



EQUISHARE COURTSEY AGREEMENT

This agreement is made on thebetween Bryerley Springs Farm
and(hereafter referred to as the LOANER) for the
[Full] [Half] Loan of..... (hereafter referred to as the HORSE)

(1) The loan period will start on and continue until the loan agreement may be terminated because:

1.1 The LOANER no longer wishes to loan the HORSE. The LOANER will inform the OWNER in writing, no less than **1 month** before the HORSE (and all associated equipment as detailed below) will be returned in a good condition to the OWNER.

1.2 The OWNER believes the HORSE is not being treated or looked after in the correct manner. The OWNER may at his own discretion give the BORROWER a specific period of time during which the LOANER must rectify any reasonable issues that the OWNER may have. The OWNER hereby reserves the right to remove the HORSE from the LOANER with no notice whatsoever.

1.3 The horse may be sold. The LOANER will be given first refusal.

1.4 The LOANER and the OWNER mutually agree the loan of a different horse.

(2) The HORSE is to be kept at Bryerley Springs Farm, Galley Lane, Great Brickhill, MK17 9AA, where the LOANER agrees to pay a weekly loaning fee. Fees are calculated over the year and invoiced monthly.

(3) It is understood by the LOANER that at NO TIME is he the registered OWNER of the HORSE and under no circumstances whatsoever is he permitted to Loan, Lease or Sell the HORSE to any third parties.

(4) RISK

It is understood by the BORROWER that horse care and riding carry their own inherent risks and at no time can the OWNER of the horse be held responsible for anything at any time.

(5) USE OF THE HORSE

The HORSE is to be used as a companion/riding horse/child's pony only and not for hire or reward.

A 'FULL LOAN' means 6 days per week, with 1 day given for rest.

A 'PART LOAN' means 3 days per week, consisting of 2 weekday and 1 weekend day.

The Horse may be used by other riders for lessons in the riding school and lessons take priority. At all other times the LOANER can ride at his leisure.

(6) VETERINARY TREATMENT

The OWNER is responsible for all required veterinary treatment. The BORROWER will notify the OWNER if the horse suffers any serious illness or injury

(7) FARRIER

It is understood by the LOANER that he is responsible for ensuring that the HORSE is suitably shod/trimmed at all times and the liability for payment of the aforesaid shoeing/trimming lies solely with the LOANER. 6-8 weekly arrangements for shoeing and trims with the farrier are made by a staff member of Bryerley Springs. The cost will be added to the loaning invoice of the LOANER every other month.

(8) INSURANCE ON THE PREMISES

The LOANER is insured when riding whilst on the premises.

(9) INSURANCE AWAY FROM THE PREMISES

It is understood by the LOANER that he is responsible for ensuring that the HORSE is fully insured for veterinary treatment, third party liability, travelling, saddlery and tack for any activities outside the yard. The full payment of the aforesaid insurance lies solely with the LOANER. If the LOANER fails to insure the HORSE and its effects, the LOANER assumes full liability for any loss or damage, including 3rd party legal liability.

(10) RIGHT TO BUY/ SALE OF HORSE

The LOANER may be given the opportunity to buy the HORSE or move on to the next size without the risks of buying or selling. Sometimes, we may feel that the time is right to sell the HORSE, i.e. because it is getting older, losing interest, or not very suitable for learners to ride on. If this is the case, the LOANER will always be given first refusal to buy. If the LOANER registers his interest in buying their horse/pony, we offer the opportunity to pay in instalments. The responsibility for the horse stays with the OWNER until it is paid in full.

(11) TACK & EQUIPMENT

The following pieces of equipment will be supplied by the OWNER to the BORROWER and it is understood and agreed by the LOANER that all items are in good working order and free from any defects not specified below. The LOANER agrees that at the time of termination of the contract, all the equipment listed below will be returned to the OWNER in good working order. 7.1 Saddle 7.2 Bridle 7.3 Rugs The LOANER is responsible to **clean tack weekly**, this must be checked by a member of staff to be signed off.

(12) ACTIVITIES & USE OF FACILITIES

The horse is only permitted to take part in activities by prior agreement by the OWNER. Some restrictions to some activities apply:

Schooling – The HORSE may not to be ridden longer than 45 minutes, this must include an adequate warm up and cool down.

The LOANER may use all facilities, except the big indoor school which is to be used by prior agreement or for guided activities only. The rules of the school (School Etiquette) must be abided by at all times.

Jumping – The HORSE may only be jumped under the guidance by an instructor or the permission by the OWNER

Hacking & Cross Country: The LOANER may use the cross country field only if over the age of 15 or by permission, providing their level of riding allows them to do so safely.

Other Welfare & Safety:

- The Horse is not to be brought down to the yard and left tied up for any longer than 4 hours.
- It is the responsibility of the LOANER to ensure the HORSE has adequate water and hay (if needed) whilst on the yard
- Bareback riding is only permitted with an instructor
- The LOANER must tidy up any mess made by him and the HORSE

(13) RIDING LESSON

The price for children who loan includes a weekly lesson. Lessons are held primarily on Wednesday evenings and Saturday mornings. The LOANER must attend lessons regularly.

(14) HORSEMANSHIP AND PONY CLUB

Monthly horsemanship sessions teach more in depth knowledge in stable management and riding. These sessions are compulsory for the LOANER to attend. The LOANER is encouraged to join the Pony Club.

(15) SUPERVISION

Children are welcome and supervised at all times except on **Sundays** and **weekdays after 5pm**. Parents need to be aware that children under the age of 14 must be accompanied by an adult if they stay after that time. Parents must use the sign in register on Sundays to indicate the responsible adult.

(16) HELPING

The LOANER is to help on the yard either one Saturday or two Wednesdays a month (arranged via schedule)

(17) CONFLICT OF INTEREST

The LOANER may not move to loan or share a livery horse, unless with the consent of Bryerley Springs

Signed..... (THE OWNER)

Signed..... (THE LOANER/PARENT)