

Oakwood Park

Agistment 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 are made with G & A Starr jointly and severally.

Contracts for agistment with G & A Starr can only be made by the legal owner of the horse/s to be agisted. You must therefore declare that you are either the sole owner of the horse/s, or that you have authority to sign for any co-owners, in which case the co-owners details must also be provided here.

Horse Full Name:	_____	Horse Stable Name:	_____
Owner 1 Name:	_____	Owner 2 Name:	_____
Address:	_____	Address:	_____
	_____		_____
Email:	_____	Email:	_____
Phone:	_____	Phone:	_____
Mobile:	_____	Mobile:	_____

If more than 2 owners, tick here and attach full details on a separate piece of paper to be attached.

Description of Service

A Standard Agistment Fee of \$60 per week per horse purchases the provision of a dedicated stable in the main stable block and access daily to paddocks and day yards. Paddocks may be on a shared or individual basis, as negotiated with G & A Starr, and will depend on the season and prevailing conditions in the various paddocks. Paddocks will be rotated also at the discretion of G & A Starr; the Standard Agistment Fee does not purchase a dedicated paddock for the horse. The environmentally responsible management of all paddocks is a primary consideration; the health of all horses and their feeding costs are compromised if paddocks are not adequately cared for. Should prevailing conditions indicate paddocks best be rested, G & A Starr will advise that day yards must be used. Horses will however be provided free exercise time daily.

The Standard Agistment Fee also includes:

- Shared storage space for tack & feed
- Use of the Indoor and Outdoor Arenas
- Use of lunch/tea/coffee, bathroom facilities
- Use of washing machine for horse rugs
- Use of stable lights & power
- Use of washbay & hot water
- General supervision
- Emergency first aid for any horse that appears to have an injury or be ill

The Standard Agistment Fee does NOT include:

- Stable bedding
- Feed
- Feeding / Rugging
- Taking horses in or out of stable
- Mucking out or cleaning water troughs
- Indoor Arena Lights
- Washing machine powder
- Veterinary attention or care other than emergency first aid
- Exercising of horses

Other Agistment Conditions

Worming

Oakwood Park pursues natural parasite management wherever possible. The only commercial wormer compatible with our dung beetle and soil management requirements is Equest (moxidectin). Over-use is discouraged, egg counts should assist owners determine if and when worming is required. If you use any product other than Equest you will need to quarantine your horse for 7 days, and dispose of the manure for that period separately.

Maintenance

Where maintenance needs are identified, agistors 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 agistors choose to continue using the part of the property or equipment that requires maintenance.

Paddock Safety

Horse owners are responsible for ensuring paddocks 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 paddock. G & A Starr make no warranty that the paddock is safe in all aspects and accepts no responsibility for any illness or injury arising from anything in the paddock whether listed above or not. Owners must regularly check the paddock their horse is using to ensure it is safe for the horse.

Welfare

The horse's welfare must be adequately maintained by the horse's owner at all times. G & A Starr will advise as part of their supervision role if they believe a horse's health or wellbeing is suffering; the owner 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 owner's at all times.

Rugging

While rugging remains the responsibility of the horse's owner, G & A Starr will make every reasonable attempt to correct rugs that have slipped, broken or come undone. A reasonable attempt however does not include placing themselves or remaining in a dangerous situation, for example where a horse will not stand still or be caught to have the rug corrected. Nor does it include rug repairs. In such instances the horse's owner will be advised of the problem. G & A Starr will also remove rugs in Summer if in their estimation the weather has become too hot for the horse's wellbeing to be satisfactorily protected, again so long as the horse is easily handled. The owner will be advised.

Stables

Stables allocated to a horse do not have to be used overnight at all times. The Standard Agistment Fee of \$50 per week remains payable regardless of whether the stable is used or not. Stables must be cleaned daily when used, to the satisfaction of G & A Starr or our representatives.

Rules

G & A Starr require that facilities be maintained and used in accordance with the guidelines for cleanliness and safe conduct outlined in this Agistment Contract and the documents 'Arena Rules' and 'Agistment Rules'. Agistors 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 Agistment Contract immediately, upon which the horse/s will be required to be removed from the property within 48 hours with any outstanding monies to be paid prior to the horse's departure. Failure to pay outstanding monies may result in impounding of the horse.

The document Agistment Rules (referred to hereafter as 'the Rules'), as amended from time to time, sets out further requirements for all agisted horse owners & handlers 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 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 either horses, owners, handlers, riders or any other persons or their property. All persons enter and remain on the property at their own risk.

Changes to the Contract or Rules

G & A Starr reserve the right to add extra conditions or obligations to this Agistment Contract or the Rules at any time. Such extra conditions or obligations will be advised in writing. Continued use of the property and equipment after receipt of such notice will indicate acceptance of the new conditions or obligations.

Period of Agistment Contract

This contract is an ongoing contract, and will remain in force as long as the parties agree. The contract and all fees payable under it, particularly the Standard Agistment Fee, remain payable despite any period of temporary absence of the horse. Either party may terminate the contract by providing 4 weeks' advance notice to the other party. The Agistment Fees agreed to in this contract will remain in force until 1st July of the year following the date the contract was signed. On 1st July every year Agistment Fees will be reviewed and may be increased at the discretion of G & A Starr. If Agistment Fees are to increase, the horse's owner will be advised in writing by the end of May so that 4 weeks' advance notice of the increase is provided.

Payment of Fees

Agistment Fees are payable in advance, either weekly, fortnightly or monthly as negotiated with G & A Starr. Payment may be made by direct debit, 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.

Payment is not to be made by cheque, due to the risks of unacceptably high bank fees if dishonours occur.

Payment of other fees, such as use of Arena Lights, should be made on an as-incurred basis, either by cash or direct debit as above. Regular usage can be paid fortnightly in arrears, by negotiation with G & A Starr.

If fees of any kind fall into arrears rather than being in advance as stipulated in this contract, a written notice will be provided requesting the fees be brought back into advance within 2 working days of the date on the notice. Failure to do so will result in access to facilities being restricted, this will include use of the Arena and daytime use of paddocks (your horse will have access to a day yard only). A written notice of this action will be provided.

Should Agistment Fees remain outstanding such that the arrears amounts to 4 weeks' Agistment Fees, action will be commenced to place a lien over the horse until the outstanding fees, and all accruing fees, are paid. Again a written notice of this action will be provided.

If the debt remains unpaid either in part or in full, action will be taken to seize power of attorney over the horse and at this time a written notice will be provided with a final deadline for payment of all outstanding monies to be paid, and advising that if the payment is not made by the stated date the horse will be sold. G & A Starr will have the right to change ownership on the horse's registration papers to facilitate the sale.

Sale proceedings will commence if the payment is not made as required, with the horse's owner remaining liable for any residual debt not recovered by the sale.

Legal Liability Waiver Forms

You will need to sign one of these forms before you get on a horse. This is to make sure that you understand and agree that you are here completely at your own risk, which means that we cannot be held responsible or asked to pay any money to you or to others for any reason. You should make sure before you ride that the facilities suit your purposes; if you find any problems you should report them to us, but if you choose to still ride then you accept that we are not responsible for any consequences. The form also means that you agree that if your visit here leads to any damage to the property or equipment or people or other horses, that you will have to pay for that damage. The form also says that you agree to pay the hire fees and charges that apply to your use of the arena.

If you are unsure about what you are signing or what it means, please ask for more information.

Veterinary Care

In the event of your horse appearing to need veterinary attention, G & A Starr will generally attempt to contact you in the first instance. However, should you not be contactable or the circumstances in the opinion of G & A Starr warrant urgent veterinary attendance, G & A Starr will arrange for a vet to attend your horse, with all vet fees & charges billed direct to you. A fee will also be charged by G & A Starr if attendance or care is required by them in your absence. Should you have a preferred vet, please provide details below:

Vet Name: _____ Vet Contact Number: _____

Does the horse have any pre-existing disease, injury or vices (including windsucking) or allergies? Yes / No

If Yes, Details: _____

Medical Care

In the event of illness or injury to yourself or any person attending Oakwood Park with you or on your behalf, G & A Starr will, if present, endeavour to provide assistance in a personal capacity. Please confirm:

Do you have ambulance cover? YES / NO

Do you agree for an ambulance to be called for either you or someone present on your behalf? YES / No

Do you have any known allergies or medication requirements? _____

Who is your regular medical practitioner? NAME _____

Doctor's Phone Number / Address _____

Emergency Contact Name & Phone Number _____

Contract Particulars

Variations Agreed: _____

Horse Moving In Date: _____ First Payment Due Date: _____

First Payment Due Amount: _____

Agreed Payment Method: _____ Allocated Stable Number: _____

I hereby state that I am the sole owner / authorised to sign on behalf of other owners [Delete whichever is not applicable] of the horse named in this contract, 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]: _____

Date: _____

Contract Accepted: _____

G & A Starr _____

Date: _____