

Oakwood Park

Casual 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 casual Agistment Fee of \$10 per day/night per horse purchases the provision of a dedicated stable and/or yard and/or paddock, as negotiated at the time with G & A Starr and dependent upon vacancies available at the time.

The Casual Agistment Fee also includes:

- Use of the Indoor Arena
- Sawdust bedding if allocated a stable
- Use of lunch/tea/coffee, toilet facilities
- 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 Casual Agistment Fee does NOT include:

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

Other Agistment Conditions

Worming

Worming must be current in all instances.

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.

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 stable, paddock or yard. G & A Starr make no warranty that the stable, paddock or yard is safe in all aspects and accepts no responsibility for any illness or injury arising from anything in the stable, paddock or yard whether listed above or not. Owners must check the stable, paddock or yard 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. 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 rugs will not be put back on at the end of the day, and a charge may be incurred for this action in which case the owner will be advised.

Stables and Yards

Stables must be cleaned daily when used, to the satisfaction of G & A Starr or our representatives. Manure of all visiting horses must be collected in chaff bags provided and removed from the property when the horse(s) leave. This is due to running an organic pasture system, and unregulated horse manure may cause issues with the careful balance of bugs and plants maintained by G & A Starr.

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 forthwith 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. 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 a fixed term contract, and the horse must leave the property by the end of the period stated in this contract unless a new contract is agreed in writing with G & A Starr. The contract may be terminated early by either party by agreement in writing.

Payment of Fees

Agistment Fees are payable in advance, 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, by cash.

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 1 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 G & A Starr 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 G & A Starr, but if you choose to still ride then you accept that they 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. By default, the Oakbank Veterinary Clinic will be contacted. Should you have a different 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: _____

Contract Particulars

Variations Agreed: _____

Horse Moving In Date: _____ Horse Moving Out Date: _____

First Payment Due Date: _____

First Payment Due Amount: _____

Agreed Payment Method: _____ Allocated Stable / Yard: _____

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: _____

Witness Signature: _____

Full Name [printed]: _____

Date: _____

Contract Accepted: _____

G & A Starr _____

Date: _____