

## **BRITISH APPALOOSA SOCIETY**

A private company limited by guarantee No. 4836875. & A Register Charity registration No 1103432

### **REGISTRATION OF A LEASE/LOAN AGREEMENT**



# This form should only be used to record a leasing of a horse with the Society This form is not a lease agreement.

### Instructions: -

- > To be completed by the current owner/keeper and the lessee/s. (Note if the animal has changed hand since the last recorded owner/keeper a transfer of ownership application must accompany this application).
- > This form must be complete, signed and returned to the Society together with a copy of the lease agreement
- > A fee of £6.00 must be enclosed with all cheques or P.O's to be made payable to the "British Appaloosa Society".
- Return to British Appaloosa Society. Orchard Farm. Goole Road, Moorends, Doncaster, S Yorks DN8 4JY

/Ms/Miss				
Tel No.		Email		
being the owner(s) of the horse.			Registration No	
t that the above horse	be registere	d as on lease to		
Miss				
Tel No.		Email		_
(day/month/year)	Ending	(day/month/year)	Indefinite	(tick box if applicable)
TERMS OR LIMITATIONS	PLEASE STATI	E HERE: -		
	Tel No. er(s) of the horse. t that the above horse liss  Tel No.  (day/month/year)	Tel No er(s) of the horse t that the above horse be registered fiss Tel No Ending (day/month/year)	Tel NoEmail er(s) of the horse.  t that the above horse be registered as on lease to  fiss  Tel NoEmail  Glay/month/year)  Ending Glay/month/year)	Tel No Email Indefinite

#### **CONDITIONS**

- 1. For definition purposes the word lease is to taken as meaning. That while retaining the express ownership over the animal, the owner assigns the right of authority over the said animal to third party for a specified or unspecified period of time under such conditions as they may prescribe.
- 2. Notice must be given to the Society of an animal, which has been put out on lease, stating whether the lease is for breeding, racing, showing or performance purposes. In the absence of such notice the Society will not accept the authority of the lessee over the animal.
- 3. The notice must be signed both by the owner/lessor and the lessee
- 4. The notice shall provide the name, registration number and the date the lease took effect and where appropriate provide a termination date.
- 5. A copy of the Lease agreement must be supplied the Registrar of the Society.
- 6. For the duration of the period of the lease other than where stated the Society accepts the authority of the lessee to execute all documents pertaining to the recognised activities of breeding, racing, showing or performance pertaining to the said animal. At the expiration of the period given in the notice of the lease and/or any extensions to that notice, the Society will regard the authority over the said animal by the lessee as terminated.
- 7. Where a termination date is given the Society will on that date return all authority over the animal back to the owner/lessor of the said animal. Where no termination date is given the Society will continue to recognise the lessee's as having full authority over the said animal.
- 8. If during the notified period of leasing a lease is extended or prematurely terminated a written notice must be submitted, signed by both the owner/lessor and the lessee, giving the date of termination or extension.
- 9. If during the notified period of leasing the said animal is transferred to the lessee, then a termination notice must be submitted to the Registrar' office by the owner/lessor together with a properly executed transfer report showing the change of ownership from owner/lessor to the lessee.
- 10. If during the notified period of leasing the said animal is sold to anyone other than the lessee, then a termination notice must be submitted to the Registrar' office by the owner/lessor together with a properly executed transfer report showing the change of ownership from owner/lessor to new owner.
- 11. The Society shall be held blameless where no proper adherence is made to the above conditions, the Rules or Bylaws of the Society by the owner/lessor or the lessee of the animal.
- 12. The Society will not become involved in any dispute between the owner/lessor and the lessee.

I/we hereby certify that the particulars detailed herein are correct to the best of my/our knowledge and belief				
Signature of Owner(s)	Dated			
Membership No. (s)(If applicable)				
Signature of Lessee(s)	Dated			
Membership No. (s)				