



Leasing Guidelines

One purpose of the 4-H Dairy project is to teach young people how to feed, fit, show and care for an animal (s). The more important purpose is to provide an opportunity for personal growth and development of the young person. Ohio 4-H realizes that some youth are unable to own an actual dairy heifer or cow for a project. Therefore, leasing becomes an option!

WHAT ARE THE EXPECTATIONS OF THE 4-H PARTICIPANT?

1. Be responsible for the care of the animal in whatever manner is mutually agreeable to both the owner (lessor) and youth (lessee).
2. To complete an identification form as required by local counties so that the heifer/cow can be identified as a 4-H project. Whether the animal is grade or registered, identification is very important.
3. As a part of the educational experience, the 4-Her must develop a lease agreement with the lessor and establish the purpose for doing so.
4. The 4-Her will follow all deadline dates established by the local County Extension Office and submit a completed copy of the identification form and the lease agreement for verification purposes.

WHAT SHOULD BE INCLUDED IN A LEASE?

Each lease is unique in the items that must be covered to protect both the owner and the youth involved. A lease can assist in preventing misunderstandings and unhappiness between the lessor and lessee.

Following are some details to be addressed. Consider these as starting points.

1. Identification of animal and youth and owner contact information. If the youth is under 18 years of age, the same information of the parent/guardian also is important.
2. Who is responsible in case of injury or death? Who pays veterinarian bills and what is the maximum amount expected to pay in veterinarian cost if injury costs are the lessee's responsibility? In addition, if the animal is injured and unusable, who has to nurse the animal back to health?
3. Where will the animal be housed and who is responsible for the daily care? (feed, routine health care, special housing).
4. The purpose for which the animal is being leased and that it can be transported at the youth's discretion to shows.
5. Statement on the time period covered by the lease and under what conditions and time frame the lease can be discontinued.
6. The owner should have a statement included relieving them of liability in cases of property damage and injury to the youth and/or a third party while under the lessee's supervision.
7. A place for signatures for the owner (lessor) and the youth (lessee) with a line for signature of the parent/guardian if the 4-Her is under 18.

The above are only suggestions! Other details may need to be added. The sample lease can provide you specific terms and format for the lease agreement.



Ohio Dairy Lease Agreement



This Dairy Lease Agreement is entered into on (date: mm/dd/yyyy) _____ between

Owner (Lessor): Name: _____

Address: _____

Telephone: _____

And youth (Lessee): Name: _____

Address: _____

Telephone: _____

The owner hereby agrees to lease the animal recorded and described below to the Lessee and will provide a copy of the registration certificate, if there is one.

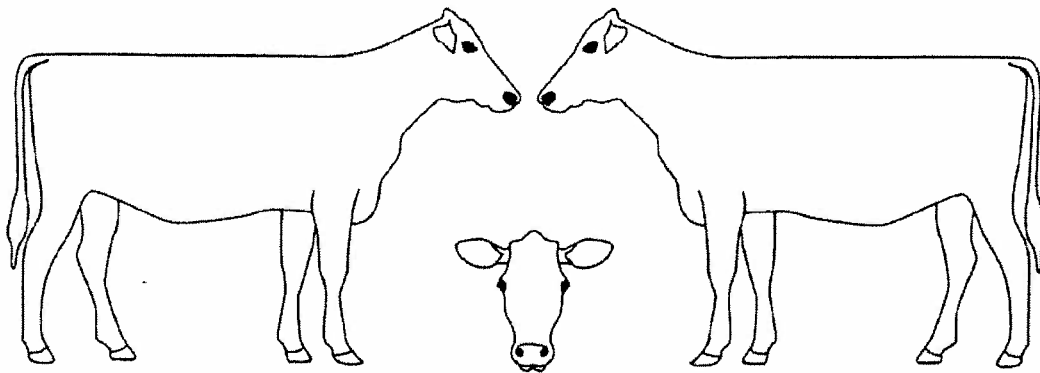
Animal Date of Birth: _____

Breed: _____

Registration number and name: _____

Tattoo and/or other permanent identification _____

Color markings (may be filled in, if applicable, on the drawing below):



The owner hereby allows the lease of the animal described here for a time period starting on the date above and ending on (Date: mm/dd/yyyy): _____ upon the following terms and conditions:

1. The Lessee will treat the animal in a humane and ethical manner, including feeding, housing, handling, transportation, and veterinary attention that may be required, and will not permit the animal to be mistreated or abused in any way.

2. The Lessee may not breed the animal without written permission from the owner.
3. The Lessee is responsible for all expenses incurred in exhibiting the animal, such as veterinary, transportation, grooming, feed, and miscellaneous expenditures. Any exceptions must be outlined as follows:

4. The Lessee has the right to return the animal to the owner if the youth must change their original intent. The owner has the right to demand the return of the animal if the Lessee is not providing proper care as stipulated in the leasing agreement.
5. In case of death of the animal while in possession of the Lessee, it is agreed that:

6. The owner is not responsible for injuries to the Lessee, and the Lessee hereby releases liability from the owner for injuries sustained from this animal.
7. This agreement must be completed and the animal in possession of the Lessee within the time limits established for ownership by the sponsor of the exhibitor in which the animal(s) will be entered.
8. List any additional terms below:

For the Lessee and the Lessor

I have read and understand this lease agreement and agree to abide by its terms and conditions:

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Youth (Lessee)	Date
 <hr/>	 <hr/>
Owner (Lessor)	Date

For the Parent/Guardian of the Lessee

I have read and understand the contractual agreement entered into by the Lessee and the owner. I agree not to hold the owner liable for any injury or financial liability that the Lessee may incur during this contractual agreement. I will be responsible for any damages or loss because of lack of care by the Lessee:

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Parent or Legal Guardian	Date