



## Leone Equestrian Law LLC

### Protecting Your Horse Out on Lease

The majority of what you can do to protect both you and your horse all relates to having a detailed lease contract signed prior to the start of the lease. Here are a few components of a good lease contract that you may want to consider in direct relation to your question:

**The Trainer** – The most important factor in deciding whether to lease your horse is the stable the horse is going to and the trainer who will be responsible for managing the horse's training and showing program. It is important to learn the qualifications and reputation of the trainer who will be in charge. You should specify in the lease which trainer will be responsible for the horse and that a change in trainer can only occur with your approval in writing.

**Restrictions on use** – This is your opportunity to put into writing anything that you may not want the horse to be used for or that exceeds his abilities and puts him at greater risk for injury. For instance, how high are you comfortable having him jumped? If you prefer he is never jumped over 3'6", put that in the contract. If the horse is only to be used in hunter and equitation classes, put that in.

## 5 WAYS TO PROTECT YOUR HORSE OUT ON LEASE

- 1 THE TRAINER**  
Know the stable the horse is going to and the trainer who will be responsible for managing the horse's program.
- 2 RESTRICTIONS ON USE**  
This is your chance to put in writing anything that you may not want the horse to be used for.
- 3 QUALITY OF CARE**  
A lease contract also provides the opportunity to spell out the standard of care that you expect the horse to receive.
- 4 IN CASE OF INJURY**  
Any good lease contract should include information on what happens should death, injury, or illness occur.
- 5 INSURANCE**  
Insurance requirements must be included in the lease contract.



What about trail rides? Or the number of horse shows per month in which the rider competes the horse? How about riders; are other riders aside from the lessee allowed to ride your gelding? Think of anything that you may not be comfortable with and include mention of it in the lease.

**Quality of care** – The lease contract also provides you with the opportunity to spell out the standard of care that you expect the horse to receive. As an example, if the horse is to be shod every six weeks, this can be mentioned. You can also go into even greater specifics, providing details such as 'the horse should always be ridden in boots;' 'the horse should wear a sheet or blanket any time temperatures reach below 50 degrees Fahrenheit,' etc. This is again your opportunity to put into writing anything that you see pertinent and helpful in ensuring quality care of your animal throughout the lease term.

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### ASK QUESTIONS ABOUT YOUR NEXT LEASE CONTRACT!



### In the News

In a landmark decision, *Juliano and Haymon v. FEI*, the Court of Arbitration for Sport (CAS) recognized that protection of horses' welfare and ensuring a level playing field supported the FEI's imposition of a two-month ban on horses testing positive for banned substances.



Armand Leone shared: "Unlike humans, horses cannot avoid being exposed to banned substances. Horses deserve a period of time to heal if injured or for banned substances to be eliminated from their system for their own safety and for a level playing field to be maintained. While some banned substances may be eliminated in a shorter period of time which might allow earlier return to the ring, it is overly burdensome and impracticable to make individual determinations as to what period of time required to allow the horse to compete safely and fairly. Any potential unfairness that might result from the application of the standard two month suspension is outweighed by the overall interests of the sport to protect the horse and ensure the level playing field."

### From the Archives

"Riding then was a contact sport, and we played for real. The ditches were two feet deep...The banks were big and rough. Mistakes were not forgiven easily and were to be avoided at all costs. It was truly riding at the edge of the envelope. It was physical, and it was real." - Armand Leone

Read more from Armand in 'Where Did The Grit Go?', part two of a three part, October 2017 *The Chronicle Of The Horse* [series here!](#)

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### SUBMIT YOUR OWN LEGAL QUESTION!



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.

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