

LEASES & TRAINERS:

MORE THAN MEETS THE EYE • BY ARMAND LEONE

Leasing a horse is to accept the responsibilities of temporary ownership. You are buying the horse for a specific period with all the good and bad, hoped for, and unexpected along the way. Like a purchase, the rider lessee's trainer plays an important role in the lease venture, perhaps even a more important role than in a purchase. The experience the rider has during the lease depends on the trainer's skill in finding the right horse to fit the rider's needs. There are immediate needs and reasonable financial constraints. The horse returned to the owner lessor at the end of the lease depends on the trainer's keeping the horse in the proper program and with proper care.

In return for using her expertise to find the right horse, the trainer should receive compensation from the rider lessee and only from the rider lessee unless the rider lessee is advised otherwise. The trainer is paid to find a horse that suits. Just as when acting as a trainer agent in a purchase, the trainer is not a guarantor of horse's performance during the lease. The trainer has a responsibility to work with the rider lessee to achieve a suitable performance with the horse and rider. From that perspective, the trainer's obligations are no more or less than during a sale.

However, the owner lessor has a vested interest in how the horse is managed during the lease. From tack to turn out to after show care, the trainer is the most important factor in the horse's well-being. The physical care depends on the right balance between training, showing, and rest. Because an owner can expect a rider lessee to be only concerned about the short term, she must look to the trainer to watch out for the horse's interests. The horse's interests should never be sacrificed for the rider. The horse should be managed the same way as if it were owned. Unfortunately, that may not occur with a lease. While it's always uncomfortable dealing with a lameness that develops during the lease, the parties should be upfront about it. Both have an interest in healthy horse, it is just the time frames that differ.

The psychological condition of the horse at the end of the lease can depend on the trainer as much as or more than the rider. A horse allowed to develop bad habits, such as stopping or bucking during lead changes, decreases the horse's value and ability to be released or sold. Does the trainer use professional rides between and at shows, if appropriate, to keep the horse performing well? What is the trainer's experience with and reputation in the discipline the horse is competing in? The owner lessor must know the program into which he is entrusting his horse.

Many leases specifically restrict the people who can ride the horse during the term of the lease, which are typically the intended rider, the trainer, and his or her employees or designated agents. The intended division to compete in and the maximum height of fences are often specified. Sometimes even the number of competition days is set forth. Some leases even have the trainer sign. Clearly, a shared responsibility is on the part of the rider and trainer for the care of the horse. Assuming a trainer disagrees with a rider's decision that might violate restrictions in the lease, the trainer can be in a difficult situation. The trainer does not want to be liable for any problem the horse develops. If the trainer knowingly violates restriction on use provisions and injury occurs, liability would be alleged, and only a court could decide.

The trainer's advice to his client and commitment to prudent horse care to the owner both go to the essence of the lease. A prudent owner will not entrust her horse into the hands of an unknown trainer's program. A prudent rider will not lease a horse to compete with if he has no trainer to make the time productive and enjoyable. Leases of



quality horses require that the training and stable management environment that the horse will be placed into are known beforehand. Expectations by the owner allow the trust necessary to temporarily transfer care of the horse to another. Some horses will exceed performance expectations, some will not. Some horses will go lame shortly after starting, some with soundness lease exclusions do not. The proper management and honest communication for a successful lease experience rely on the trainer. If things do not go well, the trainer does not want to be responsible.

Trainers would be advised to remember the dual roles they play when advising a client to lease a horse. They need to fit the rider to the right horse, and they need to treat the horse right by the owner. The trainer has an obligation to act in the sole interest of the rider in determining whether to select a horse. This includes not taking compensation other than from the rider or creating an undisclosed dual agency situation. Once the rider has leased the horse, the trainer must know what restrictions on use exist. Again, it is hard to imagine an owner leasing a higher level competition horse without knowledge of the reputation of the lessee's trainer.

If injury occurred to a horse during a lease and the trainer violated the lease, then liability could attach to the trainer. It is easy to imagine a situation that could easily arise. A trainer is at a show with the owner not arrived yet and needs a horse hacked. He puts an inexperienced or unauthorized rider on the horse for "just a hack," and something happens, injuring the horse and rider. A trainer must get an attorney, whether through insurance or not, and defend herself. Ultimately a court must decide.

Trainers are an important part of the horse leasing process. They provide the guidance to the proposed rider to sign the lease. They provide the assurance to the horse's owner it will be properly cared for. Trainers must exercise their horsemanship skills learned over many years in both tasks. In addition, they need to know about restrictions on use and participate in the restrictions on use provisions put into the lease before the rider lessee signs.

Leasing horses for junior and amateur riders is an important part of a trainer's business. Leasing allows more people to participate in the sport and compete at shows, all of which create both enjoyment for the riders and income for trainers. The trainer's involvement the leasing relationship is pivotal to a successful experience for both the rider and owner. Knowing all of these issues and spelling them all out in an agreed upon lease document is the first important step to a successful partnership between a leased horse and rider. ■ PHOTO © LAURA BROWN.

Have questions or need legal help with your next horse transaction?

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