



315 Reen Rd Gidgegannup Western Australia W.A. 6083

Horse Agistment- Agreement Contract

Mobile: 0428 484 850 Office (08) 9578 3758

This **AGISTMENT AGREEMENT** is made on the _____ day of _____ 20____

OWNER DETAILS:

Name: _____ Phone (home): _____ (Mobile): _____

Address: _____

Email: _____

Emergency contact name: _____ Relationship: _____

Emergency contact phone number: _____

HORSE DETAILS

Full name: _____ Stable name: _____

Colour: _____ Age: ____ Height: ____ Sex: ____ Brand (NS) _____ (OS) _____

Other markings: _____

Details of existing Injuries/Ailments: _____

Details of vices/bad Habits: _____

Value: \$ _____ (approx) Insurance: _____

Last Date of vaccination for:

Tetanus: _____ Strangles: _____

Last date of:

Worming: _____ Dental: _____

Preferred Veterinarian Details:

Name: _____ Contact number: _____

Preferred Farrier Details:

Name: _____ Contact number: _____

In the event of an emergency (life threatening injury) the Owner of the said Horse agrees to pay the veterinary expenses up to a maximum limit of \$ _____.

Alternative treatment decisions can be made by- Name: _____ Ph: _____

1. Interpretation

1.1. In these Terms & Conditions: Agreement means the Agistment Agreement and these Terms & Conditions.

RAC :- means Ronlieeh Agistment Centre.

Owner :- means the Owner referred to in the Agistment Agreement.

Property :- means the Property located at 315 Reen Rd, Gidgegannup, Western Australia.

Services:- means Agistment Services.

1.2. Headings are not part of these Terms & Conditions.

1.3. The Agreement includes any special conditions referred to in the Agistment Agreement and if any such special conditions are inconsistent with these Terms & Conditions, the former will, to the extent of this inconsistency, prevail.

2. Term

2.1. This Agreement starts on the day the horse is delivered to the Property and continues until one of the parties ends the Agreement in accordance with these Terms & Conditions.

2.2. The Owner will provide one (1) week's notice of their intention to bring the horse onto the Property and fourteen (14) days notice of their intention to remove the horse. It is acknowledged that the horse may be placed in a paddock with other horses.

2.3. RAC reserves the right to terminate the Agistment at any time, and may request removal of the horse from the Property if it considers it necessary for any reason, including but not limited to reasons of health, such as contagious disease or where the behaviour of the horse threatens the welfare of other horses or people.

3. Payment

3.1. The Owner must pay the balance of all fees for Services within 7 days of receipt of an invoice or when the Agreement is terminated by either party, whichever occurs first. The Owner must not remove the horse(s) from the Property until all fees are paid in full unless by agreement by RAC.

3.2. If the Owner fails to pay arrears of three (3) months. The Agistor grants to RAC a general Lien upon all or any of the horses for any sum owing under this agreement at any time by the Agistor to RAC and such lien may be enforced by RAC by the sale by auction or private contract of any of the horses.

3.3. RAC has the right to charge interest calculated daily on all overdue accounts at the standard industry rate.

4. Owner Warranties

4.1. The Owner warrants to RAC that the horse(s) are sound, well handled and trackable and are not dangerous or diseased.

4.2. Either party must notify the other immediately if they become aware that the horse is suffering from any significant or notifiable sickness disease or injury.

4.3. The Owner understands and acknowledges that horse riding is a dangerous activity and that horses can act in a sudden and unpredictable (changeable) way, especially if frightened or hurt. The Owner understands and acknowledges that serious injury or death may result from horse riding activities. The Owner agrees to ride at their own risk. The Owner agrees not to drink alcohol or take drugs prohibited by law whilst riding a horse or handling horses on RAC grounds.

4.4. The Owner understands and acknowledges that horses Agisted in yards, stables or paddocks at the Property are Agisted at their own risk. RAC and their agents, representatives or volunteers are expressly not liable for any loss or damage that may occur while the horse(s) are on the Property.

4.5. RACG shall not be responsible to the Owner for any loss or injury which may occur through the escape of the horse(s) from any part of the Property and the Owner indemnifies RAC against any claim which may be made against RAC in consequence of any trespass by my horse(s).

4.6. The Owner agrees to obey and will comply with all reasonable rules and/or directions made or given by RAC in connection with the Agisting and/or Riding of horse(s). In particular the Owner acknowledges that it has been advised to wear an approved helmet at all times whilst riding and appropriate footwear when handling and/or riding the horse(s).

4.7. The Owner will be responsible for any damage to the Property, including water pipes and electrical fittings, which are not deemed fair wear and tear.

4.8. The Owner agrees that the horse and any equipment will be left at RAC at his/her own risk. The Owner agrees that they will not hold RAC, its employees, servants, agents, veterinarians or farriers liable for any injury, death, or damage of any kind whatsoever that may occur to the horse, individual or equipment at the property of RACG or elsewhere.

4.9. The Owner accepts all risks associated with the Agistment and/or Riding of the horse(s), including the possibility of injury, death, loss or damage to the Owner and the horse(s).

4.10. The Owner acknowledges that it must report all accidents, injuries, loss or damage to RAC when it becomes aware of them.

5. Treatment

5.1. If the Owner suffers any injury or illness whilst at the Property, the Owner agrees that RAC may provide evacuation, first aid and medical treatment at the Owner's expenses, and acceptance of these Terms & Conditions constitutes the Owners consent to such evacuation, first aid/or medical treatment.

5.2. The Owner grants RAC permission to obtain the services considered necessary by RAC. In an emergency situation (i.e. broken leg) RAC will make all efforts to inform the Owner if the horse falls ill, however if consent/contact is not successful, the Owner fully authorises to engage a farrier, veterinarian or other practitioner on their behalf and at the Owner's expense to perform any service or treatment that RAC consider necessary and reasonable at its absolute discretion. In an extreme situation only, and after unsuccessful attempts to contact the Owner, the Agisted horse Owner extends to RAC the right to 'euthanize' their horse where a veterinarian recommends doing so and other third party opinions have been sought and concur. This right is only to be used where waiting for approval will greatly increase the agony of the horse in a hopeless situation or present a serious threat to the welfare of RAC staff, the veterinarian or other horses.

6. Representations

6.1. The Owner acknowledges that RAC relies on the information provided by the Owner and the Owner represents that all the information is accurate and complete.

7. Dispute Resolution:

7.1 The Parties agree not to commence any legal proceedings in respect of any dispute arising under this Agreement, which cannot be resolved by discussion, until the procedure provided by clause 7.2 has been utilised.

7.2 The Parties agree that any dispute arising during the course of this Agreement is dealt with as follows:

(i) The Party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute;

(ii) The Parties will try to resolve the dispute through direct negotiation by persons who have given authority to resolve the dispute;

(iii) The Parties will try to resolve the dispute within 10 Business Days from the receipt of the notice referred to in clause 7.2 I , the dispute is to be submitted to a higher level of management within each Party's organisation;

(iv) If the Parties are unable to resolve the dispute within 10 Business Days from referral of the dispute under clause 8(b)(iii), the dispute is to be submitted to mediation or some other alternative dispute resolution procedure agreed by the Parties; and

- If:
- (A)** there is no resolution of the dispute;
 - (B)** There is no Agreement on submission of the dispute to mediation or alternative dispute resolution procedure; or
 - (C)** There is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Business Days of the submission, or such extended time as the Parties agree in writing before the expiration of the 15 Business Days,

Then either Party may commence legal proceedings.

DECLARATION

I, the Owner (as detailed above) of the said Horse (detailed above) have read, understood and accept the Terms & Conditions of this Agreement and agree to abide by them –

Signed: _____

Print name: _____

Date: _____

Witnessed: _____

AUTHORISATION

I, being the representative of Ronlieeh Agistment Centre, understand the Terms & Conditions of this Agreement and agree to abide by them –

Signed: _____

Print name: _____

Date: _____

Witnessed: _____