



LIVERYLIST

The UK's #1 Livery Yard Directory

Sample Livery Agreement

The livery agreement below is a guide as to the type of agreement which would be recommended to be made between horse owner and yard proprietor.

This is a guide only and the agreement should be edited to reflect the specific services, facilities, financial agreements and any conditions as made with the yard proprietor and can have elements added or removed as appropriate to make the agreement as concise or simple as required. The items highlighted in bold indicate common areas to be personalised.

When amended and completed with your own particulars and signed by both parties it will form a legally binding agreement. Both the horse owner and yard proprietor should retain a signed copy of the agreement.

The AGREEMENT

This agreement is made on the (*Insert Date*) between the parties (*Insert Horse Owner's Name & Address*) (hereafter referred to as the HORSE OWNER) and (*Insert Yard Proprietors Name and Yard Address*) (hereafter referred to as the PROPRIETOR).

- (1) This agreement relates to livery services as provided for (*insert name of horse followed by brief description - e.g. Maylers Hero 'Donny'- 16.2 hand high bay gelding aged 15years approx. with white blaze and one white sock*) (hereafter referred to as the HORSE.) The owner confirms that the horse is passported through (*Insert passport issuing authority*) and is has the unique equine reference number (*Insert passport number*).
- (2) The HORSE is to be on a DIY (*Amend as appropriate*) livery package at the yard as detailed above for the agreed sum of (*Insert sum in £*) per calendar month. This is payable by the HORSE OWNER to the PROPRIETOR one month in advance by the first of every month (*Or Amend payment details as appropriate*).
- (3) In addition, the PROPRIETOR requests that a security fee of (*Insert sum in £*) be paid upon acceptance of the stable and before arrival at the yard. This is as a damage waiver to cover any shortfall in monthly livery fees, notice period or in the event of damage to the PROPRIETORS land or property by the HORSE OWNER or their HORSE. Without issue during the agreement period, the security fee shall be returned in full upon termination of this Livery Agreement. (*Or Amend payment details as appropriate*).
- (4) Under the terms and services of the above livery type, responsibility of the following care of the horse lies solely with the HORSE OWNER. Any additional services can be requested and supplied by the PROPRIETOR for the relevant changes. Such charges shall be invoiced and due at the end of each month. (*Amend the below as appropriate for livery type and responsibilities either for HORSE OWNER or PROPRIETOR if on serviced livery package*)
 - Daily turnout, bring in and rug changes,
 - Care of stable, bedding and water,
 - Preparation and provision of hay and feed,
 - Grooming, exercise and tack cleaning,
 - Worming,

- Contacting and responsibility of handling for the farrier/ vet etc,

NOTE: In the event of a working livery agreement, additional clauses can be added to take into consideration working days/ hours, limitations and type of work and so on.

- (5) The livery period will start on *(Insert Date)* and continue indefinitely *(Or Amend as appropriate for fixed term or rolling livery agreements- such as training or sales livery)*. If the HORSE OWNER wishes to terminate the livery agreement the HORSE OWNER will inform the PROPRIETOR in writing, no less than one full calendar months' notice *(or Amend as appropriate)* before they wish to terminate the contract. The HORSE may be moved from the yard during this time but a full period of notice must be paid in full as per the agreed livery fees and the HORSE OWNER forfeits all rights and privileges associated with their livery agreement upon departure of the HORSE from the yard unless agreed otherwise.
- (6) In the event that livery fees go unpaid for more than three months *(or Amend as appropriate)* after monies are first due the PROPRIETOR reserves the right to begin legal proceedings to recoup costs, or to sell the horse or items of tack belonging to the HORSE OWNER in order to recoup costs as long as the HORSE OWNER is notified in writing of the intention to sell at least 7 days before the date of sale. From the monies received from the sale of the Horse, the yard may retain monies adequate to cover any unpaid sums by the HORSE OWNER due under this agreement and the reasonable costs of sale and keep of the horse during this period. Any remaining money shall be returned to the owner within 30 days of sale.
- (7) The PROPRIETOR reserves the right to increase livery fees within reason, and as deemed appropriate, by giving a minimum of 30-days' notice *(or Amend as appropriate)* to the HORSE OWNER in writing. In the event of amendments or increases to livery services or fees a new contract should be agreed between PROPRIETOR and HORSE OWNER, or this one amended as necessary and signed and dated by both parties.
- (8) The PROPRIETOR agrees that they shall at all times during the period of livery provide a safe and suitable environment for the horse to be kept and any agreed services in an efficient and professional manner which meets the welfare needs of the HORSE and in so doing will exercise all the skill, care and diligence that might be expected.
- (9) Facilities and The Yard:
 - (9.1) Throughout the term the PROPRIETOR shall give the HORSE OWNER access, during reasonable business hours of the Yard, to the Horse and all premises where the Horse is kept,
 - (9.2) The HORSE OWNER shall observe any rules or requirements relating to those premises as notified to the Owner by the Yard.
 - (9.3) All droppings shall be removed from all riding areas and yard areas by the HORSE OWNER,
 - (9.5) The HORSE OWNER shall wear suitable clothing and footwear at all times whilst riding and on the yard,
 - (9.6) The HORSE OWNER agrees to advise the PROPRIETOR if the horse is to be absent from the yard for any period of time and to advise them of when the horse will return to the premises.
 - (9.7) No children under the age of 16 shall be allowed onto the yard unless fully supervised by the HORSE OWNER.

(Insert/ amend as required to reflect terms of agreement)
- (10) It is the responsibility of the PROPRIETOR to ensure that all horses and persons on the yard are suitably insured through their own third party insurance *(or Amend as appropriate)*. However, the HORSE OWNER must ensure that the HORSE is suitably insured for third party liability and any activities they wish to partake in. The PROPRIETOR reserves the right to request a copy of the HORSE insurance certificate at any time.
- (11) In the event that the HORSE or HORSE OWNER causes any damage to premises, fixtures or items owned by the PROPRIETOR without any reasonable cause, the PROPRIETOR reserves the right to pass any

reparation, maintenance or associated costs to the PROPRIETOR or to retain this from the security fee upon termination of this contract.

(Insert/ amend as required to reflect terms of agreement)

(12) Veterinary and Other Services:

(12.1) It is the responsibility of the HORSE OWNER to ensure that the HORSE is suitably shod, or feet in a suitable condition, at all times.

(12.2) It is responsibility of the HORSE OWNER to ensure that the HORSE is fully vaccinated- as required- for Equine Influenza and Tetanus. The PROPRIETOR reserves the right to request a copy of the HORSE vaccination certificates at any time.

(12.3) The cost for all veterinary, farriery and alternative treatments lie solely with the HORSE OWNER.

(12.4) The HORSE OWNER agrees to abide by the worming programme as laid out by the PROPRIETOR. The responsibility of the worming costs lies solely with the HORSE OWNER.

(12.5) In the event that the PROPRIETOR believes the HORSE is in need of emergency farrier or veterinary treatment they reserve the right to contact their own veterinary surgeon or farrier to undertake treatment provided that the PROPRIETOR has made all reasonable attempt to contact the HORSE OWNER and their preferred farrier or veterinary surgeon before this decision is made. The responsibility of any arising costs lies solely with the HORSE OWNER.

(12.6) If the PROPRIETOR believes at any time that the HORSE is not receiving the necessary care or attention from the HORSE OWNER in terms of diet, handling, welfare or suchlike they reserve the right to inform the HORSE OWNER in writing of their concerns. Following no change in procedure, the PROPRIETOR shall inform the HORSE OWNER in writing of their intention to intervene with the horses care. The responsibility of any arising costs lies solely with the HORSE OWNER.

(Insert/ amend as required to reflect terms of agreement)

(13) The HORSE OWNER agrees that if a VETERINARY SURGEON advises IMMEDIATE slaughter of the HORSE to prevent further suffering in the case of severe injury or illness and the OWNER cannot quickly be contacted the PROPRIETOR may follow professional advice and give permission to the veterinary surgeon on the OWNER'S behalf.

(14) Upon arrival of the HORSE at the livery yard, the PROPRIETOR shall be provided with a copy of the current vaccination certificate, a copy of the passport, a 'Horse Details' form (including emergency contact details and preferred equine professionals) and any other documents as requested. ***(Or Amend as appropriate)***.

(15) Two copies of this agreement shall be copied, one to be retained by the PROPRIETOR and the other by the HORSE OWNER. No changes may be made to the terms of this agreement unless made by prior written agreement between the PROPRIETOR and HORSE OWNER.

Signed

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(THE HORSE OWNER'S NAME PRINTED HERE)

.....

(THE PROPRIETOR'S NAME PRINTED HERE)

IMPORTANT

This information as provided above is intended to provide guidance and areas for consideration for those intending to enter into such arrangements. Anyone proposing to enter into such a written agreement should take consideration and their own legal advice as to their particular circumstances.