



THIS RETURN OF LEASE IS MERELY AN ADVICE TO THE ARABIAN HORSE SOCIETY OF AUSTRALIA LIMITED, AND DOES NOT CONSTITUTE OR TAKE THE PLACE OF A LEASE WHICH MUST BE ENTERED INTO BETWEEN THE PARTIES INVOLVED. THE AIM OF THIS RETURN IS TO ADVISE THE SOCIETY'S REGISTRY THAT A LEASE OF A HORSE HAS OCCURRED, SO THAT THE REGISTRY CAN KEEP A RECORD OF THE LEASE DETAILS AND BE ADVISED CLEARLY WHO WILL BE ABLE TO REGISTER FOALS BORN AS A CONSEQUENCE OF THE LEASE ARRANGEMENTS. THE REGISTRY IS ALSO MADE AWARE OF WHO IS TO SUBMIT SERVICE CERTIFICATES, COVERING DECLARATIONS AND MARE RETURNS.

## Notes on Returns of Leases

(EFFECTIVE 01.07.02)

### 1. FEES: THE FOLLOWING FEES MUST ACCOMPANY THIS RETURN

	Member	Non Member
<b>PUREBRED COLTS/STALLIONS &amp; FILLIES/MARES &amp; ARABIAN BRED STALLIONS</b>		
Lodged within 60 days of transaction	\$50	
Lodged after 60 days	\$70	
<b>PARTBRED ARABIANS, ANGLO ARABIANS, ARABIAN PONIES, ARABIAN WARBLOODS, FILLIES/MARES &amp; GELDINGS - All Categories</b>		
Lodged within 60 days of transaction	\$25	\$40
Lodged after 60 days	\$35	\$60

### 2. TO COMPLETE THIS RETURN CORRECTLY

#### a) DETAILS OF HORSE LEASED

- Enter in the horse's name and registered number.
- Tick the correct box for category of horse and sex.
- Refer to notes below on paragraphs which apply to mares and stallions (Section No.5)

#### b) PERIOD OF LEASE - LEASE PERIOD NOT TO EXCEED 5 YEARS

- Enter the first and last days of the lease period.
- Enter the length of time as a double check and cross out the time periods **that do not apply**.

#### c) LEASED BY (This section relates to the owners of the Horse i.e. lessor)

- Print or type the full names and addresses and Society membership numbers of all persons who comprise the owners of the horse.
- Refer to the notes below on membership requirements (Section No.4)

#### d) LEASED TO (This section relates to the person(s) who receives the horse)

- Print or type the full names and addresses and Society membership numbers of all persons who comprise the lessee of the horse.
- Refer to the notes below on membership requirements (Section No.4)

### 3. MEMBERSHIP REQUIREMENTS

- If the horse leased is a Pure Bred Arabian Mare or Stallion or derivative stallion, then it is a requirement of the Society's Regulations that both the owner (i.e. lessor) and the lessee must be current financial members of the Arabian Horse Society of Australia Limited. If this is not the case for either the owner or lessee, then application(s) for membership must be submitted with the correct fee before the Lease Return can be accepted (These forms are available from the Society's Office).
- Such membership must be kept current and financial during the period of the lease.
- Membership of the Society is not a requirement if the horse leased is a gelding of any category, or if it is a Part Bred Arabian, Anglo Arabian, Arabian Pony or Arabian Warmblood. However, to obtain the member scale of fees on Returns of Leases, either the lessor or lessee must be a current financial member of the Society.
- If you are not a member of the Society, and wish to obtain the benefits of the member scale of fees on transactions, you will be required to lodge an application for membership together with the required fee either before or at the same time you lodge documents attracting a Registry fee.

### 4. IF HORSE LEASED IS A MARE

- Cross out the paragraph relating to Stallions.
- Cross out the words **which do not apply** in the paragraph relating to mares. Be very careful in doing this. If you fail to cross out any of the alternative words, the return will be sent back for proper completion and penalty fees will be levied to cover the postage and re-processing costs involved.
- If an arrangement other than provided for in the paragraph, is entered into between the lessor and lessee then -
  - The whole paragraph must be crossed out and an addendum to the lease return stating the arrangements must be attached.

- The addendum must refer in clear terms to the lease and return of lease and be signed by both lessor and lessee and witnessed.

- In such a case you should consider seeking legal advice on preparing such an addendum.

### d) OBLIGATION TO SUBMIT PUREBRED BROOD MARE RETURNS

The obligation will be assessed by the Registrar of the Society and both parties will be advised, once the Return of Lease has been accepted and processed.

### 5. IF HORSE LEASED IS A STALLION

- Cross out the paragraph relating to Mares.
- Cross out the words which do not apply in the paragraph relating to Stallions. Be very careful in doing this. If you fail to cross out any of the alternative words or cross them all out, the return will be sent back of proper completion and penalty fees will be levied to cover the postage and re-processing costs involved.

### 6. IF HORSE LEASED IS A GELDING.

Cross out both the mare and stallion paragraphs.

### 7. CERTIFICATE OF REGISTRATION

- The horse's certificate of registration must accompany the return.** If it does not, all papers will be sent back and penalty fees will be levied.
- Once the return is accepted and processed by the Society, the less or and lessee will each receive a photocopy of the registration certificates which will bear the lease expiry date.
- At the termination of the lease, the original certificate will be returned to the owners.

### 8. EARLY TERMINATION OF LEASE

If the lease is terminated before the quoted expiry date, then the Society requires that **both the lessor and lessee** advise the Society in writing. It will not be sufficient for just one party to advise the Society.

### 9. DISPUTES BETWEEN LESSOR AND LESSEE

**At no time will the Society enter into any dispute that may arise between the parties.**

### 10. RENEWAL OF LEASE

- If the parties continue the lease beyond the specified expiry date, the Society will record the new expiry date without a fee being required **provided that:-** a fully completed additional Return of Lease form, clearly marked "**RENEWAL**" is lodged with and received by the Society no less than 10 days **before** the specified expiry date of the lease.
- If a lease is renewed and the Society has not received a Renewal Return of Lease before the expiry date and has sent back to the owner the horse's certificate of registration, then any subsequent renewal will be treated as a fresh Return of Lease and the full fees applicable will be payable on lodgement.

### 11. AUTHORITIES TO SIGN

The Society endeavours to protect the interests of all parties involved in horse leasing and breeding. Thus where the lessor or lessee consists of more than one person, then all persons as lessor and/or all persons as lessee (whichever the case may be) must sign the Return of Lease, unless a form of authority (obtainable from the Society's office) has been lodged with the Society to enable one person to sign (either or alternatively) on behalf of the party consisting of more than one person.

### 12. REGULATIONS

There are many requirements to be met with the aim of protecting, as far as possible, the interests of all involved with Arabian Horses. These requirements are embodied in the Society's regulations. Copies of these regulations are available free of charge from the Society's office.