

**MEMORANDUM OF AGREEMENT  
ENTERED INTO BY AND BETWEEN**

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ID Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
(hereinafter referred to as the "User")

AND

Pamela Botha  
ID Number: 6307120127082  
Address: 59 Douglas Road, Glen Austin, Midrand  
(hereinafter referred to as the "Owner")

**WHEREAS** the Owner is the legal and beneficial owner of the HORSE as detailed in Annexure "A" hereto (hereinafter referred to as the "HORSE");

**AND WHEREAS** the OWNER wishes to Half bait the HORSE to the USER;

**AND WHEREAS** the USER wishes to accept the OWNER's offer on certain terms and conditions as set out herein;

**AND WHEREAS** the parties have reached agreement governing the use of the HORSE and wish to reduce the agreement to writing;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS :**

**1. HALF BAIT**

The OWNER hereby leases the HORSE to the USER for her use and enjoyment, subject to the conditions contained herein;

**2. DURATION**

This agreement shall come into operation on the \_\_\_\_\_ subject to payment being received in respect of the first month stabling and anticipated costs as set out by the OWNER.

The agreement shall continue indefinitely until one month's notice is given by either party or the agreement is cancelled in terms of the breach provisions of this agreement.

### 3. RISK, FEES and EXPENSES

- 3.1 The lease price payable in respect of the HORSE is R2000.00 payable monthly, in advance by EFT by no later than the 1st of the month.
- 3.2 The monthly lease period is from 1<sup>st</sup> day of the month to the last day of the month.
- 3.3 The lease fee will increase by 10% on 26 December of every year in accordance with rising costs.
- 3.4 The lease fee is inclusive of all costs for the upkeep and health of the horse ie: the USER is not liable for any further costs relating to vet care, farrier, etc.

The USER shall be responsible for the full costs of:

- 3.4.1 Cost of GHS registration should the USER require the HORSE to be registered;
- 3.4.2 Cost of all show entries and associated costs;
- 3.4.3 Cost of lessons and training.

3.5 The USER shall only be entitled to use the HORSE for the following purposes:

- 3.5.1 Dressage
- 3.5.2 Outride
- 3.5.3 Jumping
- 3.5.4 It is explicitly noted that no other rider shall be allowed to ride the HORSE except the USER under this agreement.

3.6 The USER shall be entitled to use the HORSE on the following days:

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It is hereby noted that the OWNER has half baited the HORSE to Glen Austin Stables for use as a school horse which forms the balance of the upkeep costs of the HORSE. It is hereby agreed that the HORSE will not be used by Glen Austin Stables for more than 1 lesson on the days that the USER under this agreement is entitled to usage.

- 3.7 The USER shall make use of the tack provided and shall not use any other tack on the HORSE unless with the prior agreement of the OWNER.
- 3.8 All risk in and rights to the HORSE shall remain with the OWNER.
- 3.9 In the event that the horse shall die of natural causes while the subject of this agreement, neither party shall have any claim against the other. In the event that the HORSE should die as a result of injuries suffered while under the control of the USER, The OWNER shall have no claim against the USER except in the instance of gross negligence or intent, in which case the claim will be limited to the reasonable cost of the HORSE and shall not include any consequential damages.
- 3.10 The HORSE may not be moved off the property of the OWNER without the OWNER's prior permission.
- 3.11 The OWNER makes no representations and gives no warranties or guarantees as to the medical condition or capabilities of the HORSE, other than as recorded in this agreement. The onus is on the USER to satisfy him/her self as to the condition of the HORSE and its ability.

**4. BREACH**

In the event of the OWNER or USER breaching any of the terms of this agreement, and remaining in default for 10 business days after having received written notice requiring it to rectify the breach then and in such event and in addition and not in substitution for any other claims or rights of action which the aggrieved party may have in the circumstances the aggrieved party shall have the right, but shall not be obliged:

4.1 forthwith to cancel the agreement

4.2 to vary the agreement;

4.3 to claim from the defaulting party all damages, direct or indirect which the aggrieved party may sustain whether or not the sale agreement is cancelled.

4.4 In the event that the USER is in default with the payment obligations, the OWNER may bar the USER from using the HORSE.

**5. DOMICILIUM**

The parties choose their respective "domicilium et executandi" for all purposes under this agreement, including for the purpose of serving notices or legal processes in connection with or arising from this agreement, or the cancellation thereof, the following address:

(a) OWNER : 59 Douglas Road, Glen Austin, Midrand

(b) USER :

**6. JURISDICTION**

The parties hereto consent to the jurisdiction of the Magistrate's Court irrespective of the quantum involved in any action that may arise from this agreement.

**7. WHOLE AGREEMENT**

This agreement constitutes the whole agreement between the parties and no alterations hereto or variations hereof shall be legal and binding unless such alterations and/or variations have been reduced to writing and signed by both parties;

**8. RELAXATION**

No relaxation or indulgence which may be allowed by any party at any time in regard to the other parties' performance of any such parties' obligations of this agreement shall be construed as a waiver of or prejudice the rights of the other party.

SIGNED AT Glen Austin ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ BEFORE THE UNDERSIGNED WITNESS:

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
USER

AS WITNESS: \_\_\_\_\_

**ANNEXURE A**

**Description of the Horse**

**NAME:  
Description  
Size  
Age**

**Description of the Tack**

**Record of where horse is stabled**

**Glen Austin Stables  
59 Douglas Road  
Glen Austin  
GAUTENG**