

Disclaimer: This list is available for informational purposes only and serves as a guideline for potential items to include in equine transaction agreements. The list is neither inclusive nor does it guarantee an enforceable and complete contract. The list is not intended to provide legal advice. You should contact an attorney to obtain advice with respect to drafting any equine transaction agreement.

PRE-PURCHASE/PRE-LEASE TRIAL AGREEMENT

- Clearly establish Parties - full information including contact information and establishment of entity, (i.e., individual, farm, or corporation)
- Detailed Horse Identification
- Define trial period - clearly indicate beginning and ending dates
- Conditions of Trial
 - Example
 - Is there a fee associated with the trial and if so, what are conditions related to the fee (i.e., non-refundable even if trial period terminates early, deductible against purchase/lease price if Parties enter into a purchase or lease agreement at the conclusion of the trial period, etc.)?
 - Does the owner require the horse to be insured during the trial period and at whose expense?
 - Which party is financially responsible for maintenance of horse (board, feed, medical or farrier care, etc.) during the trial period?
 - Are there use, access or travel restrictions placed on the horse during the trial period (i.e., how the horse is used, who is permitted to ride/handle, where is the horse maintained, can it be transported, etc.)?
- Governing Law
 - Example:
 - Under which state's laws will the contract be interpreted if there is legal action as a result of the contract?

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