

# Oakwood Park

# Hirer's Contract

## Parties to the Contract

The property Oakwood Park is owned & managed by Gavin and Anthea Starr, who are referred to in this contract as G & A Starr. All contracts for agistment or use of facilities at Oakwood Park ("the facilities") are made with G & A Starr jointly and severally.

This contract for hire of the facilities is made between G & A Starr and you (the Hirer). You must therefore declare that you are insured for the activity/ies for which you are hiring the facilities and that you take full responsibility for the horses, riders and guests, their welfare, and all fees owing and arising in respect of the hire as outlined in this contract.

## Description of Service

A Day Hire Fee of \$100 applies for each full day of hire, as negotiated at the time with G & A Starr.

The Day Hire Fee includes:

- Use of the Indoor Arena including Lights
- Use of tea/coffee and bathroom toilet facilities by you and your guests
- Use of tacking-up facilities
- Use of stable lights & power
- Use of washbay & hot water
- Use of 2x day yards

The Day Hire Fee does NOT include:

- Overnight stabling or yarding
- Feed
- Care of horses
- Mucking out yards or arena

## Other Conditions

### Maintenance

Where maintenance needs are identified, hirers are to advise G & A Starr. Corrective action will be taken as soon as circumstances permit. In the meantime, if the item presents a health or safety hazard, G & A Starr accept no liability if hirers choose to continue using the part of the property or equipment that requires maintenance.

### Arena, Stable, Paddock & Yard Safety

Horse owners are responsible for ensuring stables, paddocks and yards meet the needs of their horse. This includes owners being responsible for all health and safety issues including (but not limited to) fencing, pastures, weeds or plants whether known to be toxic or not, trees, other structures that a horse may contact with, and other horses sharing or near the arena, stable, paddock or yard. G & A Starr make no warranty that the arena, stable, paddock or yard is safe in all aspects and accepts no responsibility for any illness or injury arising from anything in the arena, stable, paddock or yard whether listed above or not. Hirers and guests must check the arena, stable, paddock or yard they are using to ensure it is safe.

### Welfare

Horses' welfare must be adequately maintained by the hirer and guests at all times. G & A Starr will if they believe a horse's health or wellbeing is suffering; the hirer must take action to correct any such deficiency immediately, to the satisfaction of G & A Starr. However, responsibility for the horse's welfare remains the hirer's at all times.

## Rules

G & A Starr require that facilities be maintained and used in accordance with the guidelines for cleanliness and safe conduct outlined in this Contract and the documents 'Arena Rules' and 'Oakwood Park Rules'. Hirers found not to be complying will be charged a fee to rectify any noncompliance with cleanliness standards, and if not complying with safe conduct requirements G & A Starr reserve the right to terminate this Contract immediately.

The document Oakwood Park Rules (referred to hereafter as 'the Rules'), as amended from time to time, sets out further requirements for all hirers, horse owners & handlers and guests to follow. It is a requirement of this contract that those Rules be followed at all times, and failure to do so may result in the termination of this contract without notice, at the absolute discretion of G & A Starr. A copy of the Rules is provided with this contract.

## Insurance

Horse owners and hirers must maintain their own insurance on their horse, themselves and their property and any damage they or their horse may incur. At no time do G & A Starr accept liability for the health, safety or wellbeing of horses, owners, handlers, riders or any other persons. All persons enter and remain on the property at their own risk.

## Payment of Fees

Day Hire Fees are payable in advance, as negotiated with G & A Starr. Payment may be made by direct debit, by cheque or in cash to either Gavin or Anthea Starr. If cash is left on the premises without personal acknowledgement by either Gavin or Anthea Starr and subsequently is lost or stolen before receipt by Gavin or Anthea Starr, the payment will be considered not to have been made and still outstanding.

## Contract Particulars

Variations Agreed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*I hereby state that I am over 18 years of age, and I hereby agree to all of the conditions outlined in the contract. I agree that all fees that become payable under the terms of this contract will be paid in full and when due and I accept full responsibility for the payment of these fees.*

Signature: \_\_\_\_\_

Full Name [printed]: \_\_\_\_\_

Organisation Name: \_\_\_\_\_

Position Held in Organisation \_\_\_\_\_

Date: \_\_\_\_\_

Contract Accepted: \_\_\_\_\_

G & A Starr \_\_\_\_\_

Date: \_\_\_\_\_