

# USHJA OWNERS RESOURCE GUIDE

PHOTO: EQUI-FIT / HUNTER MESSINEO

UNITED STATES  
HUNTER JUMPER ASSOCIATION



The USHJA Owners Committee created the Owner’s Resource Guide, which is designed to help you, as a horse owner, make educated decisions and assist you in enjoying your experience with horses. This guide supports the vision that the welfare of the horse is paramount in our sport and an educated and engaged owner has a role in assuring this outcome.

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### The Rewards of Horse Ownership

To the casual observer, the rewards of owning a horse may not be apparent. For those of us who have had the honor and privilege of ownership, we know differently. Whether you have owned one or 100 horses, you know that the rewards of this great partnership between human and equine are often too great to list and too moving to express.

For children the true rewards may not be seen until later in life when they look back on their youth and fondly remember the long hours at the barn grooming, bathing, feeding and spoiling their friend. They will look back on those times and see how much ownership of their horse or pony shaped their adult lives. Horse ownership will teach responsibility, priority management, compassion and other character strengths too numerous to mention. Children will learn to appreciate the people around them that help make their dreams a reality. They will form lifetime friendships and networks based on a passion for horses. View [An Educator’s and Parent’s Guide to Riding](#) to learn more.

For the adult owner the rewards are similar, but often felt differently. Between a career and often a family, it may seem that there is no time for anything else. When you own a horse you make the time. You make the time to ride, groom, and care for your new family member. Time with your horse is time that often cannot be explained to anyone who has never owned a horse. It is the serenity, challenge and reward of time spent with and showing your horse. The friends you make at both the barn and at shows will often last a lifetime. It is a community built around a passion for horses.

Horse ownership can also be a business venture. Time and money spent on your horse may increase the value of your horse. As you or your rider move through the levels of competition it is often necessary to sell your horse and buy another one that is more suited for new goals. Buying and selling horses can be personally and financially rewarding. There are numerous opportunities either through individual or syndication partnerships to realize both competitive and economic goals.

This guide is designed to help you, as a horse owner, make informed decisions and assist you in enjoying your experiences with horses.

## **Welfare Code of Practice American Horse Council**

American society has grown away from its agrarian roots of only a few generations ago. The horse, which was once a staple of American agriculture and general transportation, is now used primarily for breeding, competition, sport, recreation and entertainment, although there are still many horses used for work on farms and ranches, and in urban areas and exhibitions.

The horse industry is committed to the safety, health, care and welfare of all horses and to always “Put the Horse First.”

We address equine welfare and responsible care (1) by supporting a uniform Code of Practice regarding the responsible breeding, training, competing, care, use, enjoyment, health, transportation, and retirement of horses; and (2) by initiating communication with the public, the media, federal and state officials and within the horse community regarding these issues.

### **Our Commitment to all Horses and the Horse Industry**

**WE ARE COMMITTED** to the dignity, humane care, health, safety and welfare of horses in all our activities and care. These are our highest priorities. We are the stewards of our horses and must be firm in the standards and practices that guide us. Our first principle is: The welfare, safety and stewardship of the horse is the guiding principle in the decision-making process for all segments for the horse industry.

**WE ARE COMMITTED** to promoting responsible breeding practices and to produce better horses, not just more horses.

**WE ARE COMMITTED** to responsible training techniques. All training should be done with the maturation and ability of the horse considered. Horses should be prepared for competition with proper training and conditioning methods. Excessive disciplining methods, whether in stables, training areas, or during competition, will not be tolerated.

**WE ARE COMMITTED** to educating owners, trainers, veterinarians, competitors, exhibitors and recreational riders to ensure that they know and respect their horse’s abilities and limits, and their own, so as to not push the horse or themselves beyond their ability level.

**WE ARE COMMITTED** to horse owners and caretakers ensuring horses in their care are current on vaccinations and following best practices to minimize infection and disease. When a disease outbreak occurs horse owners and events must act quickly and responsibly, monitor the horses, report the outbreak to, and cooperate with, veterinarians, authorities, facility management and all stakeholders to bring a rapid resolution to the outbreak.

**WE ARE COMMITTED** to ensuring that our horses will have an opportunity to transition to additional careers, uses or activities as the need arises. When necessary, owners and veterinarians may have to consider end-of-life decisions. The welfare, safety and dignity of the horse must continue to be the guiding principle in deciding how and when to provide a humane death.

**WE ARE COMMITTED** to being transparent about our activities in order to ensure the public, the media, federal, state and local officials and the various segments of the horse community understand what we do, why we do it, and support it. [www.horsecouncil.org](http://www.horsecouncil.org)

## USHJA Member Code of Conduct

As members of the USHJA, we recognize our role in furthering the hunter and jumper sport by holding ourselves to the highest ethical standards. We further agree:

- To adhere to the rules and standards set forth by the USHJA and the USEF and to work to further their goals and objectives.
- To ensure that the welfare of the horse is the foremost consideration and that every horse shall be treated humanely, with dignity and compassion.
- To conduct all business affairs with transparency; to promote confidence among equestrians and the public in the hunter/jumper industry.



PHOTO: USHJA / ROBBIE MEISEL

## Selecting a Trainer and Other Sport Professionals

The sport of hunters and jumpers is a team sport. In addition to our horses and riders, the team will have a group of support professionals which will include trainers, veterinarians, farriers, grooms, and even sport psychologists. The owner, rider, and trainer head up this team.

Selecting a trainer is the most important decision you will make as an owner. Take your time and do your due diligence. Select an individual that fits your goals and personality. Evaluate the various trainers as you would any other advisor. Go to horse shows and talk to parents, riders, and other participants.

Watch a potential trainer school a child or adult for the show ring. Observe both the rider's performance and the trainer's pre and post performance feedback. Also, get a feel for the culture of the barn and if that would be a suitable fit for you.

The trainer's skill as both a rider and horseman will also impact your decision. If you plan to have the trainer show your horse for you, watch him or her compete on other horses. Take notice of the care and condition of the trainer's current horses. Select a trainer who will keep you informed about your horse's program and is open in discussing their preparation and medication philosophy and routines.

Determine if the trainer you are considering is [USHJA certified](#).

Realistically evaluate the level at which you want to participate in horse ownership along with the resources necessary to do so. Understand a potential trainer's fee structures, ask for a written fee schedule, and set a realistic budget. When setting your budget, remember to include all the initial purchase items such as tack and equipment and ongoing maintenance such as board, farrier, vet, and insurance. Horses are an investment in yourself and your enjoyment, and this is the greatest return on your investment.

Once you have selected a trainer or riding program, allow the professionals on your team to do



their jobs. Stay informed, but allow them to do what you hired them to do which is to provide expert advice and skills.

If your goals change and you feel you need a change of trainer, have an open and honest discussion with your trainer and be clear concerning your intentions.

Pay your bills to all providers in a timely manner.

## Purchasing Your First or Next Horse

There are varied reasons to purchase a horse or pony. You might be looking for one for yourself, or your child, to ride and show. You may want to buy a young horse to develop into a prospect for you to compete at a future date. Or, you might be looking for a young horse to be trained and shown by a professional as an investment, or for the sport of watching your horse compete.

Always keep in mind that this purchase is a commitment to a noble animal. It is your responsibility to be an educated and involved owner. Please refer to the [Horse Welfare Guide of the USHJA](#) for reference articles and pointers to help you fulfill your obligations in this wonderful partnership.

The cost of horses varies depending upon level of performance, innate talent, show record, vet issues, and age. Discuss your budget with your trainer or agent and do not try horses that are not within your budget. Clarify commission fees and costs involved in the search process. (Generally, commissions range from 10-15% of the purchase price.) When buying and selling horses, a reputable trainer will stand behind the horse they sell you to ensure it is a good fit for your needs and to help you find a solution should the horse not work out as expected. Be familiar with the USHJA Sales Integrity Program which is described at the end of this segment.

Remember, you are looking for a unique individual not a commodity so keep in mind the following possibilities when searching for a new horse:

- “Bringing along” a young horse or pony offers the reward of watching the youngster develop into a possible champion. This is usually a long-term process so be sure it fits your show goals.
- Rescuing a horse that is no longer suitable for his current job (e.g. a thoroughbred racehorse) and re-training him to do a job for you is a rewarding option. This also can be a long term process.
- A horse at the peak of his successful show years affords the owner the pride and satisfaction of owning and riding a champion. This will probably be the most expensive option.
- An older, “Schoolmaster,” usually over 15 years of age, offers the reward of having him teach you the ins and outs of riding and horsemanship. With the older horse comes the responsibility to retire him properly when his career comes to an end. Do not abandon an older horse to questionable circumstances. He may end up at a sale where he is sold and shipped long distances under dangerous circumstances to be inhumanely slaughtered for meat. If you are unable to finance an appropriate retirement arrangement for your horse, it is your responsibility to see that he is humanely destroyed. Find out more about [Equine Retirement Facilities](#).



PHOTO: USHJA / ROBBIE MEISEL

## The Trial Process

Trying a horse is a fun and exciting process. This is the step in the purchase where you rely heavily on your trainer's expertise to find you the best horse for your needs. Your trainer or agent brings years of experience and networking resources to the process of finding your new horse. If you have chosen this member of your team wisely, they will have the expertise to evaluate your goals and the abilities to find a suitable horse within your budget.

Do not waste time and energy trying a horse that is out of your price range or level of ability. Keep an open mind and do not rule out a horse that is not attractive enough in your estimation. Personality and fit are often the most important characteristics of a rewarding match.

You may have to travel to try the horse at another barn or horse show. If you are fortunate, you may be able to take the horse on trial for a few days or weeks. If not, go back and try the horse again another day and in a different ring, if possible. Confirm that your trainer has made inquiries about the horse and its experience. Do your due diligence and [confirm](#) the horse's show record with the USEF.

If you do take the horse on trial, you may be expected to have an insurance binder on the horse, as well as being responsible for any vet and farrier bills that may be incurred during the trial. You will probably pay transportation costs to and from your farm, and boarding expenses while he is there. If you decide to return the horse, return him in the same or better condition than you received him.

The sale of a horse is not final until the funds have been transferred to the former owner or his

agent. Therefore, there is always the possibility that if funds are not transferred in a timely manner the horse may be made available to other prospective buyers.

## The Pre-Purchase or Pre-Lease Vet Exam

Before leasing or purchasing, you should have a vet perform a pre-purchase exam on the horse. The extent of that exam will vary according to the intended use, price, and your trainer's and your comfort level with how much information you will need to make a decision. Each owner and trainer team has a different "comfort zone" on problems that come up on the pre-purchase exam. Many vetting issues can be managed with proper maintenance. Very few horses vet perfectly. The ideal "first horse" for a beginner, probably an older one, may be able to live a comfortable and useful life despite numerous vetting issues.

Whenever possible, attend the exam yourself along with your trainer. It is important the vet is clear on what level of performance will be expected of the horse. Ask to receive a written vet report and go over it with your trainer. Be aware of any maintenance that may be required to keep the horse sound and healthy. If you are leasing the horse, understand that you are expected to treat him as though you own him. At the end of the lease, plan to return him in the same or better condition than you received him.

## Notes on Purchasing a Horse Outside of the United States

- It is not uncommon to purchase a horse from Europe, Canada, South America, or actually anywhere in the world. Often the procedures for purchasing will be a little different than what has already been described.



- It is customary that your trainer will have developed partnerships with agents in other countries. These agents are very knowledgeable about what horses are available in their areas.
- Once a horse has been found that will serve your purposes, you may decide to go and try the horse, or in fact, purchase the horse without a trial.
- The same procedures for vetting and agency and sale documentation should be followed.
- Don't forget to factor in the currency exchange rate when discussing purchase prices.
- Keep in mind that there will be flight costs and possibly quarantine expenses associated with purchases out of the country.

## Notes on Leasing Rather than Buying

- Due to various circumstances you may choose to lease a horse rather than buy.
- Since leasing is factored at approximately one-third to one-half of the purchase, price this can be an opportunity to show the quality of horse that would be outside your current budget. It also is a good solution for a rider staying in a certain division for a limited period of time.
- The process is almost identical to the purchase process and should be treated with the same diligence. There will be a lease document that describes the terms and conditions of the lease of this particular horse.
- A leased horse should be treated with the same care and respect as a horse you would own. He should be returned to his owner in the same or better condition than when you acquired him.

PHOTO: USHJA / ROBBIE MEISEL



## Sales Integrity Program of the USHJA

The mission of the USHJA Sales Integrity Program is to educate owners as to standard practices for the sales, and leasing of hunters and jumpers. It principally outlines what documents should be in place when purchasing a horse and the criteria that should be covered in the documents. The program encourages full disclosure to the buyer of all participants in the sale, any dual agencies, and any information as to the health of the horse. The guidelines are designed to help owners feel confident in the sales process.

### Agency Agreement (sample agreement at end of guide)

If you use a trainer or another professional to help you purchase a horse, you should have a signed agency disclosure agreement that specifies what each person is responsible for in the transaction. This document will clarify expectations and commission structures. Customary commission scale is 10%-15% of the purchase price.

### Written Vet Report

The owner should discuss firsthand, with both the trainer and the vet, the findings from the pre-purchase or lease exam. Owners should be given a written vet report before funds are transferred in the sale.

### Bill of Sale (sample bill of sale at end of guide)

The bill of sale should include all of the following information:

- Full description of the horse

- Statement that title to horse is free from liens and encumbrances.
- All commissions and remunerations in the transaction signed by both purchaser and owner (and all agents) with full contact information. If the horse has a passport, breeding records, permanent measurement card, USEF/USHJA lifetime registration, or any affiliate registrations, they should be transferred to the new owner to register the horse in his/her name with both the [USEF](#) and the [USHJA](#).

## Show Day Expectations

### Levels of Competition:

#### Unrated

Local or schooling shows. Many are recognized and governed by your local organization (e.g. Ohio Hunter and Jumper organization) and count toward that organization's year end awards.

#### Rated

These can be local or national. They are sanctioned by the United States Equestrian Federation and governed by their rules and regulations. The points will count for National and Zone awards. Local shows may also be recognized by your local organization and count for their year-end awards

#### AA

They are the premier shows for the USEF and are held to higher regulations regarding prize money and number of classes per division.



PHOTO: SHAWN MCMILLEN

### Helpful Show Tips:

- Always put the welfare of the horse first
- Know your rights and responsibilities for entries and the [drugs and medications rules](#).
- Be aware of your horse's program and his medication routine.
- Discuss the paperwork and checks that are needed to enter a show.
- Show your appreciation to the support staff.
- Be courteous and respectful in the schooling ring and to the horse show staff.
- Create and maintain good communication with your trainer as to the career strategies for you and your horse.
- Sportsmanship is the foundation of our equestrian sport.



PHOTO: EQUISTI-SOL

## Organizational Opportunities Requiring Membership

[United States Equestrian Federation](#)

[United States Hunter Jumper Association](#)

[World Championship Hunter Rider Program](#)

[North American League](#)

[ASPCA- Maclay Championship](#)



# SAMPLE Bill of Sale

This BILL OF SALE is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ (“Seller”) has sold the horse described below and called \_\_\_\_\_ - \_\_\_\_\_ to \_\_\_\_\_ (“Buyer”) for the consideration of the purchase price of \$\_\_\_\_\_.

[Insert a full description of the horse, by including color, gender, height, markings, tattoos, or other distinguishing characteristics, and registration number(s), or by reference to and attachment of a copy of relevant passport pages or registry papers as an exhibit to the Bill of Sale.]

## BUYER AND SELLER MUTUALLY AGREE AS FOLLOWS:

- 1) Seller warrants that (a) he has full power to sell the horse; (b) title to the horse is free and clear from liens and is unencumbered; and further, (c) he will defend the same against the claim or claims of persons whomsoever.
- 2) Seller makes no additional express or implicit representations as to the soundness, health, conformation or fitness for particular purpose of the horse and Buyer accepts the horse “as is”. Buyer has had the opportunity to have a pre-purchase exam performed by a veterinarian at Buyer’s option and expense.
- 3) The risks and responsibilities of ownership shall transfer to Buyer as of the signing of this Bill of Sale.
- 4) Transfer of title to the horse shall be conditioned upon, and effective as of the date of, receipt by Seller of funds in the amount of the total purchase price.
- 5) This Bill of Sale represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are made or included unless specifically stated in writing and signed by both parties.
- 6) No commissions or other remuneration have been paid in connection with the sale described herein other than to agents listed below.
- 7) This Bill of Sale, the enforcement and interpretation hereof, and the transactions contemplated herein shall be governed by the law of the State of \_\_\_\_\_.

Date \_\_\_\_\_

Date \_\_\_\_\_

Signature of SELLER \_\_\_\_\_

Signature of BUYER \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Remuneration or additional commissions paid: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Agent for SELLER \_\_\_\_\_

Agent for BUYER \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

## SAMPLE Agent Disclosure Agreement

**THIS AGENT DISCLOSURE AGREEMENT (“AGREEMENT”)** is executed and made effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“AGENT”) and \_\_\_\_\_ (“BUYER”).

### RECITALS:

A. BUYER is a prospective buyer of a horse(s) at \_\_\_\_\_ suitable for \_\_\_\_\_.

B. AGENT is an independent contractor who has expertise in the horse business, including the purchase and sale of horses and who desires to act as BUYER’S agent in the purchase of a certain horse(s).

C. BUYER is willing to retain the services of AGENT as a buyer’s agent, subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, for good and valuable consideration set forth below, AGENT and BUYER hereby agree as follows:

1. AGENT acknowledges that AGENT acts as BUYER’s fiduciary with respect to its obligation under this AGREEMENT. The following acts or omissions, but not limited to these acts and omissions, shall constitute a breach of AGENTS fiduciary duties to BUYER: (a) communicating any false or misleading information to BUYER regarding any horse under BUYER’s consideration as recommended by AGENT; (b) failing to disclose to BUYER the true price at which any horse under consideration by BUYER has been offered for sale; (c) entering into any other agreement with any person with respect to any transaction involving the sale of a horse to BUYER, other than an agreement which has been fully disclosed to BUYER and which BUYER has consented to in writing; or, (d) failing to disclose to BUYER any ownership interest of AGENT in any horse BUYER has under consideration; (f) otherwise acting in any manner contrary to the best interests of BUYER.

2. AGENT further acknowledges to BUYER that AGENT understands his duty to disclose to BUYER any adverse interests AGENT has in a transaction concerning the subject matter of this AGREEMENT, including but not limited to disclosing any other person AGENT is acting on behalf of and any compensation AGENT is being paid. Accordingly, AGENT hereby declares that: [INITIAL THE APPLICABLE PROVISIONS]

(i) \_\_\_\_\_ AGENT is employed by the following person(s) \_\_\_\_\_ in a transaction concerning the subject matter of this AGREEMENT and is being paid the following compensation \$ \_\_\_\_\_: or

## SAMPLE Agent Disclosure Agreement (continued)

(ii) \_\_\_\_\_ AGENT is not employed by any other person in a transaction concerning the subject matter of this AGREEMENT and is not being paid any additional compensation other than that expressly mentioned in this AGREEMENT; or

(iii) AGENT has a \_\_\_\_\_ % ownership interest in the horse.

3. AGENT remuneration, unless otherwise disclosed in this AGREEMENT, for AGENT's services in connection with the purchase of any horse by BUYER during the term of this AGREEMENT shall be a commission of \_\_\_\_\_ percent of the purchase price of the horse, such commission to be paid by BUYER to AGENT upon completion of the purchase transaction as detailed in the conditions of sale by the auction company. Agent shall be paid \_\_\_\_\_ per day and up to \_\_\_\_\_ for expenses by BUYER for advice during the term of this Agreement, notwithstanding whether any horses are purchased by BUYER.

4. AGENT further acknowledges that failing to disclose and receive consent from BUYER for any adverse interest AGENT may have a transaction concerning the subject matter of this AGREEMENT, including but not limited to acting as a dual agent, may constitute fraud and subject AGENT to civil and criminal prosecution.

5. BUYER hereby retains the services of AGENT as buyer's agent for the purposes of locating a horse(s) meeting the specific requirements of BUYER and negotiating the terms of any purchase by BUYER.

6. AGENT shall use AGENT's best efforts on behalf of BUYER to locate a horse(s) and to assist in the purchase of such horse(s) desired by BUYER at the lowest price that can be obtained at the lowest price offered by the seller(s) thereof.

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT, effective as of the date first written above.

**AGENT:**

**BUYER:**

\_\_\_\_\_

\_\_\_\_\_



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