

MEMORANDUM OF AGREEMENT
(LEASE OF HORSE)

Entered into by and between:

(Identity Number: _____)

of

(Hereinafter referred to as the “**Owner**”)

and

(Identity Number _____)

of

(Hereinafter referred to as the “**Lessee**”)

(Hereinafter jointly referred to as the “**Parties**”)



1. **INTERPRETATION**

1.1 In this **Agreement** and the annexures to this **Agreement**:

1.1.1 Clause headings are for convenience and are not to be used in its interpretation;

1.1.2 Unless the context indicates a contrary intention an expression which denotes:

1.1.2.1 any gender includes the other genders;

1.1.2.2 a natural person includes a juristic person and vice versa;

1.1.2.3 the singular includes the plural and vice versa.

1.2 In this **Agreement**, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings.

1.2.1 “**Agreement**” refers to this document together with any annexures attached hereto.

1.2.2 “**Effective Date**” refers to the date of signature hereof by the **Party** signing last in time;

1.2.3 “**Horse**” refers to the horse known as _____, with passport number _____, owned as at the **Effective Date** hereof by the **Owner**.

1.2.4 “**Lessee**” refers to the **Party** indicated as such on the cover page hereto;

1.2.5 “**Lease Period**” refers to a fixed term of _____ months starting on the **Effective Date** hereof.



1.2.6 “**Owner**” refers to the **Party** indicated as such on the cover page hereto.

1.2.7 “**Party**” refers to either the **Owner** or the **Lessee** as the context may require and “**Parties**” refers to both of them collectively.

1.2.8 “**Premises**” refers to the stables situated at _____.

2. LEASE

2.1 As from the **Effective Date** hereof and for the fixed duration of the **Lease Period**, the **Owner** hereby leases to the **Lessee**, and the **Lessee** hereby leases from the **Owner**, the **Horse** subject to the terms and conditions contained in this **Agreement**.

3. TERMS OF AGREEMENT

3.1 In return for the exclusive use of the **Horse** during the **Lease Period**, the **Lessee** agrees that;

3.1.1 he/she shall assume all of the usual responsibilities associated with the owning of a horse, including but not limited to, ensuring the **Horse** remains in optimum health and adhering to the practices of sound animal husbandry.

3.1.2 he/she shall pay all maintenance costs ordinarily covered by the owner of a horse, including but not limited to, the cost of livery, farrier, deworming, inoculating and all other necessary veterinary expenses.

3.1.3 he/she shall put in place and retain in place, at his/her sole expense, adequate medical insurance cover and mortality insurance cover over the **Horse** and timeously pay all premiums in respect thereof, which insurance shall be acceptable to the **Owner**. Any payment made in



terms of the aforementioned mortality cover shall be made directly to the **Owner** of the **Horse**.

3.1.4 he/she shall care for the **Horse** using the highest degree of care reasonably expected from a prudent horse owner.

3.1.5 he/she shall ensure the **Horse** remains stabled at the **Premises**, unless otherwise agreed to between the **Parties**.

3.1.6 he/she shall keep the **Owner** regularly informed as to any concerns or issues pertaining to the **Horses** health and/or well-being.

3.1.7 he/she shall only use the **Horse** for the purpose which it is intended, namely _____ and shall refrain from using it for any other purposes without the prior written consent of the **Owner**.

3.1.8 the **Owner** shall be entitled to enter the **Premises** at any reasonable time to inspect the **Horse** in order to ensure compliance with the terms of this **Agreement**, and shall furthermore be entitled to retake possession of the **Horse** should he/she reasonably believe that the terms of this **Agreement** are not being adhered to by the **Lessee**.

4. **TRANSFER OF RISK**

4.1 Notwithstanding anything to the contrary contained herein, the risk in and to the **Horse** shall pass from the **Owner** to the **Lessee** upon the **Effective Date** hereof.

4.2 Nothing contained in this **Agreement** shall serve to transfer ownership in and to the **Horse** to the **Lessee**, which ownership shall remain fully vested in the **Owner**.



5. **WARRANTIES**

5.1 The **Owner** hereby warrants that;

5.1.1 He/she is the owner of the **Horse** and is entitled to lease same to the **Lessee**.

5.2 Apart from the Warranty set out in Clause 5.1 above, the **Owner** makes no further warranties or representations in respect of the **Horse** and the **Parties** accordingly agree that no further warranties or representations have been given or made, including, but not limited to, the state, condition or fitness of the **Horse**.

6. **INDEMNIFICATION**

6.1 The **Lessee** hereby indemnifies and holds harmless the **Owner** against any and all losses, damages and/or injuries with he/she may sustain as a result of the lease of the **Horse** as provided for herein.

6.2 The **Lessee** hereby undertakes not to encumber the **Horse** with any lien, charge or related claim and accordingly indemnifies and holds the **Owner** harmless therefrom.

7. **BREACH**

7.1 Should either **Party** breach any term of this **Agreement** and fail to remedy such breach within 14 (Fourteen) days of receipt of written notice requiring it to remedy the aforementioned breach, the aggrieved **Party** shall be entitled, in addition to any other remedies available to it in law, to cancel this **Agreement** forthwith and to claim damages pursuant thereto.

7.2 In the event that this **Agreement** is cancelled as a result of an



unremedied breach by the **Lessee** or for any other valid reason, the **Owner** shall be entitled to retake immediate possession of the **Horse**.

8. NOTICES AND DOMICILIA

8.1 The **Parties** select as their domicilia citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this **Agreement**, the addresses set out on the cover page hereto.

8.2 Each of the **Parties** will be entitled from time to time to vary its domicilium by written notice to the other to any other address within the Republic of South Africa.

8.3 Any notice addressed to a **Party** at its physical will be sent by pre-paid registered post or delivered by hand.

8.4 A notice will be presumed, unless the contrary is proved, to have been given:

8.4.1 if posted by pre-paid registered post, five days after the date of posting hereof.

8.4.2 if hand delivered, during the business hours or on a business day on the day of delivery;

9. GOVERNING LAW

9.1 This **Agreement** shall be governed by the laws of the Republic of South Africa and subject to the jurisdiction of the courts of the Republic of South Africa.



10. **COSTS**

10.1 Each **Party** shall pay the costs incurred with its own attorneys in respect of the negotiation and conclusion of this **Agreement**.

10.2 If any **Party** instructs an attorney to enforce any of its rights in terms of this **Agreement**, then it shall be entitled to claim and recover the legal costs incurred by it on the attorney and client scale.

11. **WHOLE AGREEMENT**

11.1 This **Agreement** constitutes the whole agreement between the **Parties** as to the subject matter hereof and no agreements, representations or warranties between the **Parties** regarding the subject matter hereof other than those set out herein are binding on the **Parties**.

12. **VARIATION**

12.1 No addition to or variation or novation of this **Agreement** and no waiver of any right arising from this **Agreement** shall be of any force or effect unless reduced to writing and signed by all the **Parties** or their duly authorized representatives.

13. **RELAXATION**

13.1 No latitude, extension of time or other indulgence which may be given or allowed by any **Party** to the other **Party** in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any **Party** arising from this **Agreement**, and no single or partial exercise of any right by any **Party** under this **Agreement**, shall in any circumstances be construed to be



an implied consent or election by such **Party** or operate as a waiver or a novation of or otherwise affect any of the **Party's** rights in terms of or arising from this **Agreement** or estop or preclude any such **Party** from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

14. **SEVERABILITY**

14.1 In the event that any of the terms of this **Agreement** are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

15. **LIMITATION OF RIGHTS**

15.1 Other than the rights expressly granted in this **Agreement** neither **Party** shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other **Party**.

16. **COUNTERPARTS**

16.1 This **Agreement** may be executed in one or more counterparts all of which shall be considered to be one and the same agreement.

17. **RULE OF INTERPRETATION**

17.1 The rule of interpretation that a written agreement shall be interpreted against the **Party** responsible for the drafting or the preparation of the agreement shall not apply.



Signed at _____ on this ____ day of _____ 20__

AS WITNESS :

On behalf of the **Owner**, duly authorized.

Signed at _____ on this ____ day of _____ 20__

AS WITNESS :

On behalf of the **Lessee**, duly authorized.