



HORSE RENTAL AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____ by and between _____ residing at hereinafter referred to as "Owner" and MIDWAY UNIVERSITY, 512 East Stephens Street, Midway, Kentucky, 40347, hereinafter referred to as "Midway". The parties hereby ACKNOWLEDGE that this AGREEMENT is made for days _____ to enable Midway to utilize the horse, described as follows in paragraph A below, in the Intercollegiate Horse Shows Association Horse Show, hereinafter referred to as the "IHSA Horse Show" held at Midway. NOW THEREFORE, for good and valuable consideration, receipt of which the parties hereby acknowledge, the parties AGREE AS FOLLOWS:

Section A: Description of Horse Provided by Owner:

Registered Horse Name:		Barn Name of Horse:	
Breed of Horse:		DOB:	
Sex:	Color:	Height:	Weight:
Sire:		Dam:	
Registration Number:			
Insurance number and Company:			
Insurance phone number:			
*insurance not required, but policy information must be presented if Owner is carrying insurance on horse.			
Marks and other distinctive physical characteristics: (scars, brands, etc.)			

Section B: Terms:

1. Midway agrees to accept the horse for use in the IHSA Horse Show beginning _____ and concluding _____
2. During the IHSA Horse Show, Midway shall provide horse with normal and customary care, including veterinary care, if necessary, taking good and reasonable care and precautions at all times to prevent injury or death of said horse. The Owner agrees to indemnify and hold Midway harmless for any claims for such as medical expenses.
 - a. Midway shall make reasonable efforts give advance notice to Owner of medical services likely to exceed \$250 prior to such services being provided, unless such notice is not practicable (e.g., the horse's condition requires an immediate life-saving medical procedure). Notwithstanding anything else in this

Agreement, however, Owner may either elect or waive the right to the provision of life-saving medical procedures for the horse by initialing where appropriate as follows:

- i. Owner waives life-saving medical procedures on said horse. _____ (Owner initials);
OR ii. Owner does not waive life-saving medical procedures on said horse. _____ (Owner initials)
3. Prior to the Horse Show, Owner warrants the horse has all current vaccinations, has had a negative Coggin's Test within the last 12 months, a 30-day Health Certificate, is mentally and physically sound (behaviorally trained, free from serious injuries or medical conditions precluding use), free from stereotypies (vices or unsound behaviors), and no history of major injury resulting in inability for horse to perform in athletic activity. Owner will provide copies of the horse's most recent Coggin's Test and a copy of the 30-day Health Certificate to Midway.
4. Owner shall be solely responsible for transport of the horse to Midway on or before _____ and away from Midway no later than _____ p.m. local time.

Section D: Indemnification Hold Harmless and Release:

Except to the extent caused by the negligent or intentional acts of Midway, its employees, officers and agents (excluding students), Owner hereby releases and agrees to indemnify and hold Midway harmless for any claim against Midway for injury to persons or property arising out of this Agreement, including but not limited to injury to or by the horse itself.

Section E: Miscellaneous:

Nothing in this Agreement shall be construed as creating any rights in any third parties.

This writing constitutes the entire agreement between the parties hereto and may be modified only by writing and executed by both parties.

This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any legal action arising out of this Agreement must be brought in either Woodford Circuit Court or Woodford District Court (as appropriate) in Woodford County, Kentucky.

EXECUTED as of the date and year shown above.

Signature of Owner

Signature of Midway University Representative

OWNER contact information:

Legal Name (please print):	
Mailing Address:	Phone number:
Street Address:	Secondary phone number:
	Email address:

COLLEGE contact information:

Name & Title : Adrienne Van Matre, Farm Manager Conner Smith, Head Western Coach Heath Gunnison, Head Hunt Seat Coach	
Mailing Address: 512 E. Stephens Street Midway, KY 40347	Phone: 859-846-5732 (Adrienne Van Matre) Secondary: 859-846-5364 Dr. Mark Gill, Dean School of Business, Equine, and Sports Management Email address: mark.gill@midway.edu

