

Leone Equestrian Law LLC

On-Site Trainers: What Barn Owners Need to Know

By Leone Equestrian Law I <u>www.EquestrianCounsel.com</u>

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?

Q: I recently began offering boarding services at my barn, and I would like to



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've 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

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**

owners among the parties being released. Even if their release does happen to name

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

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

trainer's lessons. Some farms may also offer to add the on-site trainer to their farm's liability policy that

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,

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

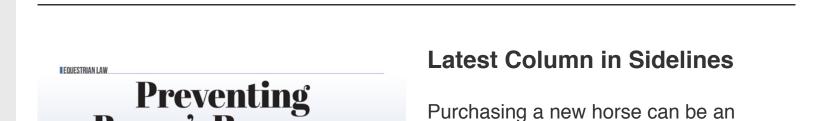
it may be prudent to include clauses to reflect that you will not be exerting control

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

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



creep in.



help avoid any potential conflicts.

luck!

aving a pre-purchase exam performed on once is advantageous to both the boyer and c. A pre-purchase exam is not a guarantee use health or performance, but it can jou to undisclosed or unknown medical tions that would be problematic, advisable to use a veterinarian who has or experience treating and evaluating see, in order to offer the now audient.

PRE-PURCHASE EXAM



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Read Sidelines Article

in the July 2020 issue of Sidelines

exciting time. Unfortunately, there are scenarios when buyer's remorse can

In Leone Equestrian Law's legal column

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.

including co-ownership agreements. Email info@equestriancounsel.com to request

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 Visit <u>www.equestriancounsel.com</u> to learn more or email

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