

Sample Grazing or Yard Rental Agreement

The agreement below is a guide as to the type of agreement which would be recommended to be made between a yard or land proprietor and a tenant wishing to sole rent either a stable yard or grazing land for private or commercial use.

This is a guide only and the agreement should be edited to reflect the specific services, facilities, financial agreements and any conditions as agreed between the tenant and proprietor to protect the property and those who use it during the period of the agreement. This template can have elements added or removed as appropriate to make the agreement as concise or simple as required.

The items highlighted in bold indicate common areas to be personalised. When amended and completed with your own particulars and signed by both parties (and ideally a witness too) it will form a legally binding agreement. Both the horse owner and yard proprietor should retain a signed copy of the agreement. It is also recommended that up to date photographs of the property, and survey maps outlining the plot, are retained by both parties at the start of the agreement for future reference.

The AGREEMENT

This agreement is made on the ***(Insert Date)*** between the parties ***(Insert Proprietors Name & Address)*** (hereafter referred to as the PROPRIETOR) and ***(Insert Tenant Name and Yard Address)*** (hereafter referred to as the TENANT).

(1) This agreement relates to rental of ***(insert address of rental property/ land)*** which comprises of the following ***(Insert brief description - e.g. Stable block of 4 external timber stables, 3.5 acres of fenced paddocks and hardstanding for up to 4 vehicles)*** (hereafter referred to as the PROPERTY.)

(2) The PROPERTY is to be leased to the TENANT for the agreed sum of ***(Insert sum in £)*** per calendar month. This is payable by the TENANT to the PROPRIETOR one month in advance by the first of every month ***(Or Amend payment details as appropriate)***.

(3) The rental period will start on ***(Insert Date)*** and continue for a period of 12 Months ***(Or Amend as appropriate for fixed term or rolling agreements)***. Upon expiration of this period, both the PROPRIETOR and the TENANT reserve the right to terminate, continue or review the agreement.

(4) In addition, the PROPRIETOR requests that a security fee of ***(Insert sum in £)*** be paid upon acceptance of this rental agreement. This is as a damage waiver to cover any shortfall in rent, failure of notice period or in the event of damage to the PROPRIETORS land or property by the TENANT or those using the property by permission of the tenant. Without issue during the agreement period, the security fee shall be returned in full upon termination of this Agreement. ***(Or Amend payment details as appropriate)***.

(5) The TENANT agrees that the PROPERTY shall be used within the normal limitations of such a facility for equine use. The TENANT also agrees that the PROPERTY shall be only used for private use by the TENANT, and not to be used in any way for hire or reward by means of sub-letting any element of the PROPERTY. The TENANT must not use the Grazing Land for any purpose or in any manner that is illegal or would cause loss, damage, injury, nuisance or inconvenience to the PROPRIETOR, any other tenants of the PROPRIETOR or any other owner or occupier of any neighbouring property, and must not do anything to or on the PROPERTY that may invalidate, in whole or in part, any insurance effected by the PROPRIETOR in respect of the PROPERTY. ***(Or Amend as appropriate if sub-letting or***

commercial use is allowed and outlining the basis of the property use i.e. facility hire, use of arena for lessons, sub-letting livery spaces, sub-letting grazing or part of)

(6) If the TENANT wishes to terminate the rental agreement at any time they will inform the PROPRIETOR in writing, no less than one full calendar months' notice **(or Amend as appropriate)** before they wish to terminate the contract. The TENANT may leave the PROPERTY during this time, but a full period of notice must be paid in full as per the agreed rental fees and the TENANT forfeits all rights and privileges associated with this agreement upon departure of the TENANT from the PROPERTY unless agreed otherwise.

(7) If the PROPRIETOR wishes to terminate the rental agreement they will inform the TENANT in writing, no less than three full calendar months' notice **(or Amend as appropriate)** before they wish to terminate the contract. In extreme circumstances, which must be justifiable, the PROPRIETOR may give immediate notice to the TENANT.

(8) The TENANT agrees to employ best management practices whilst undertaking use of the PROPERTY. Under the terms of the rental, responsibility and agreement of the following lies solely with the TENANT. (Amend the below suggestions as appropriate for the rental agreement)

- To undertake maintenance of fencing, including gates, in order to retain stock-proof enclosures suitable for the permitted use of equines,
- To undertake suitable maintenance of grazing land, including regular muck removal, and to keep the Grazing Land clean, tidy and clear of rubbish,
- To ensure proper management of stock levels to ensure the land is not over-grazed or made unsuitable for the purpose of grazing stock at any point in the future,
- To undertake maintenance of stables, buildings and all associated fixtures,
- To carry out due diligence to ensure all animals introduced to the PROPERTY are free from infectious disease,
- Full supervision of all persons and equines at the property shall be guaranteed by the TENANT or their employees,
- To ensure any visiting professionals (freelance grooms, farriers, etc) hold their own insurance suitable for their activities carried out at the PROPERTY,
- To ensure all basic Health & Safety recommendations are followed in order to prevent the likelihood of damage, fire or any other preventative occurrences at the PROPERTY,
- Grazing land shall not be used for the training or exercising of horses and unless for maintenance purposes, vehicular access is only permitted on the hard-standing areas
- The TENANT must not add any permanent fixtures, fittings or alter any part of the PROPERTY without consultation and agreement from the PROPRIETOR
- No poisons, chemicals or other hazardous waste shall be deposited upon the grazing land or water courses at the PROPERTY

(9) Under the terms of the rental, responsibility of the following lies solely with the PROPRIETOR. **(Amend the below as appropriate for the rental agreement)**

- To provide unrestricted access to the PROPERTY for the duration of this agreement,
- Provision of electricity to the site
- Provision of water to the site
- Removal of the muck heap on a monthly basis

(10) With regards to the utilities provided at the PROPERTY, the TENANT agrees that the PROPRIETOR oversees the provision, but that the property has its own meter and therefore the TENANT is responsible for reimbursing the PROPRIETOR for any associated costs upon receipt of an itemised bill from the relevant utility company **(Or Amend as appropriate for fixed agreed amounts for utilities, or delete if included within the rental sum)**

(11) In the event that rental fees go unpaid for more than three months **(or Amend as appropriate)** after monies are first due the PROPRIETOR reserves the right to begin legal proceedings to evict the TENANT and to recoup unpaid rent and associated costs as necessary.

(12) It is the responsibility of the TENANT to ensure that all horses and persons on the PROPERTY are suitably insured through their own third-party insurance **(or Amend as appropriate)**. A copy of this insurance document shall be requested and retained by the PROPRIETOR.

(13) If the PROPERTY is to be used for commercial purposes, the PROPRIETOR reserves the right to request that the TENANT hold the relevant business insurance and business registration and proof of this may be requested by the PROPRIETOR at any time. It is the responsibility of the TENANT to declare the income of any commercial activities which are in no way related to the PROPRIETOR.

(14) In the event that the TENANT causes any damage to premises, fixtures or items owned by the PROPRIETOR without any reasonable cause, or fails to maintain the PROPERTY as laid out above, the PROPRIETOR reserves the right to pass any reparation, maintenance or associated costs to the PROPRIETOR or to retain this from the security fee upon termination of this contract. However, the PROPRIETOR agrees that extenuating circumstances, such as weather conditions or circumstances beyond control of the TENANT must be considered upon request. ***(Insert/ amend as required to reflect terms of agreement)***

(15) The PROPRIETOR reserves the right to review rental fees within reason, and as deemed appropriate, by giving a minimum of 30-days' notice ***(or Amend as appropriate)*** to the TENANT in writing. In the event of amendments or increases to the rental, a new version of this agreement should be agreed between PROPRIETOR and TENANT, or this one amended as necessary and signed and dated by both parties.

(16) Two copies of this agreement shall be copied, one to be retained by the PROPRIETOR and the other by the TENANT. No changes may be made to the terms of this agreement unless made by prior written agreement between the PROPRIETOR and TENANT.

(17) This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both parties.

(18) All clauses, sub-clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.

(19) This agreement, and the rights set out in it must not be assigned or novated by either party.

(20) The parties agree that the terms of this agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

(21) This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

(22) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Signed

..... ***(THE HORSE OWNER'S NAME AND DATE PRINTED HERE)***

..... ***(THE PROPRIETOR'S NAME AND DATE PRINTED HERE)***

Witness ***(recommended- insert details of impartial witness)***

Name:

Address:
.....

..... ***(THE WITNESSES NAME AND DATE PRINTED HERE)***

Attachments may include:

- Plan of land
- Photographs of Land/ Building / Fixtures
- Proof of insurance
- Other documents as mutually agreed

IMPORTANT

This information as provided above is intended to provide guidance and areas for consideration for those intending to enter into such arrangements. Anyone proposing to enter into such a written agreement should take consideration and their own legal advice as to their particular circumstances.

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