
- Teach the lessee proper techniques in breeding animal care.

#### III. RULES FOR LESSEES

- 1. The lessee is responsible for the daily care of the animal in whatever manner decided upon by them and the lessor. However, this must include major responsibility and performance by the lessee for this care.
- 2. The lessee will be responsible to write up an agreement in consultation with the lessor to cover who is responsible for expenses of care of the animal and who is liable in case of injury or death of the animal. Both the lessor and lessee must sign it, and a copy of that agreement be attached to this contract agreement.
- 3. Showing expenses will be the responsibility of the lessee.
- 4. The lessee is responsible to take this completed contract to the County 4-H Educator/FFA Advisor, at least 60 days prior to exhibition (ORC 901-19-39). However, the county may require it be submitted at an earlier date (i.e. project enrollment deadline).

#### What Should Be Included In A Lease?

Every lease is unique in the items that must be covered to protect both the owner (lessor) and the youth (lessee). A lease should be drawn and signed by the owner and the youth to insure adequate care of the animal, protect the investment of the lessor, and to detail the responsibility of the youth in regards to caring for the animal. It is wise to have a written lease agreement any time you are using someone else's animal, even if the owner is a family member. A lease can assist in preventing misunderstandings and unhappiness between the horse's owner and youth leasing the animal.

We suggest the following issues, but not limited to these, be addressed in a lease:

- 1. Identification of the animal (name, registration number if registered); the name, address, and phone number of the youth (lessee) leasing the animal; the name of parent/guardian if the youth is under 18 years of age; the name, address, and phone number of the owner (lessor).
- 2. Who is responsible in case of injury or death to the animal. Who pays veterinarian bills, and what would be the maximum amount you are expected to pay in veterinarian costs if injury costs are your (lessee's) responsibility. In addition, if the animal is injured and unusable, who has to nurse the animal back to health? An owner (lessor) may require you to take out insurance on the animal with the owner as the beneficiary to cover possible loss due to the death of the animal.
- 3. Where the animal will be housed and who is responsible for the daily care of the animal; any feed, health care (i.e. deworming, vaccinations, etc.), foot care, and/or special housing requirements made by the owner.
- 4. The purpose(s) for which the animal will be used, and that it can be transported at the youth's discretion to shows.
- 5. Any limitations that would be placed on the owner's use of the animal.
- 6. A statement on the time period covered by the lease and under what conditions and time frame the lease can be discontinued.
- 7. The owner should have a statement included relieving them of liability in cases of property damage, injury to the youth, or injury to a third party while the animal is under the lessee's supervision.
- 8. A place for signatures for the owner (lessor) and the youth (lessee) with a line for parent/guardian if the youth is under 18 years of age.

The above-mentioned issues are only suggestions, and we cannot advise you as to specific terms or wording in a lease agreement.

You may even want to consult an attorney.

## By May 15 turn in both: 1. This completed form, and 2. A copy of the lease agreement.

| Beef        | Goat           | Sheep              | Poultry            | Rabbit      | Llama/Alpaca           |  |
|-------------|----------------|--------------------|--------------------|-------------|------------------------|--|
| Name: _     | Tag Number:    |                    |                    |             |                        |  |
| Registrat   | tion Number    | (if applicable): _ |                    | Ear         | Notch (if applicable): |  |
| Breed: _    |                |                    |                    | Sex:        | Birth Date:            |  |
| Color:      |                | Markings:          |                    |             |                        |  |
| Distingui   | ishing Marks   | (scars, unique co  | olorings, etc): _  |             |                        |  |
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| nature      |                |                    |                    | Signature   |                        |  |
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