



IN THIS ISSUE:

- ▶ Avoiding Protracted Litigation After the Sale
- ▶ Get to Know Jessica Choper, Esq.
- ▶ In the Press

TIP OF THE MONTH:

Ensure you have a written boarding contract containing all necessary information.

Written boarding contracts protect both the horse and barn owner. Aside from the financial terms and other conditions of boarding, the contract should document an emergency contact phone number, the emergency vet number and the insurance company insuring the horse. When a problem arises, this information must be readily accessible to those at the farm. The contract should also include authorization for the barn owner to contact the emergency vet and to take necessary actions if the owner or owner's agent is not available when crisis strikes.

KEEP IN TOUCH:

Phone: [\(201\)444-6444](tel:(201)444-6444)

Web: equestriancounsel.com

[Join us on Facebook](#)

[Send us an Email](#)

November 2016

Avoiding Protracted Litigation After the Sale

By Jessica E. Choper, Esq.

Most often, the bill of sale marks the completion of the sales transaction, with the buyer getting the horse anticipated and the seller receiving consideration. The thought of litigation is not the foremost of considerations. But the potential for a buyer feeling duped and the seller feeling vulnerable to suit exists and basic measures could be taken to minimize the risk to both parties.

When dealing with horses anything can go wrong, from an unanticipated injury, exacerbation of a pre-existing condition, development of a new illness, or incompatibility of horse and rider, just to name a few. **Click here** to read the basic guidelines that may help avert a claim of non-disclosure and fraud against a seller, maximize the buyer's knowledge of the horse's health prior to purchase, and ultimately assist in avoiding the incurrence of legal fees if problems materialize.

Meet the Team: Jessica E. Choper, Esq.

While Leone Equestrian Law, LLC bears the name of founding partner Armand Leone, the equestrian law firm would not be complete without attorney Jessica E. Choper.



Choper has been an integral part of the firm since its inception, and she brings more than 25 years of experience to the New Jersey-based equestrian law practice.

Choper graduated from Mount Holyoke College with a bachelor's degree in politics before receiving her law degree from the George Washington University Law School in 1990. A member of the American Association for Justice and the New Jersey State Bar Association, Choper joined Britcher Leone LLC in 2000, and, together with Leone, began Leone Equestrian Law LLC in 2014. As an attorney, Choper offers particular expertise in equestrian matters, medical malpractice, and appellate practice.



A lifelong equestrian, Choper has also competed successfully in both the junior and amateur hunter divisions. Choper is currently a member of the United States Equestrian Federation (USEF), the United States Hunter Jumper Association (USHJA), and the American Hanoverian Society.

Choper currently resides in Pennington, NJ, with her husband, Andrew Friedheim, and their two daughters Chloe, 17, and Margo, 13. Choper continues to ride and compete under the tutelage and training of Amber Harte of Brass Ring Farm, and she enjoys sharing the hobby with both of her daughters.

In the Press

Leasing is an attractive alternative to buying or selling a horse for many riders and owners because of the ability to accommodate a wide range of needs.

As with any form of contract, leases vary in complexity depending on the particular needs of the individuals involved.

Less Risk, MORE REWARD
Get the Most Out of Your NEXT LEASE
BY ARMAND LEONE

Leasing is an attractive alternative to buying or selling a horse for many riders and owners because of the ability to accommodate a wide range of needs. As with any form of contract, leases vary in complexity depending on the particular needs of the individuals involved. These documents can be complex - what is the level of the lease? How much money is involved? How much risk are the lessee and lessor willing to take? These questions and more help to determine how to draft the lease agreement document needs to be. This is important because lease agreements involve risks and rewards between otherwise traditional horse sellers and buyers. This article looks at ways that lessees and lessors can work through some common lease provisions that may otherwise present a pitfall.

TO BUY OR TO LEASE?

Leases effectively increase a purchaser's "netting" power by a factor of 5, 10 or more while reducing risk. Purchasing a top hunter or equitation horse can cost up to \$300,000, which is one possibility for many owners. For those owners whose children are looking to ride for only one or two years before going off to college, if they have to purchase the horse for a last year's price, the horse will then have to be sold at the end. Breed and training costs at the top levels really add another \$15,000 to annual cost, which parents have to carry until the horse is sold. After the child goes to college, the parents are left with little control or input over the sale of the horse, pay ongoing costs and get returned to no equipment cost if the horse is injured, they are left with something little and a horse they cannot sell.

MORE HORSES TO GO AROUND

All horses deal with the basic terms, such as the parties, the horse, the term, the money and insurance coverage, but some situations are not easily captured with standard leases. Because it is difficult to find a perfectly suited, second horse within an acceptable price range, there are two situations that often arise and require special handling: a lessee pay nothing but see "limited" injury and the rider "leave them, don't let" lease.

A rider can lease a horse that will not pay a purchase price because of an old injury if it is otherwise appropriate for the rider and animal. The amount of a reasonable amount is set the same as a horse that rents clean. Horsemen know that many horses are capable of returning to the show ring after rehabilitation from an injury but are not easily sold despite their ability to perform at the highest level because there is a show risk of an injury. Rather than return them to the field, such horses can be wonderful horses for lease provided the risk of an injury is addressed. When the net owner identifies an old injury that is a risk of an injury, the lessee should provide an escape clause for the lease if the horse becomes unable to compete for that season. The lease allows the lessee to return the horse to

Read Armand Leone's article "Less Risk, More Reward" in *The Plaid Horse* to learn more about getting the most out of your next lease.

About Leone Equestrian Law

Leone Equestrian Law LLC provides legal services and consultation for equestrian professionals ranging from riders and trainers to owners and show managers in the FEI disciplines on a wide variety of issues. With a wealth of experience in the equestrian industry, Leone Equestrian Law LLC gives their clients personalized care with the utmost respect for confidentiality. Visit www.equestriancounsel.com to learn more!