

# *Tacoma Equine Hospital*

3112 – 156<sup>th</sup> Street E. Tacoma, WA 98446 ♦ 253.535.6999

## **EQUINE LAW**

Leasing a Horse – Some Important Considerations

By Elizabeth Alvord, Attorney at Law

Gray Parks & Alvord, PLLC

253-759-1141

If you are considering leasing a horse, it pays to evaluate what your goals are for you and your horse. Weigh carefully what you will gain and lose from a lease arrangement. Take time to write down those points that are important to you. Most importantly, put your lease agreement in writing and make certain that all parties sign it, otherwise you will have nothing to prove what the terms of your agreement are later on if problems arise.

Listed below are some questions to consider when negotiating the terms of your arrangement.

1. What happens if the horse becomes lame, ill or dies?

Unfortunately, the possibility of a horse becoming lame, ill or dying is a real one. Don't overlook this important question. When drafting the terms of your agreement, define responsibilities and determine whether the lease horse should be insured for loss of use, mortality and/or major medical expenses.

2. For what purpose(s) is the horse going to be used?

If you are leasing out your Grand Prix show jumper, do you care if the lessee decides to use the horse for barrel racing? Can the lessee take your horse off the premises? Your lease contract can define the horse's uses and restrictions, if any.

3. What type of care do you expect your lease horse to receive?

A lease contract can specify the type and quality of care the horse is to receive. If you wish, you can even detail the contract to the point of specifying the quality and quantity of feed, supplements, veterinary care, farrier services, rest days, turnout time periods and more.

4. What happens if your leased horse injures the lessee?

If the lessee gets injured while riding or working around your lease horse, the Equine Activities Statute isn't necessarily going to protect you against certain types of lawsuits. Carefully drafted, your contract can include a liability release, which can be a very powerful tool in helping reduce the chances of you being sued by an injured lessee.

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## 5. What if your leased horse injures someone other than the lessee?

Just because the lessee signed a liability release agreeing not to sue the lessor if she is injured, this will not protect the lessor against a lawsuit from someone else. Again, a carefully drafted agreement should contain language in anticipation of this possibility. For example, the contract should include an indemnification clause. Basically, indemnification is when one party agrees to compensate another for a loss or liability. These clauses are complex and should be reviewed by an experienced attorney. The parties also may want to agree on liability insurance coverage.

These are just a few of many questions to consider before leasing a horse. Whether you are the lessor or the lessee, it pays to know and plan for possible problems that could arise. In the end, a carefully drafted lease agreement can go a long way toward preventing disputes and misunderstandings.

*This article does not constitute legal advice.  
When specific questions arise, direct them to a knowledgeable attorney.*