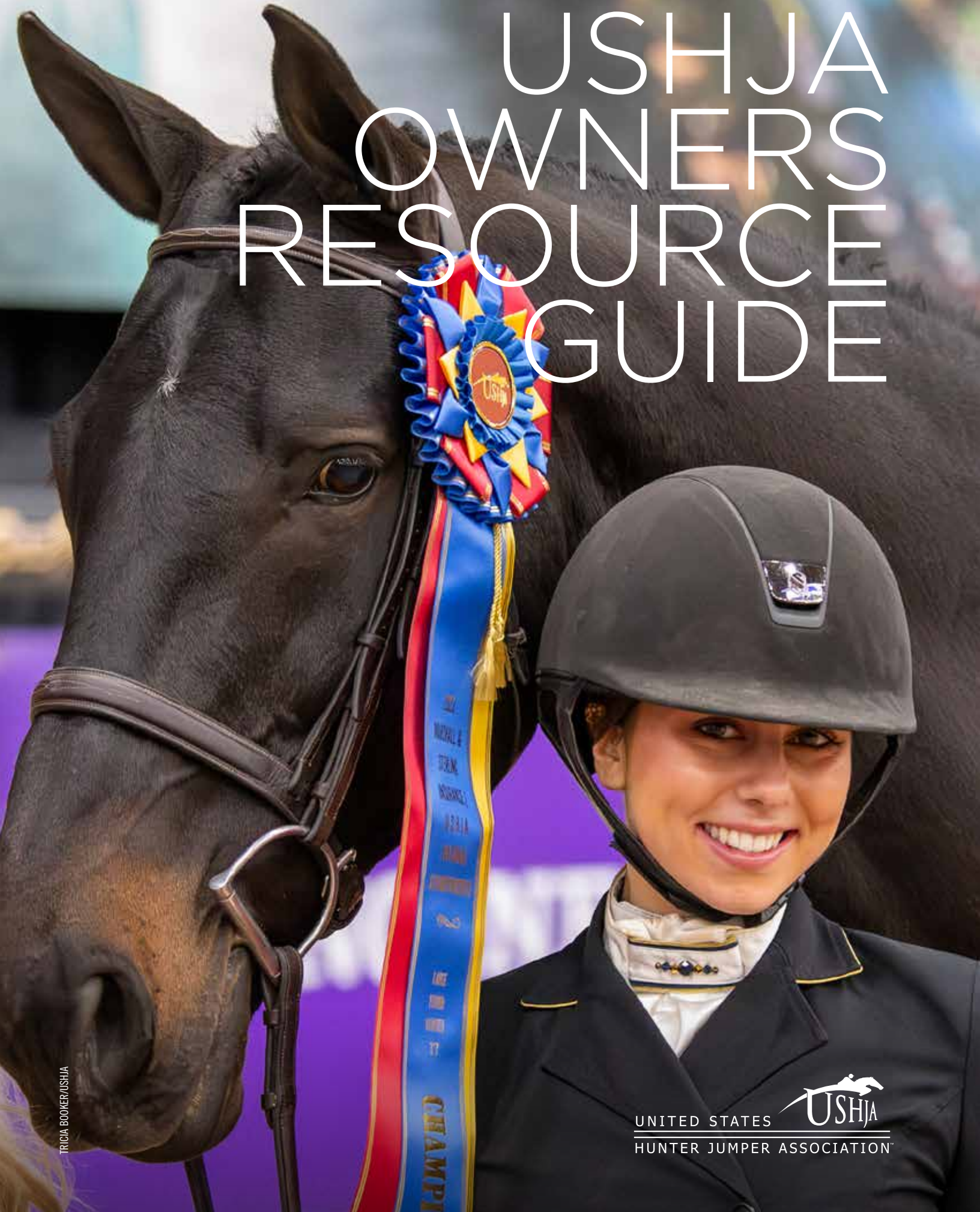


# USHJA OWNERS RESOURCE GUIDE



TRICIA BOOKER/USHJA



*The USHJA Owners Task Force created the Owners Resource Guide, which is designed to help you, as a horse owner, make educated decisions and assist you in enjoying your experience with horses. This guide supports the vision that the welfare of the horse is paramount in our sport and an educated and engaged owner has a role in assuring this outcome.*

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## The Rewards of Horse Ownership

To the casual observer, the rewards of owning a horse may not be apparent. For those of us who have had the honor and privilege of ownership, we know differently. Whether you have owned one or 100 horses, you know that the rewards of this great partnership between human and equine are often too moving to express.

For children, the true rewards may not be seen until later in life when they look back on their youth and fondly remember the long hours at the barn grooming, bathing, feeding and spoiling their friend. They will look back on those times and see how much ownership of their horse or pony shaped their adult lives. Horse ownership will teach responsibility, priority management, compassion and other character strengths too numerous to mention. Children will learn to appreciate the people around them that help make their dreams a reality. They will form lifetime friendships and networks based on a passion for horses.

For the adult owner, the rewards are similar but often felt differently. Between a career and often a family, it may seem that there is no time for anything else. When you own a horse, you make the time. You make the time to ride, groom, and care for your new family member. Time with your horse is time that often cannot be explained to anyone who has never owned a horse. It is the serenity, challenge and reward of time spent with and showing your horse. The friends you make at both the barn and at shows will often last a lifetime. It is a community built around a passion for horses.

Horse ownership can also be a business venture. Time and money spent on your horse may increase the value of your horse. As you or your rider move through the levels of competition, it is often necessary to sell your horse and buy another one that is more suited for new goals. Buying and selling horses can be personally and financially rewarding. There are numerous opportunities either through individual or syndication partnerships to realize both competitive and economic goals.

This guide is designed to help you, as a horse owner, make informed decisions and assist you in enjoying your experiences with horses.



AVERY FLETCHER PHOTOGRAPHY

## USEF Safe Sport Initiative



The purpose of USEF's Safe Sport Program is to ensure the safest environment possible for our athletes and other participants. This includes access to resources for confidential support for athletes, parents, and participants who are concerned about emotional, physical, and sexual abuse, training for members of the equestrian community, robust reporting and response mechanisms, and a requirement for all USEF senior active members and participants at USEF licensed competitions to comply with the [U.S.](#)

[Center for SafeSport Code](#), [USEF Safe Sport Policy](#), and [Minor Athlete Abuse Prevention Policies](#), also known as the MAAPP. This includes a requirement for all adult members and participants who have regular contact with or authority over minor athletes to complete SafeSport Training. Additionally, these policies include mandatory reporting obligations regarding emotional, physical, and sexual misconduct.



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## Selecting a Trainer and Other Professionals

The sport of Hunters and Jumpers is a team sport. In addition to our horses and riders, the team will have a group of support professionals which will include trainers, veterinarians, farriers, grooms, and even sport psychologists. The owner, rider, and trainer head up this team.

Selecting a trainer is the most important decision you will make as an owner. Take your time and do your due diligence. Select an individual that fits your goals and personality. Evaluate the various trainers as you would any other advisor. Go to horse shows and talk to parents, riders, and other participants. Research the trainer's background in terms of their riding/showing experience, background information on their experience as well as their philosophy on training, horse care and competing. Review the listing of [USHJA Credentialed Instructors](#).

Watch a potential trainer school a child or adult for the show ring. Observe both the rider's performance and the trainer's pre and post-performance feedback. Also, get a feel for the culture of the barn and if that would be a suitable fit for you.

The trainer's skill as both a rider and horseman will also impact your decision. If you plan to have the trainer show your horse for you, watch him or her compete on other horses. Take notice of the care and condition of the trainer's current horses. Select a trainer who will keep you informed about your horse's program and is open in discussing their preparation and medication philosophy and routines.

Realistically evaluate the level at which you want to participate in horse ownership along with the resources necessary to do so. Understand a potential trainer's fee structures, ask for a written fee schedule, and set a realistic budget. When setting your budget, remember to include all the initial purchase items such as tack and equipment and ongoing maintenance such as board, farrier, vet, and insurance. Horses are an investment in yourself and your enjoyment, and this is the greatest return on your investment.

Once you have selected a trainer or riding program, allow the professionals on your team to do their jobs. Stay informed, but allow them to do what you hired them to do which is to provide expert advice and skills.

If your goals change and you feel you need a change of trainer, have an open and honest discussion with your trainer and be clear concerning your intentions. Pay your bills to all providers in a timely manner.

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## PURCHASING YOUR FIRST OR NEXT HORSE

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There are varied reasons to purchase a horse or pony. You might be looking for one for yourself or your child to ride and show. You may want to buy a young horse to develop into a prospect for you to compete at a future date. Or, you might be looking for a young horse to be trained and shown by a professional as an investment or for the sport of watching your horse compete.

Always keep in mind that this purchase is a commitment to a noble animal. It is your responsibility to be an educated and involved owner. Please refer to [USHJA Resources](#) for articles and pointers to help you fulfill your obligations in this wonderful partnership.

The cost of horses varies depending upon level of performance, innate talent, show record, vet issues, and age. Discuss your budget with your trainer or agent and do not try horses that are not within your budget. Clarify commission fees and costs involved in the search process. (Generally, commissions range from 10-15% of the purchase price.) When buying and selling horses, a reputable trainer will stand behind the horse they sell you to ensure it is a good fit for your needs and to help you find a solution should the horse not work out as expected.

Before the search begins, many buyers and sellers choose to consult an attorney that specializes in Equine Law. This will ensure that your horse purchase complies with both Federal and State laws. This is also the time to execute an agency agreement between you and your agent.

Remember, you are looking for a unique individual, not a commodity, so keep in mind the following possibilities when searching for a new horse:

“Bringing along” a young horse or pony offers the reward of watching the youngster develop into a possible champion. This is usually a long-term process so be sure it fits your show goals.



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Rescuing a horse that is no longer suitable for his current job (e.g. a Thoroughbred racehorse) and re-training him to do a job for you is a rewarding option. This also can be a long term process.

A horse at the peak of his successful show years affords the owner the satisfaction of owning and riding a champion. This will probably be the most expensive option.

An older “schoolmaster” offers the reward of having him teach you the ins

and outs of riding and horse mastership. With the older horse comes the responsibility to retire him properly when his career comes to an end. Do not abandon an older horse to questionable circumstances. He may end up at a sale where he is sold and shipped long distances under dangerous circumstances to be inhumanely slaughtered for meat. If you are unable to finance an appropriate retirement arrangement for your horse, it is your responsibility to see that he is cared for properly. Find out more about [Equine Retirement Facilities](#).

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# SHOW DAY EXPECTATIONS

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## Levels of Competition

### UNRATED

Local, schooling, or [USHJA Outreach Competitions](#). Many are recognized and governed by your local organization (e.g. Ohio Hunter and Jumper organization) and count toward that organization's year end awards.

### RATED

These can be USEF Channel I or Channel II, sanctioned by the United States Equestrian Federation and governed by their rules and regulations. The points will count for National and Zone awards. There are four levels of rated shows: Premier, National, Regional I, and Regional II.

## Show Responsibilities

- Always put the welfare of the horse first.
- Be aware of your horse's program and his medication routine. It is more important than ever that owners be familiar with the USEF Chapter 4 Drugs and Medications GR 404: Responsibility and Accountability of Trainers and Other Persons Responsible.
- [USEF Drugs and Meds FAQ](#)
- Discuss the paperwork and checks or other payment needed to enter a show.
- Ensure you and your horse are registered with USHJA and USEF before attending the competition.
- Show your appreciation to the support staff.
- Review the competition's Prize List for vaccination record requirements and other biosecurity policies.
- Be courteous and respectful in the schooling ring and to the horse show staff.
- Create and maintain good communication with your trainer as to the career strategies for you and your horse.
- [Sportsmanship](#) is the foundation of our equestrian sport.

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# EQUINE TRANSACTION LAWS

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## AN EDUCATIONAL SUMMARY

### What You Need To Know

The sale or lease of a sport horse is a major business transaction. Yet horse deals often are made without the legally required documentation that is designed to protect all parties involved.

While knowledge is power, ignorance is not a defense. If you are a professional representing buyers and sellers— or if you are a buyer or seller—you need to know the laws governing equine transactions. Understanding and following the law can help you avoid liability, damages, and other fees imposed for transactions gone awry. It will also increase the likelihood of a successful purchase or sale.





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**DISCLAIMER**

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## **A Summary of Legal Requirements in Three Key States**

### **CALIFORNIA STATE LAW**

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**A bill of sale is required in purchases in excess of \$10,000 and must include:**

- Purchase price
- Signature of buyer, seller, or such party's duly authorized agent.

**Further restrictions**

1. Dual agency is prohibited unless both buyer and seller agree in writing
2. It is unlawful for an agent to receive payment or any item valued in excess of \$500 from anyone other than his principal unless:
  - it is disclosed in writing to both buyer and seller, and
  - the agent's principal consents in writing to the payment

**A written contract or agreement setting forth any commission structure and a bill of sale are required for payment of commissions, otherwise payment of commissions is not enforceable.**

**Possible consequences**

- Treble damages

### **KENTUCKY STATE LAW**

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**A bill of sale is required in purchases in excess of \$10,000 and must include:**

- Purchase price
- Signature of buyer, seller, or such party's duly authorized agent.

**Further restrictions**

1. Dual agency is prohibited unless both buyer and seller agree in writing
2. It is unlawful for an agent to receive payment or any item valued in excess of \$500 from anyone other than his principal unless:
  - it is disclosed in writing to both buyer and seller, and
  - the agent's principal consents in writing to the payment

**A written contract or agreement setting forth any commission structure and a bill of sale are required for payment of commissions, otherwise payment of commissions is not enforceable.**

**Possible consequences**

- Treble damages, award of cost of the suit, reasonable litigation expenses and attorney's fees

## FLORIDA STATE LAW

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### **A bill of sale is required in purchases in excess of \$10,000 and must include, at a minimum:**

- The name, address, and signature of the purchaser, owner or his duly authorized agent
- The name of the horse, and its sire and dam, if known
- Breed and registry status of the horse, if applicable and known
- The age of the horse, if known
- The date of the sale
- The purchase price
- The following statements:

*“As the person signing below on behalf of the Owner, I hereby confirm that I am the lawful owner of this horse (or the Owner’s duly authorized agent), and I am authorized to convey legal title to the horse pursuant to this bill of sale”*

*“As the person signing below on behalf of the Purchaser, I understand that any warranties or representations for the Owner or the Owner’s agent that I am relying upon in acquiring this horse, including warranties or representations with respect to the horse’s age, medical condition, prior medical treatments, and the existence of any liens or encumbrances, should be stated in writing as part of this bill of sale.”*

### **Further restrictions**

1. Dual agency is prohibited unless both buyer and seller agree in writing
2. It is unlawful for an agent to receive payment or any item valued in excess of \$500 from anyone other than his principal unless:
  - it is disclosed in writing to both buyer and seller
  - the agent’s principal consents in writing to the payment
3. Anyone serving as a dual agent must, upon request by his principal, furnish copies of all financial documents in the control of the agent pertaining to the transaction
4. A written contract stating commission structure is required for payment of commissions, otherwise payment of commissions is not enforceable
5. An owner or an agent that has subjected a horse to one or more of the following treatments within 7 days prior to the private sale of a horse or any interest therein shall disclose this fact to the purchaser.
  - extracorporeal shock wave or radio pulse therapy
  - acupuncture, electro-stimulation or both with the intent or effect of altering laryngeal function of the horse

### **Possible consequences**

- Actual damages, attorney’s fees and court costs, and civil penalties up to \$10,000.

## **A Summary of Requirements Outside of State Law**

### **UNIFORM COMMERCIAL CODE COVERING HORSE TRANSACTIONS**

The Uniform Commercial Code (“UCG”) is a comprehensive body of laws governing commercial transactions in the United States.

These laws regulate sales by merchants and a seller would be deemed a merchant if he holds himself out as having knowledge or skill peculiar to the goods involved in the transaction. In addition, merchant status can be imputed to the seller if he employs an intermediary (broker, agent, trainer, or knowledgeable friend) to make the sale. If the seller is found to be a merchant, the transaction will carry implied warranties of merchantability and fitness for a particular purpose.

### **STATE CONSUMER PROTECTION ACT AND CONSUMER PROTECTION LAWS (“CPAS”)**

Every state has common law fraud statutes which exist to address deceptive and unfair practices. CPAs seek to protect a buyer from the perceived imbalance of knowledge and experience held by sellers in the equine industry. CPAs overrule a defense that the challenged action is accepted practice or customary in the industry.

#### **Possible consequences**

- Punitive damages and payment of attorney’s fees

## **Definition of terms**

### **AGENCY**

The fiduciary responsibility of an agent is to ensure the transaction meets the best interest of the client.

### **DUAL AGENCY**

A Dual Agency situation exists when an individual (trainer, coach, agent or other) represents a purchaser in a purchase or lease transaction and receives compensation as such and who also receives compensation directly or indirectly from the seller or another individual in the transaction. This is a situation that needs to be disclosed and agreed upon by the seller and purchaser.

### **COMMISSION**

Compensation paid to agent(s) representing buyer and/or seller, typically a percentage, though sometimes a flat-rate. This fee can be paid separate of purchase, or included in purchase. Both buyer and seller should insist on commission transparency.

**On the following pages, you will find checklists for the three most important contractual agreements you will need when buying or selling a horse.**

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## AGENT DISCLOSURE AGREEMENT CHECKLIST

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- Date of agreement
- Names and Addresses of Agent
- Names and Addresses of Purchaser
- Statement of Agent's expertise in the industry and purchase/sale of horses
- Statement of Agent's intent to act as agent for the purchaser for the horse(s)
- Statement of Agent's agreement to locate suitable horses for future purchase and to negotiate the purchase.
- Statement of requirements for purchase outlined by the Purchaser
- Agent acknowledgment of acting as Purchaser's fiduciary with respect to his obligation under this Agreement.
- Statement of what acts or omissions would constitute a breach of Agent's duties including but not limited to: (a) communicating any false or misleading information to Purchaser regarding the horse under Purchaser's consideration; (b) failing to disclose to Purchaser the true price at which any horse under consideration by Purchaser has been offered for sale; (c) arranging with any person or persons the sale of a horse to Purchaser at an inflated price; (d) entering into any other agreement with any person with respect to any transaction involving the sale of a horse to Purchaser, other than an agreement which has been fully disclosed to Purchaser and which Purchaser has consented to in writing; (e) failing to disclose to Purchaser any ownership interest of Agent in any horse Purchaser has under consideration; or, (f) otherwise acting in any manner contrary to the best interests of Purchaser.
- Agent acknowledgment of duty to disclose to Purchaser any adverse/dual interest Agent has in a transaction
- Statement of whom Agent is employed by concerning the horse under consideration and Agent's compensation for those services.
- Statement that agent is not employed by any other persons or entities regarding a horse under consideration by Purchaser and is not being paid any additional compensation other than that expressly mentioned in agreement.
- Agent's remuneration including commissions for services in connection with the purchase
- Statement of when Agent payments by Purchaser will be made and in what manner
- Agent acknowledgment that failing to disclose and receive consent from Purchaser for any adverse/dual interest Agent may have in a transaction concerning the subject matter of this Agreement, including but not limited to acting as a dual agent, may constitute fraud and subject Agent to civil and/or criminal prosecution.
- Signature of Agent and date
- Signature of Purchaser and date

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## PURCHASE-SALE AGREEMENT CHECKLIST

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- Date of agreement
- Names and Addresses of Seller and Seller's Agent
- Names and Addresses of Purchaser and Purchaser's Agent
- Detailed Description of the Horse being sold
  - Name/Color/Markings/Breed/Sire/Dam
  - Sex/Tattoo/Age/Passports/Registry Papers
- Purchase Price
  - Date of when payment is to be made.
  - Statement of who is responsible for payment.
  - Statement of who is responsible for paying commissions.
  - Statement of who is receiving commissions.
- Transfer of Possession
  - Statement of when and where horse will be delivered.
- Purchase Contingency
  - **Veterinary Examination.** Obligation to purchase subject to an inspection and written certification by a licensed veterinarian selected and paid for by the Purchaser.
    1. Certification states Purchaser's satisfaction.
    2. State if horse is in good physical condition and fit for the intended purpose or use.
    3. List name of veterinarian and timeline for examination /inspection.
- Seller's Representations and Warranties
  - Statement of Horse's Physical Condition.
  - List any and all known medical conditions, vices, and medical treatments:
  - Veterinary Records and Examination.
  - Seller provides copies and/or access to Horse's vaccination records as well as any other records. If Purchaser fails to timely secure documentation and review records prior to the sale and transfer of Horse, it is at Purchaser's own peril, and Purchaser waives the right to condition the validity of sale on the basis of non-disclosure of said records.
  - Statement of authority to enter into agreement and execute sale.
  - Seller statement of horse's behavior.
  - List all known behavior issues.
  - Transfer of Possession and Registration.
  - Upon Seller's receipt of the full Purchase Price, Seller promises to deliver possession of the Horse and provide Purchaser with Horse's registration papers, if any, and documents necessary to transfer registration of the Horse.
- Statement of which state the parties have mutually agreed that this Agreement shall be construed in accordance with and governed by:
  - Signature of Seller and date
  - Signature of Purchaser and date

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## BILL OF SALE CHECKLIST

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- Detailed Description of the Horse
- Name
- Color
- Markings
- Breed
- Sire/Dam
- Sex
- Age
- Microchip number
- USEF and USHJA registration numbers
- Statement of authority to enter into agreement and execute sale
- As is, where is and with all faults
- Purchaser acknowledges that he/she has conducted inspections as appropriate, including the use of a qualified veterinarian, and is satisfied with the Horse's condition.
- Acknowledge the Purchaser has had the opportunity to have a pre-purchase examination performed on the Horse by a veterinarian of Purchaser's selection at Purchaser option and expense.
- Acknowledgment that the execution, delivery, and performance of the Bill of Sale is legal and does not require the additional consent of any person, governmental agency, or any other body of any kind."
- Acknowledgement of delivery and agreed upon date
- Seller acknowledges that the Horse has been delivered into the possession of Purchaser on or before the date of this Bill of Sale.
- Acknowledgement that the sale is agreed to be final with no warranties, guarantees or other promises.
- Purchaser assumes all risks, responsibilities, and liabilities on the Horse upon execution of this document.
- Consideration, Commission, and Other Remuneration.
- Statement of price and payment agreements
- Purchaser is responsible for payment of a commission to his agent and Seller is responsible for payment of a commission to his agent.
- List names of persons or entities receiving commissions
- Statement of which state the parties have mutually agreed that this Bill of Sale shall be construed in accordance with and governed by
- Signature of Seller and Date
- Seller's Address
- Signature of Purchaser and Date
- Purchaser's Address

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## THE TRIAL PROCESS

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Trying a horse is a fun and exciting process. This is the step in the purchase where you rely heavily on your trainer's expertise to find you the best horse for your needs. Your trainer or agent brings years of experience and networking resources to the process of finding your new horse. If you have chosen this member of your team wisely, they will have the expertise to evaluate your goals and the abilities to find a suitable horse within your budget.

Do not waste time and energy trying a horse that is out of your price range or level of ability. Keep an open mind and do not rule out a horse that is not attractive enough in your estimation. Personality and fit are often the most important characteristics of a rewarding match.

You may have to travel to try the horse at another barn or horse show. If you are fortunate, you may be able to take the horse on trial for a few days or weeks. If not, go back and try the horse again another day and in a different ring, if possible. Confirm that your trainer has made inquiries about the horse and its experience. Do your due diligence and confirm the horse's show record with the USEF and/or your local affiliate organization.

If you do take the horse on trial, it is recommended that you have a signed Pre-Purchase Trial Contract. You may be expected to have an insurance binder on the horse, as well as being responsible for any vet and farrier bills that may be incurred during the trial. You will probably pay transportation costs to and from your farm and boarding expenses while he is there. If you decide to return the horse, return him in the same or better condition than you received him.

The sale of a horse is not final until the funds have been transferred to the former owner or his agent. Therefore, there is always the possibility that if funds are not transferred in a timely manner, the horse may be made available to other prospective buyers.



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## The Pre-Purchase Or Pre-Lease Vet Exam

Before leasing or purchasing, you should have a vet perform a pre-purchase exam on the horse. The extent of that exam will vary according to the intended use, price, and your trainer's and your comfort level with how much information you will need to make a decision. The vet exam is not the place to "save money" since buying an unsuitable horse is very expensive in the long run. Each owner and trainer team has a different "comfort zone" on problems that come up on the pre-purchase exam. Many vetting issues can be managed with proper maintenance. Very few horses vet perfectly. The ideal "first horse" for a beginner, probably an older one, may be able to live a comfortable and useful life despite numerous vetting issues.

Whenever possible, attend the exam yourself along with your trainer. It is important the vet is clear on what level of performance will be expected of the horse. Ask to receive a written vet report and go over it with your trainer. Be aware of any maintenance that may be required to keep the horse sound and healthy. If you are leasing the horse, understand that you are expected to treat him as though you own him. At the end of the lease, plan to return him in the same or better condition than you received him.

### PPE HELPFUL HINTS:

- Let the veterinarian know your intended use of the horse.
- Discuss the extent of the examination. Ask for a "menu" to help guide you in the extent of the exam from the veterinarian.
- Discuss that menu with your trainer and then with the veterinarian.
  1. Medical and performance history
  2. Written identification
  3. Physical Exam
  4. Movement evaluation
  5. Flexion tests
  6. Diagnostic imaging

## Notes on Purchasing a Horse Outside of the United States

- It is not uncommon to purchase a horse from Europe, Canada, South America, or anywhere in the world. Often the procedures for purchasing will be a little different than what has already been described.
- It is customary that your trainer will have developed partnerships with agents in other countries. These agents are very knowledgeable about what horses are available in their areas.
- Once a horse has been found that will serve your purposes, you may decide to go and try the horse, or in fact, purchase the horse without a trial.
- The same procedures for agency agreement, vetting, and sale documentation should be followed.
- Don't forget to factor in the currency exchange rate when discussing purchase prices.
- Keep in mind that there will be flight costs and possibly quarantine expenses associated with purchases out of the country.



## Notes on Leasing Rather than Buying

- Due to various circumstances, you may choose to lease a horse rather than buy.
- Since leasing is often factored at approximately one-third to one-half of the purchase price of the horse, this can be an opportunity to show the quality of horse that would otherwise be outside your current budget. It also is a good solution for a rider staying in a certain division for a limited period of time. The option of a lease/purchase agreement may also be an agreement that is suitable for your circumstances.
- The process is almost identical to the purchase process and should be treated with the same diligence. There will be a lease document that describes the terms and conditions of the lease of this particular horse.
- A leased horse must be treated with the same care and respect as a horse you would own. He should be returned to his owner in the same or better condition than when you acquired him.

## Notes on Insurance

Once you have chosen your new horse, it would be advisable to talk with an equine insurance agent to go over the many coverages that are available to protect you and your horse. Insurance is something you buy that you hope you will never need. Not many purchases you make fall into this category. Here are some general tips:\*

- When choosing an equine insurance agent, make sure you are comfortable with the agent's knowledge and personality.
- Be sure to declare the exact use of your horse as that determines the rate.
- Understand what you are purchasing.
- Don't sacrifice coverage to save money.
- Report a claim immediately!
- Stay in touch with you agent.

*\*From EMO/a Marshall and Sterling Company*



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Mortality insurance reimburses for the insured value of your horse. If your horse dies, needs to be euthanized, or is stolen, mortality insurance can help cover those costs as specified in the policy. This can include accident, injury, or illness. Most companies offer additional coverages that can be added to your mortality policy. Here is some additional information:\*\*

- **Do insurers offer the same equine coverage?**
- No, coverages may vary, and it is important to read and understand your policy. One significant difference between mortality policies is the horse value. Agreed value means that the insurer will pay the value of the horse that is stated on the policy, provided the information is accurate. Market or cash value means the insurer will pay the value of the horse at the time of its death. If the horse's value has decreased due to an illness or injury or if its value was overstated when it was originally insured, the insurer will pay the lesser of the value stated on the policy and the current market value.

- **Why do I have to answer so many questions to insure my horse?**
- An insurer needs a completed application with the horse's correct value and coverages requested by the insured, to underwrite, rate, and issue an insurance policy. It is important that the purchase price, stud fee and show records be accurately documented.
- **When do I need to report a claim?**
- It is necessary to report a medical or surgical condition immediately. If the horse is hospitalized, a policy may require that the company be notified within 24 hours of admission. If a surgical procedure is necessary, or a horse needs to be euthanized, you must have a conversation with your insurance provider before you can proceed.
- **Does medical or surgical coverage include routine care?**
- Elective, voluntary, or routine care and maintenance expenses (such as vaccinations, worming, teeth floating) are not covered.
- **How do you choose an insurance company?**
- You want to make sure that the company you work with is a licensed and admitted carrier in your state. Find an insurance representative who can explain coverage options, and how they can support you and your horse's needs. You can work with a independent equine insurance agent, or in some cases directly with the insurance carrier providing you with coverages needed.

*\*\*From Markel, visit [markelhorseandfarm.com](http://markelhorseandfarm.com) to learn more.*

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## **DO THESE 4 THINGS IN EACH HORSE TRANSACTION**

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- 1. Consult an equine law attorney**
- 2. Execute a purchase sale agreement**
- 3. Conduct a comprehensive pre-purchase or pre-lease exam**
- 4. Execute a bill of sale that complies with the state laws for the transaction**

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# SAMPLE DOCUMENTS

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1. The content of these sample documents is offered only as a public service to the USHJA community and does not constitute solicitation or provision of legal advice. This site should not be used as a substitute for obtaining legal advice from an attorney licensed or authorized to practice in your jurisdiction. You should always consult a suitably qualified attorney regarding any specific legal problem or matter.
  2. As with all of the sample documents displayed by the USHJA, it is the best practice to retain an attorney who has the opportunity to familiarize him or herself with the specifics of each transaction and customize documents to the needs of that transaction depending upon the exact arrangement with the Horse in question.
  3. These paragraphs would likely be modified depending on the actual ownership interests for the Horse as there may be more than one party with an ownership interest. In any case, all parties' interests should be disclosed.
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## Agent Disclosure Agreement<sup>1</sup>

THIS AGENT DISCLOSURE AGREEMENT<sup>2</sup> (“Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between (i) \_\_\_\_\_, (the “Agent”) and (ii) \_\_\_\_\_, (the “Purchaser”). For the purposes of this Agreement, collectively, the Agent and Purchaser shall be referred to as the Parties (the “Parties.”)

WHEREAS, Purchaser is a prospective buyer of a horse(s) suitable for \_\_\_\_\_  
\_\_\_\_\_.

WHEREAS, Agent is an independent contractor who has expertise in the equine business/industry, including the purchase and sale of horses. Furthermore, Agent desires to act as Purchaser’s Agent in the purchase of a certain horse(s).

WHEREAS, Purchaser is willing to retain the services of AGENT as Purchaser’s Agent, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Parties do hereby agree as follows:

1. Agent agrees to use its best efforts on behalf of Purchaser to locate suitable horses for future purchase and to negotiate the purchase of such horses desired by Purchaser at the lowest price possibly offered by the seller or sellers thereof.
2. Purchaser hereby retains the services of Agent as Purchaser’s Agent for the purposes of locating a horse(s) meeting the specific requirements of Purchaser and negotiating the terms of any purchase by Purchaser.
3. Agent acknowledges that Agent acts as Purchaser’s fiduciary with respect to his/her obligation under this Agreement. Any of the following acts or omissions shall constitute a breach of Agent’s duties including but not limited to: (a) communicating any false or misleading information to Purchaser regarding the horse under Purchaser’s consideration; (b) failing to disclose to Purchaser the true price at which any horse under consideration by Purchaser has been offered for sale; (c) arranging with any person or persons the sale of a horse to Purchaser at an inflated price; (d) entering into any other agreement with any person with respect to any transaction involving the sale of a horse to Purchaser, other than an agreement which has been fully disclosed to Purchaser and which Purchaser has consented to in writing; (e) failing to disclose to Purchaser any ownership interest of Agent in any horse Purchaser has under consideration; or, (f) otherwise acting in any manner contrary to the best interests of Purchaser.

4. Agent further acknowledges to Purchaser that Agent understands his/her duty to disclose to Purchaser any adverse/dual interests Agent has in a transaction concerning the subject matter of this Agreement, including but not limited to disclosing any other person Agent is acting on behalf of and any compensation Agent is being paid. [Initial any and all applicable provisions below.]<sup>3</sup>
  - i. Agent is employed by \_\_\_\_\_ concerning a horse under consideration by Purchaser and is being compensated \$ \_\_\_\_\_ for those services.
  - ii. Agent is not employed by any other persons or entities regarding a horse under consideration by Purchaser and is not being paid any additional compensation other than that expressly mentioned in this agreement.
  - iii. Agent has a \_\_\_\_\_% ownership interest in a horse under consideration by Purchaser.
5. Agent's remuneration, unless otherwise disclosed in this Agreement, for Agent's services in connection with the purchase of any horse by Purchaser during the term of this Agreement shall be a commission of \_\_\_\_\_% of the purchase price of the Horse. Agent's sole compensation for their services in connection with Purchaser's purchase of the Horse during the term of this Agreement shall be the aforementioned commission. Such commission is to be paid by Purchaser directly to Agent upon Seller's acceptance of Purchaser's wire transfer or other transfer of the Purchase Funds.
6. Agent further acknowledges that failing to disclose and receive consent from Purchaser for any adverse/dual interest Agent may have in a transaction concerning the subject matter of this Agreement, including but not limited to acting as a dual agent, may constitute fraud and subject Agent to civil and/or criminal prosecution.
7. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of \_\_\_\_\_, and any litigation arising out of this Agreement shall be commenced in \_\_\_\_\_.
8. The recitals set forth above are incorporated into this Agreement as fully set forth herein.
9. WITNESS the following signatures on the day and year first written above.

**AGENT:**

**PURCHASER:**

\_\_\_\_\_  
(Print Name of Agent)

\_\_\_\_\_  
(Print Name of Purchaser)

\_\_\_\_\_  
Signature of Agent:

\_\_\_\_\_  
Signature of Purchaser:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

## Bill of Sale<sup>1</sup>

THIS BILL OF SALE AND AGREEMENT<sup>2</sup> (“Bill of Sale”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_, by and between (i) \_\_\_\_\_, a resident of \_\_\_\_\_ (the “Seller”) and (ii) \_\_\_\_\_, a resident of \_\_\_\_\_ (the “Purchaser”).

1. **Sale.** The Seller, for valuable consideration as set forth in the attached Schedule I, which is made a part hereof by this reference, hereby grants, conveys, transfers, bargains, sells and delivers to the Purchaser, its successors and assigns, all of their right, title and interest in and to the horse herein described as (the “Horse”):

*[Insert a full description of the horse including any additional available descriptors including height, tattoos or other distinguishing characteristics which could include registration numbers or attaching and reference passport documents or registry papers which can be exhibits to the Bill of Sale].*

2. **Representations and Warranties of Seller.** The Seller represent and warrant to Purchaser:
  - a. Seller has full capacity and full power and authority to execute, deliver and perform upon this Bill of Sale and all other documents referred to herein.
  - b. Sellers own good and marketable title in and to one hundred percent (100%) of the Horse which is hereby conveyed.
  - c. There are no liens, claims, charges, pledges, leases, hypothecations, security or other interests or encumbrances on, against or in connection with the Horse.
  - d. Seller will defend against any claim or claims of persons who may challenge Seller’s authority to convey marketable title.
  - e. The execution, delivery, and performance of this Bill of Sale by Sellers and the sale of the Horse pursuant hereto, does not violate any laws, regulations, orders, decrees or rules of any kind binding upon or effecting Sellers or this transaction, nor does it require the consent of any person, governmental agency or any other body of any kind.
  - f. Seller makes no additional express or implicit representations as to the soundness, health, confirmation, or fitness for any particular purpose or use of the horse and Purchaser accepts the horse “as is.” Purchaser has had the opportunity to have a pre-purchase examination performed on the horse by a veterinarian of Purchaser’s selection at Purchaser option and expense.
  - g. Sellers’ representations and warranties contained herein are accurate, correct and true.
  - h. Seller acknowledges that the Horse has been delivered into the possession of Purchaser on or before the date of this Bill of Sale.
3. **Representations and Warranties of Purchaser.** The Purchaser represents and warrants to Seller:
  - a. Purchaser has full capacity and full power and authority to execute, deliver and perform this Bill of Sale and all other documents referred to herein.
  - b. The execution, delivery and performance of this Bill of Sale by Purchaser and the purchase of the Horse pursuant to hereto does not violate any laws, regulations, orders, decrees of any kind binding upon or effecting Purchaser of this transaction, nor, does it require the consent of any person, government, governmental agency, or other body of any kind.
  - c. Purchaser acknowledges that the horse is sold “as is” and “where is” and “with all faults.” Purchaser acknowledges that Purchaser has conducted such investigations and inspections as Purchaser deems appropriate, including the use of a qualified veterinarian, who Purchaser deems appropriate, and is satisfied with the horse’s condition.

- d. Purchasers acknowledge that the Horse has been delivered into the possession of Purchaser on or before the date of this Bill of Sale.
4. **Sale Final; No Warranties.** This sale is agreed to be final with no warranties, guarantees or other promises. Purchaser assumes all risks, responsibilities, and liabilities on the Horse upon execution of this document.
5. **Consideration, Commission, and Other Remuneration.** The Horse described above is sold in exchange for consideration of the purchase price articulated in Schedule I, which is made a part hereof by this reference. Purchaser is responsible for payment of a commission to his/her Agent and Seller is responsible for payment of a commission to his/her Agent. The names of other persons or entities receiving commissions shall be listed herein:

*[insert names of any and all other Agents or parties obtaining any portions or percentages of any consideration or commission.]*

\_\_\_\_\_

\_\_\_\_\_

6. **Governing Law.** The parties have mutually agreed that this Bill of Sale shall be construed in accordance with, and shall be governed by, the laws of the State of \_\_\_\_\_.
7. **Entire Agreement.** This document contains the entire agreement between the parties, and there are no other terms or agreements, whether oral or written, not herein stated. Any modification of this Bill of Sale *must be in writing, signed by both parties.*



**SELLER:**

*As the person signing below on behalf of the Owner, I hereby confirm that I am the lawful Owner of this Horse or the Owner's duly authorized agent, and I am authorized to convey legal title to the Horse pursuant to this Bill of Sale. See Fla. Admin. Rule 5H-26.004*

\_\_\_\_\_  
(Print Name of Seller's Agent)

\_\_\_\_\_  
Signature of Seller's Agent:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
(Print Name of Seller)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

Address of Seller:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number of Seller

**PURCHASER:**

*As the person signing below on behalf of the Purchaser, I understand that any warranties or representations from the Owner or Owner's Agent that I am relying upon in acquiring this Horse, including warranties or representations with respect to the age of the Horse, medical condition, prior medical treatments, and the existence of any liens or encumbrances, should be stated in writing as part of this Bill of Sale. See Fla. Admin. Rule 5H-26.004*

\_\_\_\_\_  
(Print Name of Purchaser's Agent)

\_\_\_\_\_  
Signature of Purchaser's Agent:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
(Print Name of Purchaser)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

Address of Purchaser:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number of Purchaser

# PURCHASE-SALE AGREEMENT<sup>1</sup>

THIS PURCHASE-SALE AGREEMENT<sup>2</sup> (“Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between (i) \_\_\_\_\_, (the “Seller”) and (ii) \_\_\_\_\_, (the “Purchaser”).

1. **Parties** Collectively, the Seller and Purchaser shall be referred to as the Parties (the “Parties.”)

**SELLER:**

**PURCHASER:**

\_\_\_\_\_  
(Print Name of Seller)

\_\_\_\_\_  
(Print Name of Purchaser)

\_\_\_\_\_  
Address of Seller:

\_\_\_\_\_  
Address of Purchaser:

\_\_\_\_\_  
(Print Name of Seller’s Agent)

\_\_\_\_\_  
(Print Name of Purchaser’s Agent)

2. **Horse to be Purchased**

**Description:**

*[Insert a full description of the horse including color, gender, height, age, markings, sire and dam, tattoos or other distinguishing characteristics which could include microchip and registration numbers or attaching and reference passport documents or registry papers which can be exhibits to the Purchase-Sale Agreement], hereinafter referred to the Horse (“Horse”).*

3. **Purchase Price**

**3.1 Price.** The Horse described above is sold in exchange for consideration of the purchase price of \$\_\_\_\_\_. The Purchase Price shall be paid on or before \_\_\_\_\_. Purchaser is responsible for payment of a commission to his/her Agent and Seller is responsible for payment of a commission to his/her Agent. Any other persons receiving commissions shall be listed herein:

*[insert names of any and all other Agents or parties obtaining any portions or percentages of any consideration or commission.]*

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_



## PURCHASE SALE AGREEMENT CONTINUED

**3.2 Transfer of Possession.** Seller shall tender delivery of the Horse to Purchaser at \_\_\_\_\_ *[location of delivery]* upon Seller's receipt of the purchase price from Purchaser.

### **4. Purchase Contingency**

**4.1 Veterinary Examination.** Purchaser's obligation to purchase the Horse is subject to an inspection and written certification of the Horse by a licensed veterinarian, selected and paid for by the Purchaser. Certification shall state to Purchaser's satisfaction that the Horse is in good physical condition and fit for the intended purpose or use contemplated by the Purchaser. Purchaser is responsible to communicate directly with the pre-purchase veterinarian regarding the scope of the examination and any and all results of the examination. Purchaser agrees to permit the Seller, at any time, to review the pre-purchase examination record and any and all diagnostic tests from the examination.

**4.2 Designated Veterinarian.** The Parties agree that the following named veterinarian shall perform the pre-purchase examination on the Horse:

**4.3 Time to Complete the Examination.** From the effective date of this Agreement, Purchaser shall have \_\_\_\_\_ days to complete the examination of the Horse ("Inspection Period"). Failure of the Purchaser to complete the examination during the Inspection Period shall constitute a waiver of this contingency unless the Parties otherwise mutually agreed in writing to extend the Inspection Period.

### **5. Seller's Representations and Warranties**

As of the date of this Agreement, the Seller makes the following representations and warranties:

**a. Horse's Physical Condition.** As of the date of this Agreement, and to the best of Seller's knowledge and belief, the Horse is currently sound and in good physical condition. Seller is NOT a veterinarian and no reliance shall be made on Seller's statement as to the health or condition of the Horse. Seller has disclosed any and all known medical conditions, vices, and medical treatments:

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**b. Veterinary Records and Examination.** Seller has provided Purchaser with copies and/or access to Horse's vaccination records as well as any other records in Seller's possession. If Seller does not have physical copies of veterinary records, Seller has provided name, contact information, and authorization to speak with any and all veterinarians who have treated the Horse throughout the duration of Seller's ownership of the Horse. If Purchaser fails to timely secure documentation and review of said records prior to the execution of the Bill of Sale and transfer of possession of the Horse, Purchaser does so at his/her own peril and waives the right to condition the validity of sale on the basis of non-disclosure of said records.

**c. Horse's Behavior.** To the best of Seller's knowledge and belief, Horse currently exhibits the following behavioral issues:

*[List any known behavior issues ie. cribbing, weaving, rearing, kicking, mounting issues.]*

**d. Ownership of Horse.** Seller warrants that Seller is the sole owner of the Horse<sup>3</sup>, and that the horse is free of any liens or encumbrances and Seller has authority to enter into this Agreement.

**e. Transfer of Possession and Registration.** Upon Seller's receipt of the full Purchase Price, Seller promises to deliver possession of the Horse and provide Purchaser with Horse's registration papers, if any, and documents necessary to transfer registration of the Horse.

**6. Assignment**

No party may assign this Agreement without the prior written consent of the other party.

**7. Governing Law.**

The parties have mutually agreed that this Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of \_\_\_\_\_.

**8. Entire Agreement.**

This document contains the entire pre-purchase agreement between the parties, and there are no other terms or agreements, whether oral or written, not herein stated. Any modification of this Agreement must be in writing, signed by both parties. Upon completion of the terms of this Agreement, a Bill of Sale shall be executed by the Parties.

**SELLER:**

**PURCHASER:**

\_\_\_\_\_  
(Print Name of Seller)

\_\_\_\_\_  
(Print Name of Purchaser)

\_\_\_\_\_  
Address of Seller:

\_\_\_\_\_  
Address of Purchaser:

\_\_\_\_\_  
(Print Name of Seller's Agent)

\_\_\_\_\_  
(Print Name of Purchaser's Agent)

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## USHJA GOALS AND OFFERINGS

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*USHJA offers a wide variety of programs to set goals and help you achieve them with your horse.*

### Hunter

- Hunter Team Challenge
- Green Hunter Incentive
- National Hunter Derby
- International Hunter Derby
- Pony Hunter Derby
- Sallie B. Wheeler/USEF/USHJA Hunter Breeding Championships
- World Championship Hunter Rider (WCHR)
- Amateur Championships
- Young Hunter Pony Championships

### Jumper

- 1.00/1.05m Junior/Amateur Zone Jumper Championships
- Markel/USHJA Zone Jumper Team Championships
- Markel/USHJA Platinum Jumper Championships
- Young Jumper Championships
- Jumper Classic Series

### Equitation

- 3'3" Hunter Seat Medal
- EMO Insurance/USHJA 3'3" Jumping Seat Medal
- Adult 3'3" Jumping Seat Medal
- Gladstone Cup Equitation Classic, Presented by Intermont Equestrian at Emory & Henry College
- Gladstone Cup Equitation Classic for Amateurs

### Multi-Discipline

- Marshall & Sterling Insurance/USHJA National Championships
- Outreach classes, Series, and Festivals
- Zone Horse of the Year
- Zone-specific offerings

### Education

- Lindsay Maxwell Charitable Fund/USHJA Gold Star Clinics
- MZ Farms/USHJA Emerging Athletes Program
- Horsemanship Quiz Challenge and Adult Horsemanship Quiz Challenge
- Webinars
- Directory of Clinics
- Videos and Resources