

# HORSE AGISTMENT AGREEMENT

## IMPORTANT INFORMATION

Please read this before completing the Agistment agreement

This form is your written record of your agistment agreement. This is a binding contract so please read all terms and conditions carefully.

Both the Agistor and the Agistee should keep signed copies of the completed Agreement for future reference. The Agistor must supply the Agistee with a copy of the completed Agistment Agreement within 14 days of the Agistee signing this Agreement.

If you require extra space to list additional items and terms, attach a separate sheet (schedule A) All attachments should be signed and dated by both the Agistor and Agistee to show that both parties have read and agreed to any attachments. Both the Agistor and Agistee should keep a copy of any attachments for future reference.

Agistee to complete 3 page waiver forms which includes reading, understanding and being aware of property rules prior to riding on this property.

Waiver forms and property rules can be found on website: [www.horseridingtasmania.net](http://www.horseridingtasmania.net) under forms and links.

The Agistor will provide a hard copy of waiver forms for completion.

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ (year) \_\_\_\_\_

Between: (Agistor) Kenneth White

Of: (postal address) P.O. Box 255 Richmond Tasmania 7025

(phone) 0418 594 812 (emergency contact) Kimberly White 0418602672

(email) [kennywhite1@hotmail.com](mailto:kennywhite1@hotmail.com)

AND: (Agistee) \_\_\_\_\_

Of: (address) \_\_\_\_\_

(mobile) \_\_\_\_\_ (landline) \_\_\_\_\_

(email) \_\_\_\_\_

(Identification verification Document) \_\_\_\_\_

(emergency contact name) \_\_\_\_\_ (mobile) \_\_\_\_\_

## 1. PROPERTY

a. The Agistor agrees to agist the paddock/s known as: \_\_\_\_\_

\_\_\_\_\_ on an approximate 3 month rotation cycle between paddocks at 100 Richmond Valley Road RICHMOND TASMANIA 7025

b. A section of shipping container on the property will also be provided for necessary equine gear/hard feed

c. The Agistor provides Toilet facilities at all times.

d. Use of the coffee area is available when the riding school is open for business only

## 2. AGISTMENT PERIOD

a. The agistment commences on the (date) \_\_\_\_\_

b. The agistment is for a fixed period of \_\_\_\_\_

- c. The agistment is for the agistees' one / two horses to share the same paddock
- d. Fourteen days notice must be given to Agistor prior to Agistees' horse/s vacating property or agistment in Lieu of relevant days' notice will be due and payable.

### **3. AGISTMENT MONIES**

- a. The agistment fee amount for the agreement is \_\_\_\_\_ per week.
- b. The Agistee agrees to pay agistment fees fortnightly in advance until the end of the lease.
- c. The method of payment agreed is \_\_\_\_\_
- d. The Agistor will provide a receipt to the Agistee if agistment fee payments are made in cash.
- e. Veterinary services for the horse may be provided at the discretion of the Agistor in consultation with the Agistors' veterinarian. The owner will pay all veterinary and other charges incurred while the horse is at this agistment property.
- f. The Agistee gives the Agistor a lien over the horse/s for payment of the agistment fees and all other charges and expenses which the Agistee must pay under this agreement. This means that the Agistee may not remove the horse from this property while any part of this Agreement IS NOT fulfilled.
  - i. The Agistor may sell the horse online or by private sale to recover any monies unpaid for 60 days after the Agistor has issued/emailed the account.
  - ii. The Agistee irrevocably appoints the Agistor as the Agistees' Attorney with power to sell the horse and to sign all transfers and other documents and do everything necessary to effect and complete the sale and to receive the purchase price and credit it towards the costs of sale and all monies owing.

### **4. GENERAL**

- a. The agisted horse/horses and associated gear are agisted at the Agistee's risk at all times.
- b. It is the Agistee's responsibility to insure the horse/s against all risks while they are at this agistment property. The Agistor shall not be responsible for any disease, accident, illness or injury howsoever caused or arising to the horse/s whilst at this agistment property.

### **5. MINIMUM STANDARDS**

- a. The Agistor must ensure the paddock is:

- i. Structurally sound with fencing
- ii. Water supply to paddock/s is readily available.
- b. The Agistor is required to carry out general repairs and maintenance as required.
- c. The Agistor will provide space in a shipping container for two feed/general drums provided by agistee.
  - i. space in shipping container for saddle/bridle grooming gear.
- d. The Agistee agrees to not leave rubbish on property
  - i. If rubbish left by Agistee on premises, Agistor will remove said rubbish and bill Agistee accordingly.
- e.. The Agistor is required to feed out hard feed once daily included in agistment fee if feeds are required.
  - i. The Agistee must bag and label hard feed with day and horse name if requiring Agistor to feed out once daily.
  - ii. The Agistee to provide horse/s feed bin/s
  - iii. the Agistee responsible for cleaning of water trough in paddock as required
- g. The agistee will notify the landlord of the need for repair or maintenance should the need arise.
- h. Agistee horse worming to be viewed by Agistor on required day to keep worming cycle the same as other horses on the property.
  - i. On arrival to property, Agistor must witness Agistees' horse/s being wormed.
  - ii. If Agistee fails to provide horse wormer within future time of worming due. Agistor will provide wormer and bill wormer to Agistee.
- j. Prior to Agistee horse/s arriving on this property, 2 round bales of hay to have been delivered in advance and placed in paddock to be agisted, with one round bale preferably temporarily fenced off. When one bale eaten further round bales must have been organised for delivery.
  - i. Hay supply is the responsibility of the Agistee.
  - ii. Upon the Agistee failing to provide adequate food for the horse/s for more than 48 hours, the Agistor can and will notify the R.S.P.C.A. and supply the owners' name address and details.
- k. Agistee agrees to remove manure to manure pile in allocated area on a minimum weekly basis or more regularly and if unable to do so agrees the Agistor may immediately remove manure after

7 days of not being removed by agistor and charge agistee accordingly along with the fortnightly agistment fee.

- i. Agistor to make available wheelbarrow for manure removal
- ii. Agistee to provide own pooper scooper etc

i. The agistee accepts that they will be breaking the lease agreement by not removing manure on a weekly basis except under exceptional circumstances and therefore agrees termination of this Agistment Agreement will commence with 14 days of notice by Agistor.

L. The agistee agrees to leave the premises in the same condition as at the commencement of this agreement.

## **6. NOTICE TO TERMINATE BY THE AGISTEE**

a. If the Agistment Agreement is for a non-fixed period the Agistee may terminate the Agreement if they wish.

b. The Agistee may terminate the lease if the Agistor has breached any obligation of the Agistment Agreement.

c. If the Agistee wishes to terminate the Agistment Agreement they must serve a notice to terminate upon the Agistor, giving at least 14 days' notice, before vacation of the property.

## **7. NOTICE TO VACATE BY THE AGISTOR**

a. The Agistor may serve a notice if the Agistee has breached any obligation of the Agistment Agreement

b. The Agistor may serve notice to vacate upon the Agistee if the Agistment Agreement is due to expire or has expired. Such a notice

c. A notice to vacate must give the Agistee at least 14 days notice.

d. If the notice to vacate is served on the grounds that the Agistee has breached an obligation of the Agistment Agreement, the Agistee may remedy that breach within 14 days, and the notice to vacate ceases to have effect.

## **8. USE OF THE PROPERTY**

a. The Agistee agrees that the property will not be used for anything other than agistment purposes.

b. The Agistee agrees not to cause or permit a nuisance to be made on or from the property.

c. Agistee guest' Riders/Handlers under 18 years of age to be supervised at all times by a responsible adult whilst on the Agistors property.

i.. All Agistee guests to be made aware of the property rules found on our website [www.horseridingtasmania.net](http://www.horseridingtasmania.net) or to be read and sign in if coming through stable area when riding school is operating.

d. Supervision of Agistee guests or Agistee riders or handlers is the responsibility of the Agistee.

e. The Agistee and any guest of the agistee to complete Waiver forms and read Property Rules prior to riding on this property.

f. Richmond Valley Riding School students have priority over use of 20 X 60 shredded rubber surface enclosed dressage arena, obstacle or jump field, 1 klm fitness track, scenic trails. or large round yard 1 (*tracks/ruts made, to be raked after lunging) please replace cones or poles where you found them.*)

g. Gates to be left how they are found.

H.. Washing of Agistee horse/s will incur a fee of \$8 per wash as this property is on tank water.

j. Riding alone is not recommended, please make sure a responsible adult knows where you are riding and when you plan on returning, be familiar with our address and have a charged mobile phone in case of emergency.

k. Jumping.... not permitted unless under qualified insured coach supervision.

L. Indoor stable use is not permitted. Under cover yards may be used when not in use by riding school horses.

## **9. LOCKS AND SECURITY DEVICES**

a. The Agistee will not add, alter or remove any lock or security device.

b. If entrance gate to property is to be locked at any time for added security Agistor will provide Agistee a set of two (2 ) keys, a deposit of twenty dollars (\$20) required, refundable when horse leaves, invoice settled and keys returned in working order.

# HORSE AGISTMENT AGREEMENT HORSE DETAILS

Name..... Breed.....

Colour..... Markings..... Age.....

Brands..... left side ..... right side

Vacinations/Dates..... Last wormed.....

**PRIVATE PADDOCK** \$45 per horse per week (Owner responsible for (manure removal min weekly)  
\$42 per week for manure removal = \$6 per day  
\$7 per horse daily, (horse owner to remove manure)

\* WHEEL BARROW USE & MANURE DUMPSITE AVAILABLE  
All prices subject to change upon 2 WEEKS written or emailed NOTICE:

### Extra Services Below Can Usually Be Provided where Required

\*PRIVATE LESSONS: see website for prices [www.richmondvalleyridingschool.com.au](http://www.richmondvalleyridingschool.com.au) \$10 discount

\$3 \*Rugging and/or Unrugging if horse safe & quiet when/if able

\$3 \*Horse Catching & yarding for you or putting back in field if you are unable

\$15 \*Horse catching/holding putting back in field for vet/farrier etc.

\$15 \*1/2hr Catch/ Groom/Check, put back in field (includes rugging/unrugging where required)

\$15 \*1/2hr Catch/Groom/Tack Up (includes un-rugging where required)

\$8 \*Water for horse washing per wash

\$4 \*Hire of towels x 2 /sponge/sweat scraper/bucket

1 ROUND 5 x 4 BALE USUALLY LAST 10-14 days with a gut buster or ½ to ¾ of a square bale per day on average

**FOR SAFETY SAKE PLEASE LEAVE FACILITIES AS YOU FIND THEM:** eg: clean up your horses manure, rake roundyard/arena track if you churn it up while lunging at canter !!

**\*Place any equipment moved, back where you found it. Including arena tyres knocked out of place \*  
PLEASE DON'T ALLOW YOUR HORSE TO EAT RIDING SCHOOL HAY (move out of reach & put back when you are finished with yard/stable etc).**

I have paid \$10 & received key to the property front gate, refundable on return of key. yes  no

I understand and agree to the above terms inclusive with this 3 page agistment agreement, subject to review and or renewal six monthly or which ever comes first January and or July annually.

.....  
Owner's signature Name (printed) Date

.....  
Agistor's signature Name (printed) Date

.....  
Witness' signature Name (printed) Date