

On-Site Trainers: What Barn Owners Need To Know

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If you offer boarding services at your barn and have thought about enlisting a local instructor to teach lessons to your boarders, there are several things you need to consider before the trainer begins teaching lessons on your property. Read on for Leone Equestrian Law's tips for hiring an on-site trainer.

Independent Contractor vs. Employee

It's important to determine if this trainer will provide their services as an independent contractor or an employee. [This article](#) can help clarify the differences between those two positions. 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. In many instances, outside trainers who provide their training services on someone else's property are engaged as independent contractors. With this in mind, we'll make the following recommendations for working with a trainer as an independent contractor.

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.



If you're considering hiring an on-site trainer, there are several steps you should take to protect yourself legally and to ensure a mutually beneficial experience.
Photo by [Jump Media](#)

We suggest that the release include a provision that identifies that boarders have the opportunity to schedule riding lessons with the name of the 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.

We also suggest that the barn owner have the independent contractor sign a release that identifies the 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 independent contractor while they are 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.

Written Agreements

It's also recommended to have a written agreement with the 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.

If 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. 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 the trainer's background and understand 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!

This article originally ran on [Horse Network](#) on July 9, 2020.

Briefly: A Look Back at Leone Equestrian Law Press



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"Can Horse Shows Be Affordable?"

An affordable horse show is an oxymoron, but making a horse show more affordable is not. Entry fees on top of shipping, training, and stall expenses can make the costs exorbitant, especially for riders who wish to show on a regular basis. While horse shows will never be inexpensive, there are ways to minimize costs. Click the button below to read Jessica E. Choper's tips in an article originally written on behalf of Leone Equestrian Law for our website.

[Read the Article](#)

For advice and counsel related to the equestrian industry, contact Leone Equestrian Law at info@equestriancounsel.com.

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.

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