



# Leone Equestrian Law LLC

## On-Site Trainers: What Barn Owners Need to Know

By Leone Equestrian Law | [www.EquestrianCounsel.com](http://www.EquestrianCounsel.com)

**Q: I recently began offering boarding services at my barn, and I would like to have a local instructor/trainer come and teach lessons to my boarders. I only have a few boarders, so she will likely only be teaching about 10-15 hours a week, as well as doing some additional training elsewhere. Because of this, I'd prefer to bring her on as an independent contractor rather than an employee. What do I need to know before I begin this arrangement?**



If you are thinking about having an on-site trainer teach lessons at your facility, there are a few things you might want to consider first. *Jump Media Photo*

**A:** That's a great question! There are several things you need to consider before this trainer begins teaching lessons on your property.

### Independent Contractor vs. Employee

Because you've already made up your mind that you'd like to have this trainer working on-site as an independent contractor, rather than an employee, it's important to know the difference between those two positions. [This article](#) can help clarify those situations for a barn owner. Make sure you understand the distinctions, because anyone who wrongly calls an employee an independent contractor risks some serious consequences, including significant tax penalties from the IRS.

### Liability Releases

Because you are operating a boarding barn, more than likely you're required all of your boarders, or anyone else who rides on your property, to sign your farm's liability release. If you're considering letting outside riders ship in for lessons with this trainer, they must also sign your farm's release form. I suggest that the release include a provision that identifies that boarders have the opportunity to schedule riding lessons with [name of trainer], an independent contractor, and that the barn owner/operator will not be liable for any injuries that occur to horse, rider, or trainer while engaged in equine activities on the premises. I also suggest that the barn owner have the IC sign a release that identifies trainer as an independent contractor, and includes clauses to indicate that the barn owner will not be liable for any injuries that occur to horse, rider, or the IC while the IC is engaged in equestrian activities on the property.

Many trainers have their own liability release, though it's unlikely that it will provide any protection for you. Most of these types of forms do not name the facility and its owners among the parties being released. Even if their release does happen to name the facility owner, it might not be drafted well enough to be enforceable. Also, the trainer may not have been diligent with having each client sign the release. The only way to make sure that you are adequately covered by a liability release is to use your own release, ensuring each person signs it as needed, and then file it for your records.

### Liability Insurance

Every trainer should have their own commercial equine liability insurance. That liability insurance should name you and your facility as additional insureds. You should require the trainer to provide you with proof of coverage showing the amount of insurance and a current coverage period, and showing you are listed as an additional insured. This covers you as the property-owner solely in relation to the trainer's lessons.

Some farms may also offer to add the on-site trainer to their farm's liability policy that they already have in place, so depending on the cost, that's something you could consider. However, that only protects the trainer at your facility, so if they're training at multiple locations, they will likely still need their own commercial equine liability policy anyway.

### Written Agreements

It's also recommended to have a written agreement with a trainer who will regularly be using your facility. This will include the terms of your relationship and clearly outline barn rules and policies. For example, who will have priority when using the riding ring—a boarder or the trainer teaching a lesson? Also, it's great that you want to offer this perk to your boarders, but how will this affect you financially? Will the trainer compensate you for the use of your facilities? Additionally, consider the wear and tear on your facility. What happens if your property is damaged during one of the trainer's lessons? Who will cover the costs?

All of these considerations need to be clearly outlined and agreed upon in a signed contract. You will also need to include a clause that outlines under what circumstances you can terminate the agreement with this trainer and what notice will be required.

Since you prefer the trainer to be an independent contractor rather than an employee, it may be prudent to include clauses to reflect that you will not be exerting control over how the trainer teaches her lessons. Specify that as the owner, you will allow the trainer on the premises for the purposes of teaching boarders who desire lessons, but state the boarder is responsible for making payment for lessons, scheduling lessons, cancelling lessons, and conveying to the trainer the experience and needs of the rider and horse.

### Reputation Matters

Last, but not least, keep in mind that this trainer will be operating out of your facility and will be closely affiliated with you and your farm. Since it sounds like boarding is a new business venture for you, you've likely taken all of the necessary steps to ensure a safe, welcoming environment for your boarders. A horse farm's reputation is often closely tied to the reputation of the trainer who works out of the facility. Make sure you do your due diligence to research this trainer's background and find out how they conduct their business. Do their training methods and values mesh with your own? Having a trainer at your property who is safety-conscious, honest, and reputable will help avoid any potential conflicts.

If you take these precautions to protect yourself legally, create and sign a well-drafted agreement, and carefully research this trainer's background and training techniques, you have a great opportunity to offer your boarders a wonderful on-site perk. Best of luck!

### Latest Column in Sidelines

Purchasing a new horse can be an exciting time. Unfortunately, there are scenarios when buyer's remorse can creep in.

In Leone Equestrian Law's legal column in the July 2020 issue of Sidelines Magazine, Armand Leone and Jessica Choper offer some guidelines to ensure a smooth process and help avoid disappointment after a sale.

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**PREVENTING BUYER'S REMORSE**  
GUIDELINES TO ENSURE A SMOOTH PROCESS AND HELP AVOID DISAPPOINTMENT, AND EVEN LITIGATION, AFTER PURCHASING YOUR NEW HORSE.  
By Armand Leone and Jessica Choper

Purchasing a new horse can be an exciting time. However, there are scenarios when buyer's remorse can creep in—like the horse you intended to buy turns out to be a dud, or the horse you bought turns out to be a dud. In this article, we'll share some guidelines to ensure a smooth process and help avoid disappointment after a sale.

**SCHEDULE A PRE-PURCHASE EXAM**  
Having a pre-purchase exam performed on the horse is an advantage to both the buyer and seller. A pre-purchase exam is a guarantee of the horse's health or performance, but it can also reveal health or performance-related conditions that would be problematic.

**ARRANGE A TRIAL PERIOD**  
If possible, arrange a trial period with the horse. Sometimes, horse purchases are based on actual training, but that's not an ideal situation. Depending on the horse's condition, with the prospective buyer, the seller may offer a trial for a set amount of time at the buyer's barn, after which the horse returns to the seller's barn to try the horse again or allow the buyer to trade the horse to another facility he/she has.

Leone Equestrian Law is available to provide equine legal documents and contracts, including co-ownership agreements. Email [info@equestriancounsel.com](mailto:info@equestriancounsel.com) to request assistance with such documents or for any additional questions on this topic including how to handle stalemate situations when it comes to co-ownership and more details on forming an LLC.

Led by Armand Leone, Jr., MD, JD, MBA, 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.

Visit [www.equestriancounsel.com](http://www.equestriancounsel.com) to learn more or email [info@equestriancounsel.com](mailto:info@equestriancounsel.com) with inquiries.

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