

# Protecting Your Horse Out on a Lease

By Armand Leone and Jessica Choper

Leasing out your horse can be a beneficial situation to both of you. Perhaps you've gotten busy with your career or your family and you don't have much time to ride, but you don't want to sell your beloved partner. Or maybe your horse has an old injury that would make him unsellable, but he's still fit and sound enough to be ridden. In the right circumstances, a lease situation can give you the chance to make sure your horse stays healthy and happy, while also providing an excellent opportunity for a deserving rider.

Before beginning a lease, take some measures to ensure that the agreement reflects your expectations and protects the safety of your horse. It's always best to plan ahead, to minimize the potential of the lease becoming a source of angst for the owner if things go wrong. A horse could come back from a lease unsound because he was pushed beyond his capabilities, strapping the owner with a huge vet bill from an injury sustained during the lease. Think about potential scenarios now, rather than waiting for problems to arise. Create a detailed lease contract prior to the start of a lease to protect both you and your horse.

## Here are a few components of a lease contract that you might want to consider:

**The Trainer/Stable** – One of the most important factors 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, as well as his daily care. It's essential to learn the qualifications and reputation of the trainer in charge in order to make sure you feel comfortable with the situation. Identify the trainer in the lease agreement and include a clause that a change in trainer may only occur with your approval in writing.



If you have a solid lease contract and great relationship with the lessee's trainer, leasing out your horse can be a beneficial situation.

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**Quality of Care** – The lease contract also provides you with the opportunity to specify the care that you expect the horse to receive. For example, if the horse is to be shod every six weeks, include the timing in the lease. Consider management details such as, "the horse should always be ridden in boots," "the horse should wear a sheet or blanket any time temperatures fall below 50 degrees Fahrenheit," etc. Include anything you deem pertinent and helpful in ensuring quality care of your animal throughout the lease term.

**Restrictions for Use** – Here is your chance to outline any specific activities you may not want the horse to be used for, especially if he's older or has had a past injury. For instance, how high are you comfortable having him jumped? If you prefer that he is never jumped over 3', then include that in the contract. If you want the

horse to be shown only in hunter and equitation classes, include that limitation in the agreement. What about trail rides? Or the number of horse shows per month in which your horse competes? Will you allow other riders, aside from the lessee and the trainer, to ride your horse? Identify in clear and unambiguous language the type of riding situations the lease will allow for and clearly identify uses which will not be permitted.

**In Case of Injury** – Lease contracts should include information on what happens should death, injury or illness occur. While it's not something we like to think about for our horses, these situations do arise, and all parties should be prepared if they do. If the horse goes lame, who's responsible for the vet bills? Will the lessee have the option to return the horse and terminate the lease early if he becomes unsound? In the tragic, but possible, case of a horse's death, what is the responsibility of the lessee? There are many factors to consider in these situations, and it should be discussed before entering into the lease agreement and clearly identified in the language of the lease before the lease is finalized and signed.

**Insurance** – Along those lines, insurance requirements must also be included in the lease contract. If the horse is insured prior to the lease, the contract could state that the lessee must continue to pay for the horse's insurance coverage. However, if the horse is not insured, the contract could require the lessee to purchase mortality and/or major medical insurance for the duration of the lease, depending on your preference as the owner.

While it may seem like a lot of work at first, a solid lease agreement is vital to protecting you and your horse. A well-crafted contract ensures that both lessor and lessee have a clear understanding of the terms agreed to and can provide a sense of predictability if untoward events arise. Equine lawyers are experienced in proper lease documentation and can help you create a sound contract that will leave you feeling comfortable with your lease arrangement and knowing that your horse is well-protected. **IS**



Armand Leone, Jr., MD, JD, MBA, and attorney Jessica Choper of Leone Equestrian Law provide legal services and consultation for equestrians, ranging from riders and trainers to owners and show managers in the FEI disciplines on a wide variety of issues. Learn more by visiting [www.equestriancounsel.com](http://www.equestriancounsel.com).

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