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.

The sample 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.

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).

This agreement relates to livery services as provided for (insert name of horse followed by brief description - e.g. Donny - 16.2 hand high bay gelding aged 15 years approx. with white blaze and white sock) (hereafter referred to as the HORSE.) The owner confirms that the horse is passported through (Insert passport issuing authority) and has the unique equine reference number (Insert passport number).

The HORSE is to be on a DIY/ Part/ Full/ Grass/ Working (Delete as appropriate) livery basis 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).

(1) Under the terms and services of the above livery type, responsibility of the following care of the horse lies solely with the HORSE OWNER (Amend as appropriate for livery type and responsibilities)
  • Daily turnout, bring in and rug changes,
  • Care of stable, bedding and water,
  • Preparation 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.

(2) The livery period will start on (Insert Date) and continue indefinitely. 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 month's notice 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.

(3) In the event that livery fees go unpaid for more than three months after monies are first due the PROPRIETOR reserves the right to sell the horse or items of tack 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 such sums as cover of any unpaid sums due under this agreement and the reasonable costs of sale. Any remaining money shall be returned to the Owner within 30 days of sale.

(3) 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

(4) Facilities and The Yard:

(4.1) 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,

(4.2) The HORSE OWNER shall observe any rules or requirements relating to those premises as notified to the Owner by the Yard.

(4.3) All droppings shall be removed from all riding areas and yard areas by the HORSE OWNER,

(4.4) All jumps must be put away when finished with.

(4.5) The HORSE OWNER shall wear suitable clothing and footwear at all times whilst riding and on the yard,

(4.6) 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.

(4.7) 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)

(5) It is the responsibility of the PROPRIETOR to ensure that all horses and persons on the yard are suitably insured with at least third party insurance. However, the HORSE OWNER must ensure that the HORSE is suitably insured for third party liability and any activities they wish to partake in.

(6) Veterinary and Other Services:

(6.1) It is the responsibility of the HORSE OWNER to ensure that the HORSE is suitably shod at all times.

(6.2) It is responsibility of the HORSE OWNER to ensure that the HORSE is fully vaccinated - as required - for Equine Influenza and Tetanus.

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

(6.2) 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.
(6.3) In the event that the PROPRIETOR believes the HORSE is in need of 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 before this decision is made. The responsibility of any arising costs lies solely with the HORSE OWNER.

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

(12) The OWNER agrees that if a VETERINARY SURGEON advises IMMEDIATE slaughter of the HORSE to prevent further suffering in the case of severe injury and the OWNER cannot quickly be contacted the BORROWER may give permission to the VETERINARY SURGEON on the OWNER’S behalf.

(13) No changes may be made to the terms of this agreement unless made by prior written agreement between the PROPRIETOR and HORSE OWNER.

Signed

...........................................................................................................  (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.

© Livery List 2015