

The Gun Dog School of Missouri, L.L.C.

Gun Dog Lease Agreement

THIS LEASE AGREEMENT (“Agreement”) is made this ____ day of _____, 20____, by and between **The Gun Dog School of Missouri, L.L.C.** (“**Lessor**”), a Missouri limited liability company located at 17825 County Road 290, Cosby, Missouri 64436, and _____ (“**Lessee**”) located at _____ (address of Lessee), upon the following terms and conditions:

1. **Gun Dog Leased:** Lessor agrees to lease to Lessee the following gun dog:

(Legal Name of Gun Dog)
(Call Name of Gun Dog)
(Owner of Gun Dog)
(I.D. Number)

(“**Gun Dog**”) subject to the terms and conditions contained within this Agreement.

2. **Lease Term:** The lease term is from _____, 20____, to _____, 20____.

3. **Lease Rate:** For the lease of the Gun Dog during the term of this Lease, Lessee shall pay to Lessor _____ DOLLARS (\$_____) to be paid as follows. _____

4. **Deposit:** In addition to the lease rate set forth in ¶ 3 above, prior to the commencement of the lease term, Lessee shall pay to Lessor a Deposit in the amount of _____ DOLLARS (\$_____) (“Deposit”) to be held by Lessor until thirty (30) days after termination of the lease and the return of the Gun Dog to Lessor. The Deposit shall be returned by Lessor to Lessee (without interest) if the Gun Dog is returned to Lessor in a condition satisfactory to Lessor. Lessor shall have the right to withhold from the Deposit any amount that is, in the sole discretion of Lessor, sufficient to compensate Lessor for any damage to the Gun Dog.

5. **Damage or Death Of Gun Dog During Lease Term – Agreed Value:** If, during the term of the lease, any one of the following events occurs:
 - a. the Gun Dog is physically or mentally damaged in a manner that adversely impacts the Gun Dog’s ability to perform at the same level as existed at the time of delivery;

b. the Gun Dog is lost;
c. the Gun Dog (if female) is allowed to become pregnant; or
d. the Gun Dog dies by any reason or cause other than natural causes, then, in addition to Lessor keeping the Deposit referenced in ¶ 4 above, Lessee shall pay to Lessor the total sum of _____ DOLLARS (\$_____) (“Agreed Value”). The Agreed Value is, by agreement of the Lessor and Lessee, deemed to be the value of the Gun Dog. This Agreed-Value shall be paid by Lessee to Lessor regardless of fault or negligence by Lessee in allowing any of the conditions set forth in subparagraphs (a) – (d) above to occur.

6. ***Lessor’s Responsibilities:*** During the lease term, Lessor shall:
- a. Provide the Gun Dog to Lessee in good health and with all necessary immunizations / shots;
 - b. Spend a minimum of ____ hours of training with Lessee at the commencement of the lease in order to train the Lessee on handling the Gun Dog (“Training Period”);
 - c. Be responsible for the routine and regular veterinary needs of the Gun Dog such as vaccinations;
7. ***Lessee’s Responsibilities:*** During the lease term, Lessee shall:
- a. Be solely responsible for all food and nutritional requirements of the Gun Dog. The Gun Dog shall be fed only the food specifically designated and approved by Lessor;
 - b. Be solely responsible to provide adequate shelter for the Gun Dog, including shelter from weather and cold;
 - c. Be solely responsible to provide for all the hydration needs for the Gun Dog;
 - d. Comply with any local licensing requirements (State or local) for the Gun Dog;
 - e. Allow Lessor access to the Gun Dog upon 24 hour notice in order for Lessor to inspect the Gun Dog and/or the Gun Dog’s shelter or other accommodations;
 - f. Not allow the Gun Dog to be used or utilized by any person(s) other than Lessee;
 - g. Not allow the Gun Dog (if female) to become pregnant;
 - h. Be solely responsible for all veterinary bills associated with the Gun Dog arising out of any damage caused to the Gun Dog during the term of the lease;
 - i. Immediately notify Lessor of any concerns or problems with the Gun Dog, including, but not limited to, health, behavioral or other problems;
 - j. Return the Gun Dog, at Lessee’s expense, to Lessor in good and healthy condition and in substantially the same condition as the beginning of the lease term, normal aging excepted;

8. **Acceptance By Lessee:** During the Training Period Lessee is deemed to have had a full and fair opportunity to inspect the Gun Dog and to observe the Gun Dog's behavior and skills. Lessee may, at any time during the course of the Training Period cancel or terminate the lease and upon such cancellation, Lessor shall only be entitled to retain the deposit and to be reimbursed by Lessee for any out-of-pocket expenses incurred by Lessor such as travel, meals and lodging expenses. If Lessee does not cancel or terminate the lease during the Training Period, Lessee shall be deemed to have accepted the Gun Dog and shall be responsible to pay to Lessor the full and complete lease rate, regardless of whether Lessee uses the Gun Dog or returns the Gun Dog prior to the expiration of the lease term.

9. **Indemnification By Lessee To Lessor:** Lessee agrees to fully, wholly and completely indemnify Lessor for all monies, costs and expenses (including attorneys' fees) resulting from any claims, demands, judgments, suits or other actions brought by any third party against Lessor arising out of or related to the Gun Dog's actions during the term of this lease agreement.

10. **Governing Law.** This lease agreement shall be governed by the laws of the State of Missouri.

11. **Entire Agreement.** This lease agreement represents the entire agreement between the Lessor and Lessee. No representations made by either party that are not contained within this written lease agreement are relied upon by either party in entering into this agreement.

LESSOR:

The Gun Dog School of Missouri, LLC

By _____
 Les Simon, Member

 Date

LESSEE:

By _____

 Date

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