

Equine Business Forms



EQUINE CONTRACT FORMS QUESTIONNAIRE

1. What is my primary equine business function? What % of my business does it represent?
2. What are additional equine functions I perform? What % of my business does it represent?
3. Are there other business activities I perform which are not equine related? What % do they represent?
4. Who are my clients (age, skill level, supervisory requirements, etc.)
5. Where do my equine business activities take place (i.e. on site, off premises)
6. Whose horses and tack do I use?
7. How would I characterize the risk level of my activities? How controllable are those risks?
8. What are my worst case scenarios? Do I have a plan in place to address each of them?
9. What is the estimated duration for my contract terms and conditions to remain static?

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10. Can I understand each clause in my contract?
11. If I could identify one major point to be covered contractually, what would it be?
12. Do I regularly update my forms to include
 - a. Newly required language to comply with my state's equine activity limited liability laws
 - b. Price increases or service description alterations to track and offset operational changes or overhead increases
 - c. New contract clauses to address issues which have arisen in the previous year
1. Can others understand each clause in my contract? (Have I let others review it before finalizing it?)

BOARDING & TRAINING CONTRACTS

Do my contracts:

1. **Identify all of the parties and the horse**
 - a. All owners and type of ownership arrangement
 - b. Full description (legal and other) of the horse
2. **Describe the services provided under the standard rate**
 - b. **Basic services:** Feed, mucking, water, turnout, arena & ground maintenance, and necessary repairs. **MAY** include blanketing, boots, fly spray, cleaning feed and water buckets on a regular schedule, and veterinarian and farrier assists or maintenance.
 - a. Right to raise prices w/30 days notice?
3. **Describe the services to be provided at an additional rate**
 - a. **Additional Services:** May include grooming, tacking, routine first aid care, handwalking, exercising, braiding or other show related services, cleaning tack, trailering, holding for vet or farrier services.
 - b. **Right to raise prices w/ 30 days notice?**
4. **Address emergencies?**
 - a. ID procedures utilized for emergencies (ie secular of emergency vet or farrier care, surgery etc., financial responsibility and prepayment requirements, right to make decisions, notice provisions, insurance provisions)

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5. **Address stall use, misuse and reuse**
 - a. Which stall
 - b. Damage to other stalls or property
 - c. Vacations, trips, and temporary leaves of absence

6. **List rules and regulations or refer to applicable rules & regulations**

7. **Risk allocation clauses**
 - a. Insurance coverage (owners duty to carry; lack of stable coverage)
 - b. EALA Warning language
 - c. Release and Indemnification agreements

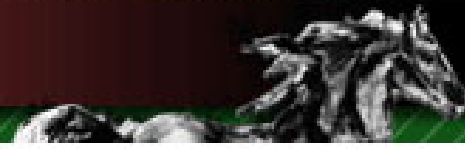
8. **Contain warranties?**
 - a. Ownership
 - b. No other liens or encumbrances
 - c. Knowledge of dangerous propensities
 - d. Veterinary conditions, allergies, and contagious diseases
 - e. Financial ability
 - f. Use of horse

9. **Payment Terms**
 - a. For basic services
 - b. For additional services
 - c. How fees will be applied
 - d. Emergency services

10. **Payment Security Clauses**
 - a. Security deposits
 - b. Penalty fee for late payments
 - c. Higher interest for late payment
 - d. Agisters Lien & retention clause
 - e. UCC Security Agreement clause
 - f. Recovery of attorneys fees clause
 - g. Termination of services and redelivery clause
 - h. Liquidated Damages clause

11. **Duration of contract clauses**
 - a. Length of agreement
 - b. Renewal terms
 - c. Adjustment & notice
 - d. Termination for Cause
 - e. Termination without Cause

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12. Wrap Up Clauses

- a. Entire agreement
- b. Notices & method of delivery
- c. Governing law
- d. Venue and Forum
- e. Execution
- f. Right to legal review

13. Training Issues:

- a. Owner involvement re: decisions
- b. Training frequency, identity of trainer, ancillary services
- c. Shows (schedule, classes)
- d. Fees (Registration, show, stabling, trailering, trainers expenses, show services, and backup documentation)
- e. Disclaimer of warranties (Potential, training results)
- f. Brokerage: Terms, fees and disclosure

14. Other issues

- a. Standard of care: Ordinary care according to industry standards
- b. Conversion

While this article cannot possibly cover all contingencies in the contract drafting process, hopefully you have now identified questions capable of analytical use for every contract review you perform in the future. Knowing the right analysis will often let you determine if your current documents are doing the job. If not, you will be able to recognize the weaknesses and significantly shorten any legal time necessary to clean up the documents. You will also increase your contract negotiation abilities by knowing the issues, the risks, and the right questions to ask!

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