

# ***Bellarimbah Pty Ltd Agistment Contract***

1939 Ourimbah Creek Rd Ourimbah  
(02) 4362 1199

## **1. The stock owner warrants that:**

- the stock owner is the sole stock owner or an authorised representative of the stock owner;
- the stock owners details in the attached schedule are correct.

## **2. The landholder warrants that:**

- the landholder has tenure of the land;
- the agisted property is adequately fenced;
- adequate water is available for the agisted stock;
- the landholders details in the attached schedule are correct.

## **3. Responsibilities under Agistment Agreement:**

- Bellarimbah Horse Agistment:  
Supply of facilities, paddock plus \_\_\_\_ daily feeds with stock owners horse feed, Supply of water, repairs of damages to facilities
- Horse Owner:  
Transport to and from Agistment Property, Hoof Care/Teeth Care, Timely payment, Adequate feeding

## **4. Horse and Horse Owner Care**

- Either party must notify the other immediately if they become aware that the horses are suffering from any significant or notifiable sickness, disease or injury.
- The horseowner agrees that the landholder may at its discretion remove the agisted stock to other paddocks situated upon the property, if in the opinion of the landholder such removal is necessary due to the condition of the property or in the interests of the agisted stock's safety and welfare. The landholder shall endeavour to notify the horseowner of the location of the paddock where the agisted stock has been removed in the event the agisted stock is not returned to the original paddock within 24 hours of its removal.
- The landholder is entitled, at its discretion, to remove any rugs or equipment from the agisted stock or take any other precautions which may be necessary in the interests of the agisted stock welfare and safety.
- All Horse Owners are advised to wear current approved safety helmets under AS3838, wear appropriate riding footwear and must sign an 'assumption of risk' form (or any other) as required.
- Bellarimbah Horse Agistment will make all efforts to inform the Horse Owner if their horse falls ill but if consent/contact is not successful, the agistment Horse Owner/owner fully authorises Bellarimbah Horse Agistment to engage a farrier, veterinary or other practitioner on their behalf and at their expense to perform any service or treatment that Bellarimbah Horse Agistment consider necessary and reasonable at it's absolute discretion.
- In an extreme situation only, and after unsuccessful attempts to contact the agistment Horse Owner/owner, the agistment Horse Owner/owner extends to Bellarimbah Horse Agistment the right to 'put down' their horse where a veterinary practitioner recommends doing so and other third party opinion is sought and concurs. This right is only to be used where waiting for approval will greatly increase the agony of the animal in a hopeless situation or present a serious threat to the welfare of staff, the vet or other horses.

## **5. Liability & Insurance**

- During the period of agistment the agisted stock shall be held by the landowner at the risk of the horseowner from accident, illness or misadventure of any description and the horseowner hereby releases and indemnifies the landholder from all claims of any description arising in connection with any injuries suffered by:

The agisted stock;  
Other stock whether under the care of the landholder or otherwise;  
The property of the landholder; or  
Any person or property

## 5. Liability & Insurance Continued

- The horseowner shall be responsible for the payment of all expenses incurred by the landholder in the event that the agisted stock requires veterinary treatment or supplementary care and feed.
- The landholder shall not be responsible to the horseowner for any loss or injury which may occur through the escape of the agisted stock from any part of the property in which they may be depastured and the horseowner shall indemnify the landholder against any claim which may be made against the landholder in consequence of any trespass by the agisted stock.
- The agistment Horse Owner indemnifies Bellarimbah Horse Agistment from and against all damages, costs, action, claims and demands which may be recovered or made against Bellarimbah Horse Agistment by the agistment Horse Owner or any relative, friend, horse, visitor or any third party of the agistment Horse Owner/owners for any injury, loss or damage; which he/she/they or it may sustain whilst using or being on the property (unless such injury, loss or damage is caused by the negligence of Bellarimbah Horse Agistment, its contractors, employees or agents).
- The agistment Horse Owner/owner will maintain the appropriate insurance's required as a result of the indemnities in this clause or agree to bear personally any of the risks involved acknowledgement that rural properties and horse activities carry inherent risks and/or dangers.
- It is the horse owner's responsibility to insure the horse and gear/equipment against all risks while they are on the property or being transported

## 6. Agistors right to monies owed

- The horse owner may not remove horses from the property while any part of the agistment debt is unpaid.
- If the horse owner does not pay the whole of the agistment debt as required by the final notice: an auctioneer may sell the horses, either as one lot or separately, to the highest bidder, on the basis that the purchaser will receive full title to each item sold; and the horse owner irrevocably appoints the landholder as the horse owner's attorney with power to execute all transfers and other documents and do everything necessary to effect and complete the sale and to pass full title to the purchaser. This includes power to update all documents (for example, the stud books and registration papers) to show the purchaser as the new horse owner.
- The horse owner is compelled to act in accordance with the law in the exercise of this power of attorney including signing all documents to effect anything done by the attorney.
- Before the landholder exercises the right to sell an agisted horse under this agreement: some part of the agistment debt must be unpaid for at least 60 days after the landholder has sent the horse owner an account; the landholder must send the horse owner a final notice which states the total amount of the agistment debt owing to the date of the notice and that the horse will be sold if the agistment debt is not paid **in full** within 30 days from the date the notice is given;.
- The landholder will use the proceeds of sale to pay, in the following order:
  1. all sales costs for example, advertising, transport, sale commission and legal costs;
  2. the agistment debt to the date of sale;
  3. any fees which the horse owner owes to the landlord or any other horses; and
  4. any balance the horse owner or as the owner directs in writing.
- If the balance is not collected within 12 months, it may be dealt with under the Unclaimed Monies Act 1962.
- The landholder must give the horse owner a final statement notice detailing the sale proceeds and how the landholder has applied them.

## 7. Notices

- A notice may be given by delivering it in person, posting it to the address set out in the schedule for this agreement or as last known to the sender, or sending it by fax to the number set out in this agreement, or as last known to the sender.
- A notice is considered to be delivered 2 days after it was posted, or if faxed, when the sender's facsimile machine produces a report showing that the facsimile was sent to the horse owner's fax number.
- This agreement starts on the day the horse is delivered to the property and continues until one of the parties ends the agreement. **14 days notice must be given to terminate this agreement.**

## 8. GST

- The agistment costs payable by the horseowner under this agreement are inclusive of goods and services tax.
- (GST) upon the agistment costs is payable by the horseowner to the landowner at the same time as the agistment costs are payable pursuant to this agreement.

The agistment service in this agreement is offered by: **Bellarimbah Pty Ltd** (Land Holder), 1939 Ourimbah Creek Rd Ourimbah 2258 Ph: (02) 4362 1199.

**HORSE/OWNER DETAILS**

I, \_\_\_\_\_ (OWNERS FULL NAME)

of \_\_\_\_\_ (ADDRESS)

CONTACT PHONE NOS: \_\_\_\_\_ (W) \_\_\_\_\_ (H)

\_\_\_\_\_ (MOBILE) \_\_\_\_\_ (FAX)

Hereafter referred to as the 'Horse Owner' in this document being the lawful owner of the 'horse' being left at Bellarimbah Horse Agistment on agistment. The 'horse(s)' is specified as

Name:..... Sex..... Colour:..... Breed:..... Age.....

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I declare that I have / have no knowledge of pre-existing injuries, ailments or vices. Listed below are the known problems: \_\_\_\_\_

The said horse(s) has / has not been vaccinated against tetanus. Last date of vaccination \_\_\_\_\_

The said horse(s) has / has not been vaccinated against strangles. Last date of vaccination \_\_\_\_\_

Last date of worming was \_\_\_\_\_ Last date teeth care was performed \_\_\_\_\_

Preferred Local Vet is : \_\_\_\_\_ Ph: \_\_\_\_\_

Preferred Local Farrier is: \_\_\_\_\_ Ph: \_\_\_\_\_

**Agistment cost to owner for agreement as outlined above is \$ \_\_\_\_\_ per fortnight.**

The agistor may vary the rates upon giving 14 days notice in writing. The accounts are due and payable in advance every fortnight.

Bellarimbah recommends direct deposit into Bank Account **Bellarimbah Pty Ltd** BSB **633 000** Account # **122 351 489**

From time to time a Horse Owner may change their level of service or fees may increase without changing the basic validity of this agreement in that or any other respect.

**I, the owner of the said horse have read and understand the terms and conditions of this agistment agreement and agree to abide by them. Furthermore I have inspected the property and have found it to be satisfactory,**

SIGNED \_\_\_\_\_ (HORSE OWNER) \_\_\_\_\_ (DATE)

**I, the agistor of the said horse understand the terms and conditions of agistment attached to this agreement and agree to abide by them.**

SIGNED \_\_\_\_\_ (LAND HOLDER) \_\_\_\_\_ (DATE)

# Bellarimbah Horse Agistment

## Assumption of Risk form for Horse Riding activities.

### Horse Riding is a dangerous activity.

1. The HORSE OWNER acknowledges that the LANDHOLDER relies on the information provided by the HORSE OWNER and the HORSE OWNER states that all such information is accurate and complete.
2. The HORSE OWNER acknowledges that horse riding is an inherently dangerous activity. The HORSE OWNER recognises that there are risks specifically associated with the activity, some of which include: the unpredictability of animals (especially if they are frightened or hurt, no matter how well trained they are); the remoteness of the area in which riding takes place; sudden and unexpected changes in the weather; physical exertion for which the HORSE OWNER or their horse may not be prepared; difficulties in evacuation if the HORSE OWNER or their horse becomes disabled.
3. The HORSE OWNER agrees with the LANDHOLDER that they will obey and will comply with all rules and/or directions made or given by the LANDHOLDER in connection with riding. In particular the HORSE OWNER has been advised to wear approved helmet at all times whilst riding.
4. The HORSE OWNER accepts all risks associated with the activity, including the possibility of injury, death, loss or damage to the HORSE OWNER or their horse.
5. The HORSE OWNER agrees to indemnify the LANDHOLDER against all claims made by any other person against the LANDHOLDER in respect of any injury, loss or damage suffered by the HORSE OWNER, their horse or by any person or their horse arising from or in connection with the HORSE OWNERS riding activities, whether such injury, loss or damage was caused directly or indirectly by the negligence of the LANDHOLDER.
6. The HORSE OWNER hereby releases the LANDHOLDER from all such claims, and indemnifies the LANDHOLDER against all claims made by or on behalf of any other person.
7. The Horse Owner must report all accidents, injuries, loss or damage to the LANDHOLDER before the HORSE OWNER leaves the LANDHOLDERS property.
8. If the HORSE OWNER or their horse suffers any injury or illness, the HORSE OWNER agrees that the LANDHOLDER may provide evacuation, first aid and medical treatment at the HORSE OWNERS expense, and the HORSE OWNER acceptance of these terms and conditions constitutes the HORSE OWNERS consent to such evacuation, first aid/or medical treatment.
9. By my signature below, I (Horse Owner/Rider) accept that I fully understand the contents and effect of this document. I further intend that this document remain current for all Horse Owner activity at the LANDHOLDERS property until I notify the LANDHOLDER in writing that I have revoked my agreement.

Name of Horse Owner / Rider:..... Name of their horse:.....

Address:.....

Phone contact:.....Date:.....

Signature of  
Horse Owner / Rider:.....

Signature of  
Landholder.....