

MANAGERIAL PROJECT CONTRACT

This contract is made between _____ (Horse Owner) and _____ (Managerial Horse Project Member) for the project year _____ to outline the rights and responsibilities of each party under the Waushara County 4-H Horse Project. The purpose is to help everyone understand their role in making this opportunity safe and successful for all involved.

PURPOSE: The purpose of the managerial projects is to make available to Horse Project Members horses which they do not own for the purpose of the project. A managerial animal is defined by the Wisconsin State 4-H Horse Association as one that is "under the care of, but not owned by, the exhibitor." The member is expected to assume responsibility for the animal's care and well-being during the project year.

Rights and Responsibilities of the Horse Owner

1. The horse owner may interview and request interaction of the member with the horse to determine if they are suitable for each other.
2. The horse owner may require a lease agreement or other contract outside of this one for use and care of the horse. If so, the outside contract controls with regard to use and care of the horse. However, this contract controls with regard to participation with the horse in 4-H project activities. It is the responsibility of the 4-H member to make sure that he or she is compliant with this contract.
3. If upon evaluation of the member's abilities, the horse owner does not feel that the member is able to handle the horse in a safe manner, the owner may deny the member the opportunity to use the horse in any public exhibition or activity, including the County Fair.
4. The horse owner may terminate the contract at any time if the terms of the agreement are not met.

Rights and Responsibilities of the Member

1. The member is responsible for initiating contact with the horse owner to establish a schedule to meet, discuss arrangements for participating in clinics (i.e., horse camp) or public exhibition (i.e. County Fair).
2. This agreement is for the project year stated, and is not automatically renewable. The member is responsible for finding a horse to work with each project year if desired.
3. The member shall follow all rules established by the horse owner for the use of the horse. If there is a separate contract or lease, a copy should be attached to this agreement.
4. The member is responsible for an agreed upon portion of the costs of horse care and tack during the contract period. This should include a predetermined amount of hay, grain, bedding, veterinary, farrier and transportation costs. The Waushara County 4-H Horse Association recommends the member be responsible for ½ costs. (Attach a copy of the cost agreement or details on back). If a specific cost is due to an activity by the member, the horse owner has the right to expect the member to assume full financial responsibility for that cost.
5. The member may terminate the contract at any time if the terms of the agreement are not met.

Requirements of the Program

1. Between February 1 and August 25 of the project year, the member should have responsibility for the care of the horse.
2. The member shall complete the a Project Record Sheet for the horse project and include in their member's record book.
3. It is NOT necessary for the member to exhibit the horse in the County Fair for successful completion of the program.

Dated this _____ day of _____

Horse Project Member Signature

Horse Owner Signature

Member's Parent or Guardian Signature

See Other Side For More Important Information

FACTS ABOUT THE PROJECT

HORSE NAME: _____

BREED: _____ AGE OF HORSE _____

WHERE WILL HORSE BE KEPT: _____

MONTHLY BOARDING OR OTHER CHARGE: _____

RESPONSIBILITY FOR (circle who is the responsible party):

•Veterinary Care	Owner	Member	•Farrier Care	Owner	Member
•Feed	Owner	Member	•Bedding	Owner	Member
•Shelter Daily Care	Owner	Member	•Transportation	Owner	Member

OTHER TERMS OF OUR AGREEMENT: _____

IMPORTANT LIABILITY NOTICE

All parties should remember that horses are large animals, and the care and riding of horses is considered by Wisconsin Law to be inherently dangerous. Horse owners are making their animals available for use without profit for the benefit of 4-H members interested in horses. The Wisconsin Recreational Activities Law (Sec. 895.52 Wis. Stats.) applies to activities conducted under this agreement:

895.52 Recreational Activities; limitation of property owner's liability

(1) Definitions. In this section:

...(b) "Injury" means an injury to a person or to property.

...(c) "Private property owner" means any owner other than a government body or nonprofit organizations, that owns, leases or occupies property.

...(f) "Property" means real property and buildings, structures and improvements thereon, and the waters of the state...

...(g) "Recreational activity" means any outdoor activity, undertaken for the purpose of exercise, relaxation or pleasure, including practice or instruction in any such activity..[It] includes...horseback riding...animal training.

(2)No duty; immunity from liability. (A) Except as provided in subs (3) to (6), no owner and no officer, employee or agent of an owner owes to any person who enters the owner's property to engage in a recreational activity:

1. A duty to keep the property safe for recreational activities.
2. A duty to inspect the property, except as provided under s.23.115(2).
3. A duty to give warning of an unsafe condition, use or activity on the property.

(b) Except as provided in subs (3) to (6), no owner...is liable for any injury to, or any injury caused by a person engaging in a recreational activity on the owner's property...

This is a summary of the applicable statutory sections of this law.

Anyone wishing a more complete understanding of the provisions of this law should consult an attorney.