



8667 E. Shea Blvd, Suite 106-522
Scottsdale, AZ 85260
Phone: 480.393.0870
Fax: 480.626.4134
info@hunkapi.org
www.hunkapi.org

Horse Loan Agreement

This Loan Agreement is entered into between by and between _____ (“hereinafter referred to as Lessor”) and Hunkapi Programs, Inc., an Arizona 501(c)(3) non-profit corporation (“hereinafter referred to as Lessee” or as “Hunkapi”).

The Lessor is presently the owner of a horse described as follows:

NAME: _____

BREED: _____

REGISTRATION: _____

COLOR: _____

AGE: _____

SEX: _____

WHEREAS, Hunkapi provides recreational and therapeutic horse programs to children and adults; and

WHEREAS, Hunkapi typically uses horses which have been donated or loaned to Hunkapi for use in providing recreational and therapeutic horse experiences to clients of Hunkapi; and

WHEREAS, Hunkapi requires that horses used in its programs must be safe, sound, healthy and compatible with the needs of Hunkapi; and

WHEREAS, Lessor would like to loan the use of the horse named above to Hunkapi for the use in its therapeutic and recreational horse programs; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other valuable consideration, the parties agree as follows:



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I. **LEASE TERM.** Lessor hereby leases said horse to Hunkapi for a month to month term beginning _____.

II. **LEASE PRICE.** [place and x by the term which applies]

_____ In consideration for Hunkapi providing board (feed, water and shelter) for the above-named horse, Hunkapi shall not be required to pay a lease fee to Lessor.

_____ Hunkapi shall pay Lessor a fee of \$_____ per day for use of the horse by Hunkapi for its programs ("Usage Fee"). The Usage Fee only applies on a day when Hunkapi has used the horse in a program administered by Hunkapi and does not include any days when the horse is not used in a program. Hunkapi shall not be responsible for the board for the above-named horse, and shall not be responsible for the care of the horse except as provided in Paragraph III below. Payment of the Usage Fee shall be made to Lessor on or before the 10th of the month following the month in which the Usage Fee has accumulated.

III. **CARE OF THE HORSE.** Hunkapi agrees to properly care for and manage the health of the horse, giving due consideration to the age, health and condition of the horse upon coming into the custody of Hunkapi under this lease. Ordinary veterinary expenses, such as vaccinations, which are a direct result of Hunkapi's use of said horse shall be the responsibility of the Hunkapi during the term of the lease unless covered by a major medical policy held by Lessor. Extraordinary expenses, such as expenses related to the general failing health of the horse, advanced age, or injuries requiring an expenditure of more than \$_____, shall be borne by Hunkapi at its sole discretion. In the event Hunkapi determines that the horse is no longer fit for use in Hunkapi's programs and decides not to make additional expenditures for extraordinary expenses, then Hunkapi may terminate this lease.

VI. **LIABILITY.** Hunkapi shall have care, custody, and control of said horse during the lease period. Hunkapi agrees to be responsible for and hold Lessor harmless for all claims, demand, causes of action, judgments, attorney's fees, costs and expenses for property damage, bodily injury, or death caused by or connected with said horse while in Hunkapi's care, custody, and control, provided that Lessor has disclosed any and all conditions or behaviors of the horse, including past behaviors or conditions, which could potentially be adverse to the purposes of Hunkapi in providing recreational and therapeutic riding programs to its clients. Hunkapi shall also be responsible for and agrees to indemnify and defend Lessor from and against any and all claims, suits, and actions of third parties for personal injuries or property damage directly or indirectly caused by the horse while leased to Hunkapi arising from the Hunkapi's use or possession of the horse provided that Lessor has disclosed any and all conditions or behaviors of the horse, including past behaviors or conditions, which could potentially be adverse to the purposes of Hunkapi in providing recreational and therapeutic riding programs to its clients.



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- VIII. ELECTION TO TERMINATE.** Lessor may decide to terminate this lease agreement by providing Hunkapi 30 days written notice of lease termination. Hunkapi may decide to terminate this lease agreement by providing Lessor 5 days written notice of lease termination.
- IX. REPRESENTATIONS.** Lessor represents that said horse is in sound health and that there are no known illnesses, infirmities, or unsoundness, and that Lessor believes the horse to be fit to fulfill the purposes of Hunkapi in providing recreational and therapeutic riding programs to its clients.
- X. APPLICABLE LAW.** This agreement shall be construed in conformance with the laws of the State of Arizona
- XI. LIMITATION OF LIABILITY.** Hunkapi's liability to Lessor for damages or losses under this lease shall be limited to the value of the horse at the time immediately preceding any event which caused such damage.

Owner For Hunkapi Horse Programs Inc.

Address

Telephone

Date _____ Date _____