4-H Animal Leasing Guidelines

One purpose of 4-H livestock projects is to teach young people how to feed, fit, show, and care for their 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 have an actual animal for their 4-H livestock project. One option to help youth is to lease an animal from another individual.

What Is The Purpose Of Leasing An Animal As A 4-H Project?

- A lease program is appropriate in the 4-H program when one or more of the following conditions exists:
  - Youth does not have the financial ability to purchase an animal.
  - Youth has an animal but it is unable to be used (lameness, pregnancy, too young, etc).
  - Youth has an animal but it is the wrong type for the educational experience the youth wishes to obtain.

What Are Expectations Of The Animal Owner?

- An individual (lessor) who leases an animal must be willing to:
  - Relinquish all rights to train, handle, and care for the animal in order for the youth to complete the requirements of a 4-H livestock project. Potential owners should not lease livestock they want to show on a regular basis during the term of the lease.
  - Not take the animal back prior to the end of the lease unless the youth agrees to return the animal.
  - Have the youth (or parent/legal guardian) sign whatever agreements they decide upon in regard to care of the animal.
  - Allow the youth to transport and show the animal in 4-H, open, or breed shows.

What Are Expectations Of The 4-H Participant?

- An individual (youth) who leases an animal as a 4-H project:
  - Is to be responsible for the care of the animal in whatever manner is mutually agreeable to both the owner (lessor) and youth (lessee).
  - As a part of the educational experience of leasing an animal, to work in consultation with the owner (lessor) to develop a lease agreement on the animal selected for the Ohio 4-H program (see attached suggestions for developing a lease agreement).
  - Prior to any deadline date established by your local County Extension Office, to submit to the local County Extension Office a completed copy of the lease agreement for verification purposes ONLY.
What Should Be Included In A Lease?

Every lease is unique in the items that must be covered to protect both the owner (lessor) and the youth (lessee). A lease should be drawn and signed by the owner and the youth to ensure adequate care of the animal, protect the investment of the lessor, and to detail the responsibility of the youth regarding caring for the animal. It is wise to have a written lease agreement any time you are using someone else's animal, even if the owner is a family member. A lease can assist in preventing misunderstandings and unhappiness between the animal's owner and youth leasing the animal.

It is suggested the following issues, but not limited to these, be addressed in a lease:

- Identification of the animal (name, registration number if registered); the name, address, and phone number of the youth (lessee) leasing the animal; the name of parent/guardian if the youth is under 18 years of age; the name, address, and phone number of the owner (lessor).

- Who is responsible in case of injury or death to the animal. Who pays veterinarian bills, and what would be the maximum amount you are expected to pay in veterinarian costs if injury costs are your (lessee's) responsibility. In addition, if the animal is injured and unusable, who has to nurse the animal back to health? An owner (lessor) may require you to take out insurance on the animal with the owner as the beneficiary to cover possible loss due to the death of the animal.

- Where the animal will be housed and who is responsible for the daily care of the animal; any feed, health care (i.e. deworming, vaccinations, etc), general care, and/or special housing requirements made by the owner.

- The purpose(s) for which the animal will be used, and that it can be transported at the youth's discretion to shows.

- Any limitations that would be placed on the owner's use of the animal. Rules are in place that do not allow a leased animal being used as a 4-H project to be shown by any other individual during the duration of the 4-H project. Failure to follow this rule will result in disqualification.

- A statement on the time period covered by the lease and under what conditions and time frame the lease can be discontinued.

- The owner should have a statement included relieving them of liability in cases of property damage, injury to the youth, or injury to a third party while the animal is under the lessee's supervision.

- A place for signatures for the owner (lessor) and the youth (lessee) with a line for parent/guardian if the youth is under 18 years of age.

The above mentioned issues are only suggestions, and we cannot advise you as to specific terms or wording in a lease agreement. You may even want to consult an attorney.