



# KELSO EQUESTRIAN

## INDOOR TRAINING CENTRE

### HORSE AGISTMENT AGREEMENT CONTRACT

This is an Agreement for the agistment of \_\_\_\_ horses. Agistment Type/Fee/Rate is: ( \_\_\_\_ \*) \$\_\_\_\_\_/per month (Subject to change at 30 Days Notice). Made the \_\_\_\_ Day of \_\_\_\_ / 2009 Between:  
**Agistor:** KELSO Equestrian Indoor Training Centre, 3 Reservoir Road, Narre Warren North 3804, Victoria, Australia (“the Agistor”).

And:

**The horse owner/trainer** (“the Owner”) whose particulars are: ( PLEASE PRINT )

Business Name (If Applicable): \_\_\_\_\_ ABN: \_\_\_\_\_

Full Name of the Owner: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Contact Telephone: Home: ( \_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_ ) \_\_\_\_\_

Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_@\_\_\_\_\_

Whereby the agistor agrees to agist the owner’s horse or horses identified below (“the horse”) at the Agistment property at 3 Reservoir Road, Narre Warren North, Victoria 3804 for the following period of weeks commencing from the date of this Agreement on the conditions set out below:

- §
- 1) The owner agrees to pay all the Agistor’s agistment and other charges, which will be rendered and payable monthly. Interest at 2% per month is payable on accounts overdue for 30 days.
  - 2) The horse/s is at the Owner’s risk at all times. It is the owner responsibility to insure the horse/s 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 whatsoever caused or arising to the horse whilst transporting to or from the Agistment property or at the property.
  - 3) The owner must notify the agistor immediately the owner becomes aware that the horse/s suffers or has been in contact with any significant or notifiable sickness, disease or injury.
  - 4) 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 charges and other charges incurred while the horse is at the agistment property and irrevocably indemnifies the agistor for these charges.
  - 5) The owner gives the agistor a lien over the horse/s and progeny for payment of the agistment fees and all other charges and expenses which the owner must pay under this agreement. This means the owner may NOT remove the horse/s or its progeny from the property while any part of this agreement is NOT fulfilled by the owner.
  - 6) The agistor may sell the horse/s and or its progeny at public auction or by private sale to recover any monies owed and or unpaid for 14 days after the agistor has sent the tax invoice or account for payment.
  - 7) The owner irrevocably appoints the agistor as the owner’s attorney with power to sell the horse/s and or its progeny furthermore 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 the sale and all monies owing.
  - 8) Any unlawful behaviour and or breach of the Rules and or Regulations of KELSO Equestrian Indoor Training Centre resulting immediately termination /dismissal and the owner need to arrange removal of the horse/s from the property within 7 days after all fees, charges and or damages are paid for.

Owners Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date of Signing: \_\_\_\_ / \_\_\_\_ /2009

Agistor / Proprietor Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date of Signing: \_\_\_\_ / \_\_\_\_ /2009

Witness Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date of Signing: \_\_\_\_ / \_\_\_\_ /2009



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(1)Horse Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Colour: \_\_\_\_\_ Size: \_\_\_\_\_ Gender: \_\_\_\_\_

Any distinguishing Features (i.e. brands, markings, scars etc.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any information regarding horse medical history: \_\_\_\_\_

\_\_\_\_\_

Agistment Type: ( \_\_\_\_\_ \*) applied for this horse.

(2)Horse Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Colour: \_\_\_\_\_ Size: \_\_\_\_\_ Gender: \_\_\_\_\_

Any distinguishing Features (i.e. brands, markings, scars etc.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any information regarding horse medical history: \_\_\_\_\_

\_\_\_\_\_

Agistment Type: ( \_\_\_\_\_ \*) applied for this horse.

### **IN CASE OF EMERGENCY**

Name of next of kin: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ Post Code: \_\_\_\_\_ State: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Mobile: \_\_\_\_\_

Preferred Farriers Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Preferred Veterinarian Name: \_\_\_\_\_ Contact: \_\_\_\_\_

In the event of more horses need to be agisted please fill additional form for each horse.

I have read the attached "Agistment Agreement", "Conditions of Agistment" & "Rules and Regulations of KELSO Equestrian" and I agree to be bound by them.

Horse Owner's Signature: \_\_\_\_\_ Dated: \_\_\_\_\_/\_\_\_\_\_/ 2009



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### CONDITIONS OF THE AGISTMENT:

#### \*AGISTMENT TYPES: (the appropriate number need to be filled in the "Agistment Agreement Contract")

|      |  |                       |
|------|--|-----------------------|
| (1)* | Private Fully Serviced with one feed a day at  | \$550.00,- /per month |
| (2)* | Private Fully Serviced with two feeds a day at | \$600.00,- /per month |
| (3)* | Private DIY at                                 | \$250.00,- /per month |
| (4)* | Shared DIY at                                  | \$200.00,- /per month |

#### ADDITIONAL CHARGES: (Schedule of charges as at 21.07.2009 – all prices include GST)

Horses agisted in shared or private paddocks are entitled to free use of facilities. Use of facilities means use of indoor arena, wash bays, tie up areas, holding stalls, holding yards, tea room and toilets. Stables for the horses are available for agisters on a casual basis (recovering from injury etc.) but must be left clean and empty otherwise the standard additional fees will be charged.

If agistees paddock/s are left without any cleaning for more than one (1) week the KELSO Equestrian will clean the paddock/s at horse owner expense. The additional fee of \$10.00,- /each a day for the cleaning will be charged to agistee account. Also manure to be found left in laneways or between the paddocks attracting the additional fee above. (Refer to "Price List" on the KELSO Equestrian WEB site for additional fees and charges.)

#### PAYMENTS OF ACCOUNTS:

Agistment is to be paid monthly in advance, **on or before the first day of each month**. Invoices will not be issued unless requested. Our proffered method of payment is by cash and or cheque payable to "KELSO Equestrian".

Dishonoured cheques attract a \$ 35.00,-/each dishonoured bank fee payable **immediately** by owner/s of the horse.

A one month notice is required if a horse/s is to be removed from KELSO Equestrian otherwise a month's agistment must be paid in lieu. KELSO Equestrian reserves the right to terminate this agreement at any time by giving an agister a month notice without the need for any explanation. If account is outstanding for 14 days KELSO Equestrian reserves the right to sell any agisted horse/s and or its progeny at a public auction and or private sale in order to raise funds for recovering the account payment. (§6 of the Agistment Agreement Page & Impounding of Livestock Act 1994). All proceeds of the sale, less cost associated with the auction and the outstanding agistment are to be paid to the agister by cheque posted to address on this agreement. The agister may cause the auction be cancelled at any time by payment of the overdue agistment and expenses associated with the auction or may bid at the auction.

#### AGISTERS RESPONSIBILITY:

Agisters are responsible for the health and general care of their horses. Staff will assist whenever possible but cannot provide a 24 - hour service. Agisters are responsible for maintaining their paddocks and or stables in a satisfactory and safe condition. Droppings (manure) inside paddocks must be cleaned (pickup) on wheelbarrow and transported to manure pit next to the indoor arena. On departure, paddock/s must be left clean. Failure to do this will result in a fee equivalent to a one (1) week agistment being charged. Horses must be wormed every 2 months and vaccinated against tetanus and strangles.

#### VETERINARY CARE:

Should agisted horse require urgent veterinary attention and the agister cannot be contacted or fails to attend when called, the agister authorizes KELSO Equestrian to obtain such veterinary services as they deem necessary and agrees to pay any associated expenses (§4 of the Agistment Agreement Page). In the unlikely circumstances that it is necessary to put a horse down for humane reasons the agister authorizes that this be done.

#### LEGAL LIABILITY:

All possible care is taken of horses agisted at KELSO Equestrian. However, agistment is provided at KELSO Equestrian on the understanding that neither the proprietor/s of KELSO Equestrian nor anyone acting on their behalf accepts liability for any loss, damage, accident, injury or illness to horses, riders, owners, spectators or any other person/s or property. The agister agrees to indemnify and keep indemnified and to hold harmless KELSO Equestrian Indoor Training Centre and their staff and or agents from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made and or claimed against them or any of them arising out of or in relation to the use of the property known as KELSO Equestrian Indoor Training Centre situated at 3 Reservoir Road, Narre Warren North, 3804 Victoria, Australia for the period of agistment. The KELSO Equestrian indemnity form must be signed and forms part of this agreement.

I have read the attached additional "Rules & Regulations of KELSO Equestrian" and I agree to be bound by them.

Horse Owner's Signature: \_\_\_\_\_ Dated: \_\_\_\_\_/\_\_\_\_\_/ 2009



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## INDOOR TRAINING CENTRE

### INSURANCE:

Agisters are advised to obtain personal public liability insurance (frequently part of standard household contents insurance). If this is done they should present a copy of the certificate from their insurance company to KELSO Equestrian. Agisters are advised to obtain a personal accident cover to cover them for injuries incurred whilst riding. (The cover provided by membership with E.F.A., H.R.C.A.V. or P.C.A.V is adequate). KELSO Equestrian does not provide insurance cover for agisters and other users of KELSO Equestrian. If agisters regard the property they have at KELSO Equestrian including their horses to be valuable, the property must be insured.

### SAFETY:

Every effort must be made to avoid situations which have the potential to create accidents. Not to drink alcohol or take drugs prohibited by law before or during ride/lesson. Agisters are required to report any safety issues to the proprietor in writing immediately. Riders must wear approved horse riding helmets which meet Australian standard safety requirements, AS/NZS 3838 when mounted. ( e.g. bike or cyclist helmets are prohibited ). A saddle and bridle must be used whenever riding. Only one horse may be lead at a time. **Dogs are strictly prohibited.** Horses must not be ridden in and or from indoor arena. When saddling or grooming horses in the holding area, tie ups or yards must be cleaned when vacated. Horses must be walked unless being ridden in an arena. Lunging is not permitted in an arena whilst another horse is being ridden.

### PARKING OF VEHICLES

Parking of private vehicles on KELSO Equestrian grounds are outside the complex approx. 4 spaces or inside where is dedicated area where to park your car. Is not permitted in any circumstances to park the car front of the indoor arena, under the Willow tree or where is possibility of danger, damage or injury to yourself or anybody else. Respect speed limit to 5Km/h all the time !

### PLEASE NOTE:

This document contains four (4) pages total.  
All fields on first page of this Agistment Agreement - Contract to be correctly filled and readable. (PLEASE USE PRINT)  
Each of the pages need to be signed by the owner of the horse/s.  
Only first page of this document need to be signed by the Agistor / Proprietor.  
Original of the document – Agistor / Proprietor.  
Copy of the document – Agistee / Owner of the Horse/s.  
After signature and date on this document the document become Legal Contract Agreement between the signed parties.

I have read the attached additional “Rules & Regulations of KELSO Equestrian” and I agree to be bound by them.

Horse Owner’s Signature: \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/ 2009

\*\*\*\*\* END OF THE DOCUMENT \*\*\*\*\*

### OFFICE USE ONLY:

|            |     |    |          |
|------------|-----|----|----------|
| APPROVED:  | YES | NO | DATE:    |
| Signature: |     |    | / / 2009 |

|                        |  |                        |  |
|------------------------|--|------------------------|--|
| Customer Account Code: |  | Total Horse/s:         |  |
| Paddock/s Number:      |  | Special Requirements*: |  |
|                        |  |                        |  |
|                        |  |                        |  |

\*Under “Special Requirements” – please fill: number of required feed/s per day, rugging on and off etc.