**\*\*ANIMAL NAME\*\*- Shetland Bull – Lease Contract**

**CONTRACT FOR LEASE** made on the [DATE]

**BETWEEN THE FOLLOWING PARTIES**

(1) Mr/s YOUR NAME, of YOUR ADDRESS (referred to as the Owner)

(2) Mr/s CONTRACTING PARTY’S NAME, of THEIR ADDRESS (referred to as the Borrower)

**1 LEASE**

1.1 This Contract is made between the Owner and the Borrower and sets out the terms on which the bull described below is to be leased by the Owner to the Borrower:

 Name: BULL NAME

 Date of Birth:

 Breed: Shetland

Herd Book Registration no: HB XXXXXX

 Ear Tag No. UK-XXXXXX

 Gender: Male (entire)

Colour:

 (referred to as the **Bull**);

1.2 The Contract shall in no circumstances be interpreted or construed as a Contract for permanent transfer or any other purpose;

1.3 It is agreed that that at no time is the Borrower the registered owner of the Bull and is not permitted to Lease, loan or sell the Bull to any third parties;

1.4 The Lease shall commence on XX/XX/20XX and end on XX/XX/20XX (the **Period**);

1.5 On the agreement of both parties the Period may be extended or renewed for a further period of time.

**2 TERMINATION**

2.1 The Lease will terminate in the following circumstances:

2.1.1 either party giving 14 days’ notice in writing to the other; or

2.1.2 if either party is in breach of any of the terms of this Contract, unless the breach is remedied within 14 days of it taking place; or

2.1.3 at the end of the Period without the need for any further notice; or

2.1.4 on the death of the Bull.

2.2 On termination the Borrower shall be responsible for returning the Bull (including costs) to the Owner.

**3 THE BULL**

3.1 The Owner warrants that the Bull is as described and in a fit and healthy condition;

3.2 The Bull is leased for the purpose of serving XXX heifers / cows. Any calf born will be eligible for registration in the Shetland Cattle Herd Book provided the heifers / cows are registered.

3.3 In the event of bull calves being born the Borrower should seek the Owner’s permission if the Borrower wishes to keep more than one bull calf entire for breeding, due to over-use issues in a small gene pool.

**4 RESPONSIBILITIES**

4.1 The Borrower agrees to:

4.1.1 keep the Bull at CONTRACTING PARTY’S ADDRESS or such other premises as the Borrower deems appropriate although the Owner will be given 5 days’ notice of any new address and will have a right to object to the new address and terminate this Contract if the address of keeping the Bull cannot be agreed;

4.1.2 provide day to day care to the Bull, including the provision of an adequate and suitable diet, grazing and environment and take all reasonable care to maintain the Bull in good condition at his/her own cost;

4.1.3 ensure that the only cattle that are in the field with the bull are the agreed cows that he is to serve (see clause 3.2) and their calves at foot, no other cattle are to be in the field;

4.1.4 handle the Bull in a competent manner. It is a condition of hire that the hirer understands that bulls are a potentially dangerous animal and need to be handled appropriately. Furthermore, the Borrower warrants that the Bull will be kept away from any neighbouring cows, bulling cows and bulls;

4.1.5 ensure that the Bull shall only be used for the purpose as agreed in clause 3.2;

4.1.6 allow the Owner reasonable access to the Bull at the address specified above at any reasonable time;

4.1.7 be responsible for ensuring prompt and required veterinary treatment by a registered and qualified veterinary surgeon at all times. The liability for payment of the aforesaid veterinary treatment lies solely with the Borrower;

4.1.8 notify the Owner if the Bull suffers any serious illness or injury and notify the Owner in advance if possible of any requirement for the Bull to have surgery or general anaesthetic or if veterinary advice recommends euthanasia before treatment is carried out providing this will not lead to delay causing increased risk to the Bull or increased pain and suffering;

4.1.9 The Owner agrees that if a veterinary surgeon advises

immediate euthanasia of the Bull to prevent further suffering in the case of severe injury and the Owner cannot quickly be contacted the Borrower may give permission to the veterinary surgeon on the Owner's behalf.

**5 INJURY/ILLNESS/DEATH OF BULL**

5.1 In the event that the Bull sustains an injury or develops an illness whilst in the care of the Borrower that will prevent it from fulfilling the purpose set out in clause 3.2 for a period exceeding 14 days the Borrower may terminate the Contract and return the Bull;

5.2 The bull must be returned in the same fit and healthy manner in which he left. If the Bull is returned injured or ill, it will be the hirer's responsibility to pay the vet bills required to return him to original condition, or refund the owner his full value, which is £XXXX at present;

5.3 In the event of the Bull’s death the Borrower will be responsible for any euthanasia and disposal expenses.

**6 PASSPORT**

6.1 The owner will provide the Borrower with the Bull’s passport at the outset of the Lease and the Borrower will keep this safely and return it to the Owner with the Bull at the end of the Lease period;

6.2 The Borrower will not seek to amend the details of the owner in the passport.

**7 INSURANCE**

7.1. The Borrower is responsible for ensuring that the Bull is fully insured for veterinary treatment, third party liability and travelling at all times for its full value as agreed to be £XXXX and the liability for payment of the aforesaid insurance lies solely with the Borrower;

7.2. If the Borrower fails to insure the Bull and its effects the Borrower assumes full liability for any loss or damage, including any third party liability.

**8 REMUNERATION**

8.1 A stud fee of £XX is payable per cow / heifer for the period of six weeks. The hire Contract covers XX no. heifers and or cows. Hire payment, in full, to be made on collection of the Bull. Terms are on a six week hire basis. There is no refund for no pregnancy as the Bull is healthy and proven, or for early return of the Bull.

**9 LIABILITY**

9.1 It is understood by the Borrower that Bull care and handling carry their own inherent risks and that they accept the responsibility to take care for their own safety and that of the Bull and third parties. It is agreed that at no time can the Owner be responsible for any adverse incidents, claims, damage or injury caused at any time during the Lease period.

The Borrower agrees to indemnify the Owner against any claims arising due to damage or injury caused by the Bull in the Lease period unless they are due to the negligence on the part of the Owner. More specifically, the Borrower will indemnify the Owner against any claims arising in law, tort or other during the Lease period.

In witness whereof, the parties have caused this Contract to be executed in their respective names by their respective officers thereto duly authorised.

SIGNED by YOUR NAME (Owner): SIGNED by THEIR NAME (Borrower):

Signature ………………………………………… Signature …………………………………………

Address ………………………………………… … Address ……………………………………………

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