

STEBEN COUNTY 4-H PROGRAM
4-H LIVESTOCK LEASE AGREEMENT

4-H Project Year October 1, _____ to September 30, _____

(Lease agreement period not to exceed one 4-H project year)

This certifies that 4-H member _____
Name of member

And owner of the animal(s) _____
Name of owner

Have made the following agreement involving the following animal/s:

Species	Name of Animal	Breed	Sex	ID number	Registration Or tattoo #	Date of Birth or age

The above named animal/s is leased to the 4-H member for the period beginning ___/___/___ and terminating on ___/___/___ . All arrangements for feeding, housing, veterinary care, daily care, insurance, showing, and breeding of the leased animals are to be mutually agreed upon by the owner and the 4-H member. The agreement responsibilities of the 4-H member and the owner are listed on the opposite side of this document.

One copy of this agreement is to be filed with the County Extension Educator, one is to remain with the owner, one to the 4-H club leader, and the original should remain with the 4-H member. Lease forms should be filed at the beginning of the 4-H project, additional dates effect whether the leased animal/s is eligible to be shown.

I have read the entire lease agreement; fully understand it and I agree to be legally bound by it.

Witnesses

4-H Member

Owner

Parent/Guardian

4-H Club Leader

4-H LIVESTOCK LEASING PROGRAM

Objectives

- To develop character, knowledge and a sense of responsibility in 4-H youth
- To provide opportunity for all youth to participate in 4-H livestock projects
- To maintain or increase the number of youth participating in 4-H livestock projects
- To enhance the values of agriculture in our communities
- To enhance awareness of and participation in 4-H

Rules

1. The leasing program pertains to dairy and beef feeder steers.
2. The 4-H leasing program is open to all 4-H members in good standing. To be a member in good standing a youth must be currently enrolled in the Steuben County 4-H Program. He/she should also attend their club meetings, keep a written record of their project, and participate in club community service activities.
3. The owner will jointly determine with the 4-H member specific responsibilities to be carried out by the 4-H member. The responsibilities will be recorded on the lease agreement and will include such items as:
 - a. The 4-H member's duties and responsibilities while working with the animal at the home/farm
 - b. A working schedule for carrying out the specified duties
 - c. Any assistance the owner will provide to the 4-H member
 - d. Other items as listed on the contract form
4. The leased animal will be housed and maintained at a mutually agreed upon location to be stated on the lease agreement.
5. The title of ownership will remain in the name of the owner.
6. The 4-H member will have exclusive use of and the right to exhibit the leased animal during the period of the lease agreement.
7. The owner of the leased animal/s agrees not to hold the 4-H member or volunteer liable for any financial loss from injury or death to the leased animal/s unless otherwise stated in the lease agreement. The owner of the leased animals also agrees not to hold Cornell Cooperative Extension or its employees liable for any financial loss from injury or death to the leased animals.
8. The owner is not responsible for financial liability from any injury that the 4-H member may incur while working with the leased animal.

9. The 4-H member is responsible for all expenses incurred in exhibiting the animal, such as veterinarian, transportation, etc. The 4-H member shall keep any premiums or awards won while exhibiting the animal during the duration of the lease agreement. The 4-H member is responsible for completing a 4-H Feeder Steer Record at the end of the project, which is due to the CCE Office no later than September 13, 2010 at 4:30 p.m.
10. The lease agreement must be signed and filed at the County Extension Office no later than 4:30 p.m. on June 14, 2010. The lease agreement shall remain in effect until September 30th. Leasing agreements must be resubmitted each project year. The lease agreement may be terminated prior to the end of the project year for reasons such as:
 - a. Failure of the 4-H member or owner to carry out responsibilities as outlined in the lease agreement.
11. 4-H members (8 through 18 years old as of January 1st of the current 4-H year are strongly encouraged to show their leased animals. 4-H members wishing to show their leased animals must have their lease agreement on file at the 4-H Office at least thirty days prior to any fair, but no later than the following deadline: **June 14th - Feeder Steers.**
12. If a leased animal dies or has a disabling injury, the 4-H member must submit a new lease agreement if they wish to replace that animal. Eligibility for showing the replacement animal will be dependent upon when the new lease is filed. The filing date of the lease for the replacement animal must meet the appropriate deadlines in order for the replacement animal to be eligible to shown.
13. An option to purchase the leased animal/s by the 4-H member may be included under the lease agreement responsibilities if both the owner and 4-H member agree to this condition.
14. To be valid, the lease agreement must be signed by the owner, the 4-H member, a parent or guardian, the member's 4-H club leader and be on file at the local 4-H Extension Office.
16. Indemnification Agreement: (Signing the Lease Agreement, page 1, means you are willing to be bound by the release and hold harmless agreement below. This includes 4-H participants, their parents, 4-H volunteers and animal owners.)

I understand that there is an element of unpredictability involved in animal behavior that cannot always be controlled by the 4-H volunteer leader(s) or staff. The following is a non-inclusive description and examples of possible specific, significant, non-obvious dangers and risks associated with this activity:

- Animal or participant contracting an illness at an event;
- Animal or participant causing or suffering an injury during an event;
- Injuries suffered to participants or animals during transport to and from an event;
- Injuries incurred by one animal to another animal at the event.

I understand that each participant and his/her parent(s) or legal guardian(s) if under the age of 18 years, will be solely responsible for any loss, injury or damage to any animal or participant occasioned by my child's actions, or for loss, injury or damage done by or arising from any animal exhibited by him/her as included in the separate lease agreement with the animal's owner. I also understand that the University does not require me as an owner, or my child to participate in this activity, but I want to do so / to have her/him to do so, with the assistance of a screened 4-H volunteer leader(s) or staff despite the possible dangers and risks and despite this Release.

I therefore agree, in consideration of and return for the services, facilities, and other assistance provided to my child and myself by Cornell Cooperative Extension in this activity, to RELEASE Cornell Cooperative Extension (and its Board of Trustees, officers, employees, and agents) from any and all liability, claims and actions that may arise from injury or harm to my animal / property or to my child, from my child's death or from damage to my property in connection with my consent or participation in this activity. I understand that this RELEASE covers liability, claims and actions caused entirely or in part by any acts or failures to act of the Cornell Cooperative Extension (or its Trustees, employees, or agents), including but not limited to negligence, mistake, or failure to supervise by the University.

I recognize that signing this Lease Form means I am giving up, among other things, rights to sue Cornell Cooperative Extension, its Trustees, employees, and agents for injuries, damages, or losses that my child or I may incur. I also understand that this Release binds myself and my child, and my child's heirs, executors, administrators, and assigns.