

OAKWOOD PARK

• EQUESTRIAN •



Agistment Contract

The property Oakwood Park at Oakbank South Australia is owned & managed by Gavin and Anthea and Danielle 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 Minimum Agistment Fee of \$65 per week per horse purchases access daily to agreed paddocks and/or 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 Minimum 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 Minimum Agistment Fee also includes:

- Shared storage space for tack & feed
- Use of the Indoor and Outdoor Arenas
- Use of lights in the Indoor Arena, stable and all other areas (but not all-night lights for show coats)
- Use of stable kitchen and 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 Minimum Agistment Fee does NOT include:

- Stable bedding
- Feed of any kind
- Feeding / Rugging
- Taking horses in or out of stable
- Mucking out or cleaning water troughs in either stables or paddocks
- Washing machine powder
- Veterinary attention or care other than emergency first aid
- Exercising or training of horses

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. However you acknowledge that at no time do G & A Starr accept "duty of care" beyond this initial action. 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: _____

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: _____

Agistment Conditions

Code of Conduct, Values and Community Contribution

G & A Starr require that facilities be maintained and used in accordance with best practice cleanliness and safe conduct principles. Information guides, our Values statement and Code of Conduct are available on the Oakwood Park Equestrian facebook group page; the principles aim to ensure harmony among our Oakwood Park community and safety for horses and riders. Agistors found not to be contributing positively to our centre's community will be charged a fee to rectify any issues with cleanliness standards, and if not complying with safe or other code of conduct expectations 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.

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.

Property 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.

Horse Welfare

The horse's welfare must be adequately maintained by the horse's owner at all times, including the provision of adequate feed. 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. If such a welfare deficiency is not corrected satisfactorily, appropriate authorities may be contacted, and 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.

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

The Minimum Agistment Fee does not include the use of any stable overnight, but this can be added seasonally or on an ad hoc basis by agreement with G & A Starr. Bedding is not included, and must be provided by the owner of the horse. Stables must be cleaned daily when used, to the satisfaction of G & A Starr or our representatives.

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 associated 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 Agistment Fees are 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 with 4 weeks' advance notice of the increase.

Payment of Fees

Agistment Fees are payable in advance, either weekly, fortnightly or monthly as negotiated with G & A Starr. Payment of all fees can be made by only by direct debit or bank transfer to Gavin and Anthea 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, 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.

If outstanding monies remain unpaid at this point, G & A Starr may exercise a lien over the horse until the outstanding fees, and all accruing fees, are paid. A written notice of this action will be provided.

If the debt remains unpaid either in part or in full, action will commence to sell the horse. This may include taking power of attorney over the horse, and at this time G & A Starr will exercise 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.

Extra Agistment Services

Help with feeding, rugging, and taking in or out from the stable can be arranged by discussing your needs with G & A Starr. A fee will apply which may be covered through either monetary payment or in-kind services such as return care of our own horses on another occasion – this will be negotiated in each instance. Please avoid last-minute requests; adding extra horses to our daily chores unexpectedly is not always possible. You are also free to negotiate 'swaps' with other riders if that suits.

Specific extra services you might use:

- Occasionally feeding hay or hard feed you prepare in advance, and/or taking rugs off/putting them on costs \$5.00 per occasion (a morning plus a night feed is two occasions).
- \$30pw per horse will get them fed and rugged as necessary up to twice per day including weekends.
- This regular fee/service option can be taken out all year or seasonally, or while you are on holidays
- \$30pw per horse to have a stable allocated
- \$30pw per horse for them to be brought in and out of the stables each day
- Bedding for stables can be provided for \$30pw per stable, or bedding may be bought from other suppliers
- Stable cleaning can be provided for \$10 per day per stable (ie add \$70 for a complete week)
- Fees for arranging farrier, dentist etc if needed, priced by negotiation at the time.

Organic pasture care

Oakwood Park operates on a no-spray, organic soil management basis. We cultivate a variety of 'dung beetles' to manage pasture manure, and have started transition to Natural Sequence Farming which is showing great results to date with pasture improvement. We have light irrigation on all grazing paddocks to maintain pasture cover. Due to this the only commercially available wormer compatible is Equest. If any other wormer is used, horse must be quarantined for 7 days and manure disposed of separately.

Bushfire Plans

With Oakwood Park being situated in a Bush Fire district, agistors should observe fire precautions and be aware of fire evacuation plans for the property. G & A Starr are not responsible for the welfare of horses during a bushfire emergency. G & A Starr cannot guarantee they will be able to attend the property or to horses when a bushfire emergency might arise.

Facilities

Rainwater, tea & coffee and a fridge and microwave are available in the stable complex. A bathroom is available in stable 7, sink and soap located in the wash bay area. Seats for spectators are available at the far end of the arena, and a stereo that can be used while you ride with radio and AUX connectivity for iPods and phones. Children are most welcome, but must be supervised.

Parking

So that everyone can park comfortably and still leave driveway access for other people, when arriving with a horse float you are asked to turn right on the driveway that goes between the indoor arena and the yards, parking along that strip as close to the indoor arena wall as possible (it will be on your left), and as close the car/float in front as possible. You can then tie your horse to the right side of your float, or use a yard if there is one empty. Other cars will not be using this driveway and should not need to get past you.

If arriving in a car without a float, you may instead drive straight up the main driveway and park in front of the orchard fence (Post and rail fence) or in front of the indoor arena – but always make sure you are well out of the way of other cars and not blocking access to the B&B Cottage or stable area. This applies to farriers etc. also.

Cleaning

Manure, Hay Scraps and Binder Twine

Please do not leave these lying around. You should pick up all your manure, food leftovers, and float or stable sweepings, including from yards, tie-up areas, arena & float parking area in addition to the daily mucking out of stables and yards. Stable corridors are also to be swept. There is a manure bay by the stable door, for collecting all organic waste & sweepings – no litter or binder twine please, there is a rubbish bin and recycle bin in the stable complex for general rubbish and recyclable drink cans. The hay shed at the rear of the arena also has rubbish bins for binder twine. Twine can be deadly if chewed on by horses so please keep your paddocks clear of it.

Indoor Arena

You must pick up manure every time you ride. Remember to check the whole arena – it can be hard to see from A what is on the ground at C. Do not ride through manure – scattering it makes it hard to clean and adds to our arena surface maintenance costs, which of course are passed on to you.

General

All agistors are to keep clean common areas such as the washbay, sink, feed and tack rooms on an as-needs basis. Wash out coffee cups and spoons and turn them upside down to dry. Clean fridge spills. Clear chaff from the sink drain – a rubbish bin is just around the corner. Sweep the breezeways regularly, and tack/feed rooms as needed.

Smoking Prohibited

No smoking is allowed in either the arena, the stables, yards or paddocks. It is a serious fire hazard in addition to the health hazard cigarette smoke poses to people and horses.

If you do smoke outside i.e. car parking areas, please DO NOT DROP YOUR BUTTS on the ground, and DO NOT PLACE THEM IN THE STABLE BINS. Again this is because of the fire hazard, and there is little uglier than cigarette butts lying on the ground. We will not pick them up and will require you to do so. They are best taken home with you as any other personal litter would be.

Water Salt Content Warning

The water provided to horses comes from our dam which is topped up as needed with bore water. Agistors should note that the bore water may have a salt level of 2,000 ppm or more seasonally and may need to be taken into account if feeding electrolytes. Agistors should also note that like most of the Adelaide Hills, much of the salt content is an iron salt, which may affect iron supplementation dosages also – agistors should always seek veterinary advice about iron supplementation.

Hay Storage

You can keep moderate quantities of hay or straw (around 20 bales) in the rear hayshed with an allocated pallet. You are encouraged to keep a name-tag on your hay so we and other agistors are aware who's hay belongs to who and to avoid feeding mix-ups.

Due to horses on the property with severe allergies, please do not bring wheaten hay or chaff on the property. If wheaten hay must be used, extra care must be taken to prevent hay scraps from falling into common areas where they could be eaten by other horses. Care must also be taken to prevent cross contamination with other hay stacks.

Please ensure you do not buy weed-infested hay. Feeding hay in paddocks should be fed in bins or haynets not directly on the ground where horses can pick up sand as they eat.