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**Planning for the new year regarding your horse business:**

**Feed/Agister's Liens**



*(Photo by iStockPhoto.com)*

The NAES web site pages dealing with feed liens (often called Agister's liens), continue to receive lots of hits. I also receive a number of calls indicating there are many “dead beat” boarders.

The boarding business can be rewarding but when even one boarder doesn't pay their bill, profits and “fun” both go out the window.

Here are some simple guidelines:

1. Always get paid one month, at least, in advance.
2. Always get a signed contract by the horse's owner, (not just the agent), before allowing the horse in.
3. The horse's owner must have livestock mortality insurance in effect for the time the horse is in your care.
4. You need CCC insurance; (Care Custody & Control)...don't be cheap, it's good protection for your business and peace of mind.
5. If the boarder leaves under adverse circumstances and allows it, you need to pay for a health exam showing the horse was in great shape when it left your care. Then if the unhappy boarder claims some physical problem stemmed from your care you have a document from the vet stating the animal was healthy when it left your place.

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## Boarding Contracts



*(New Jersey Stable - Photo by NAES)*

Keeping your boarders as “friends” does not mean you don’t have them sign a binding boarding contract. If they protest just say that the CPA/attorney said you “must get all boarders to be contractually bound.”

No one WANTS to sign your boarding contract before the horse moves in and no one WILL sign one after there becomes a problem with the customer or their horse.

A rule to the wise is to never allow a horse to board, even temporarily, unless they have signed a boarding contract; it just protects your interests and theirs.

Some points to include in the agreement:

1. Normal amounts of feed, (they pay for anything out of the ordinary).
2. Normal wear and tear to the stall or barn is not their responsibility but out of the ordinary damage caused by the horse or guests of theirs IS their responsibility.
3. All bills are payable IN ADVANCE.
4. The boarder MUST leave checks for the blacksmith and veterinarian.

If the boarder uses a different vet than yours there must be a provision that you call their vet first; if unavailable then you call your veterinarian with the provision that the boarder is responsible for the ensuing charges.

## Lease Agreements



*(Photo by i-StockPhoto.com.)*

I need to remind you that while I am NOT an attorney, I constantly see the results of not being properly protected by good contracts. The next is a classic case in point.

You lease your prized show horse to a friend who promises to maintain mortality insurance and perhaps even signs a contract to that affect. What’s to guarantee to you, the owner, that there is insurance? Answer...NOTHING!

What you MUST do in a case such as the above is that YOU obtain the insurance then stipulate in the contract that the whole deal is off if they don’t immediately reimburse your insurance costs. In fact, I wouldn’t even let the horse leave your farm without being paid for the insurance.

Horse-related agreements all seem to overlap. The idea should always be to protect your interests as a conscientious business person would. Be warned, however, that if your prospective boarder, buyer or lease signer doesn’t see it your way, you may have a potentially problematic customer down the road.

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## **Dave's Disclaimer...**

**(No it's not a "cop out" I just don't want to be sued because I left something out)**

The thoughts expressed above in no way encompass all the situations that could pop up in your businesses. My considerations really focus on the problems I am presented with every day. For more complete help always consult your attorney. In short, think like a Boy Scout and always "be prepared."

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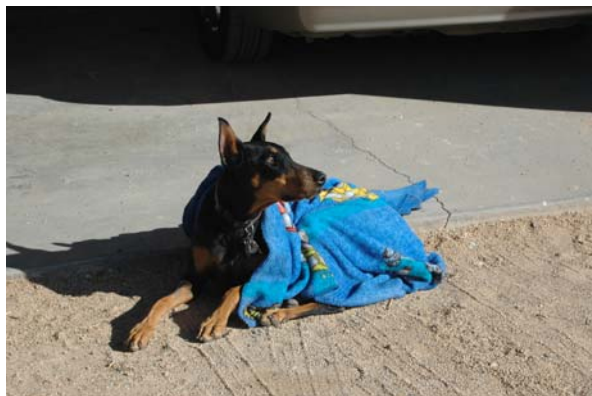
## **Colonel "Icy's" Thoughts as Esp'd to Dave**



*(Photo by NAES)*

Being with Dave is very good since I get to ride in the big metal thing, (the car). It's also starting to get cold here, (Phoenix), but Dave puts a big coat on and I get warmer but I still guard good.

There are so many humans who like to pet me and I know they are friends of Dave and the other humans who are with Dave lots, (Birgitte and Tony are NAES employees). I like to guard them, too plus the nice person who is in the big white metal thing, (FED X lady, Amy).



*(Photo by NAES)*

There is one problem, though...there is this little furry thing that is very mean to my nose... (Cats have sharp claws). Dave gets mad when I bark at it...but I don't think it likes me very much.

(I'm training "ICY" to get along with the cat that adopted us last month...wish me luck).

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## **Commentary from Dave**

**This third quarter's newsletter was delayed one month since next year's first issue will include a recap of the NAES' Advisory Board's January meeting and thought's from the 2007 USEF Convention in Louisville, KY; I'm currently serving on the Breeder's Committee.**

**NAES has grown much since we started over 15 years ago and with your help and sound advice from our Board we plan to carefully plan our future.**

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## **About Dave Johnson**



*(Photo by NAES)*

**Dave is still an active horse show judge and, when time permits, continues teaching at his wife's nationally known stable, Willoway Farm, Inc., in Phoenix, Arizona.**

