



Horse Agistment Agreement

This Agreement is made the day of between Jairaj Rajaram

Agistor/Landholder name Jairaj Rajaram 52-54 Peak Drive Harkaway 3806 phone number 0450576123 ("the Agistor") and Horse owner name..... ("The Owner")
phone number..... email.....

Whereby the Agistor agrees to agist the Owner's horse or horses identified below ("the horse") at the Agistment property at address 2061 Hessel Road Harkaway 3806 on the conditions set out below.

1. The Owner agrees to pay all the Agistor's agistment and other charges as detailed below, which will be rendered and payable monthly. Interest at 2% per month is payable on accounts that are 30 days overdue.
2. Agistment fee is \$110.00 per horse per calendar month. Payment is due on the 1st day of each month.

Payment Options: - Direct debit, Cash or Cheque.

All fees and charges are subject to change at the discretion of the Agistor with 30 days prior notice given to the owner of the horse.

3. Failing to pay Agistment fees or charges, the Owner gives the Agistor a lien over the horse and progeny for payment of the agistment fees and all other charges and expenses which the Owner must pay under this Agreement. This means that the Owner may not remove the horse or its progeny from the property while any part of this Agreement is NOT fulfilled.
4. The Agistor may sell the horse and/or its progeny at public auction or by private sale, to recover any monies unpaid for 60 days after the Agistor has sent the account.

The Owner irrevocably appoints the Agistor as the Owner's attorney with power to sell the horse and/or its progeny and to sign all transfers and other documents and do everything necessary to effect and complete the sale and to receive the purchase price and credit it towards the costs of sale and all monies owing.

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5. The horse is at the Owner's risk at all times. It is the Owner's responsibility to insure the horse and any progeny against all risks while they are at the Agistment property or being transported to and from the property. The Agistor shall not be responsible for any disease, accident, illness or injury howsoever caused or arising to the horse whilst transporting to or from the Agistment property, or at the property.
6. The owner of the horse is responsible for feeding and welfare of the horse at all times.
7. The Owner must notify the Agistor immediately the Owner becomes aware that the horse suffers or has been in contact with any significant or notifiable sickness, disease or injury. Veterinary services for the horse and/or progeny may be provided at the discretion of the Agistor in consultation with the Agistor's veterinarian. The Owner will pay all veterinary and other charges incurred while the horse is at the Agistment property.
8. Riding of horses on the Agistment property will be permitted UNDER STRICT RULES. The owner must at all times take full responsibility for any injury to themselves, friends and relatives and their horse when riding. The Agistor will take NO responsibility for any injury to rider or horse. The owner must at all time wear approved safety riding gear and the horse must be saddled with full riding gear.
9. For safety reasons, it will not be permitted to ride bareback on the Agistment property.
10. Please Note: Please do not be offended if you are asked to dismount due to violation of the above rules. On request, the rider is to dismount immediately and will not be permitted to ride on the Agistment property until all safety requirements are met.
11. The water supplied will be for the purpose of drinking for the horses and the mixing of horse feed if required. Water can also be used for a quick hose if required.
12. The Owner needs to maintain the paddock in a reasonable condition either by harrowing or by picking up the horse droppings.
13. A deposit of \$20 will be required to be paid for the access gate keys and monies will be refunded on termination of the contract only when the keys are returned to the Agistor.
14. The Agistor/owner can terminate the contract at any time by posting a notice to vacate within 30 days. All dues are required to be paid in full before removing the horse from the Agistment property.
15. Dispute resolution arising in relation to interpretation or performance of (higher value) contracts to be referred to an agreed expert, or one appointed by an agreed industry body, rather than the courts, to provide an efficient process for resolution.

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