HOLIDAY
AGISTMENT AGREEMENT
FOR MAYFIELD BARE-HOOF-CARE CENTRE

This Agreement is dated the _____day of _____20

PARTIES

1. **Andrew Bowe and Nicole Bowe** of 470 Middle Creek Road, Yarck in the State of Victoria ("the Agistor")

2. _____of _____ ("the Agistee")
3.

   Email Address:_____

   Phone Number:_____

   Mobile Phone Number:_____

RECITALS

A The Agistor is the registered proprietor of the property described in **Item 1** of the First Schedule to this Agreement ("the Property").

B The Agistee is the owner of the livestock described in **Item 2** of the First Schedule to this Agreement ("the Livestock").

C The parties have agreed for provision of agistment of the Livestock on the Property for the consideration and on the terms set out in this Agreement.

COVENANTS

1. The Agistee warrants that it is the unencumbered owner of the Livestock and legally entitled to deal with the Livestock in accordance with the terms of this Agreement.

2. The Agistee shall pay for the agistment of the Livestock at the rate set out in **Item 3** of the First Schedule to this Agreement ("the Agistment Fee"). The Agistment Fee shall be paid in advance in respect of the Livestock.

3. (a) For the purposes of this Agreement:
   "GST" means GST within the meaning of the GST Act;"GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time.
   (b) The Agistment Fee is inclusive of GST.

   (c) The Agistor acknowledges that it is registered or entitled to be registered for GST. Where this Agreement requires the Agistee to reimburse or contribute to an amount payable by the Agistor to a third party, the amount requested to be reimbursed or contributed by the Agistee shall be the amount paid by the Agistor to the third party.

4. In consideration for receiving the Agistment Fee the Agistor agrees to agist the Livestock on the Property.

5. The Agistor reserves the right to relocate the Livestock on the Property from time to time at its sole discretion.

6. The parties agree the Extra charges for Agistee horses are to be paid to the Agistor by the Agistee for the services set out in **Item 4** of the First Schedule to this Agreement ("the Extra Services") including any extra charges requested by the owner as set out in **Item 4.**

7. The Agistee shall provide the Agistor with a signed statement comprising the **Second Schedule** to this Agreement stating the health of the Livestock, any insurance attaching to the Livestock and any conditions of insurance and any veterinary treatment the Livestock are receiving as at the date of this Agreement.

8. The Agistee acknowledges that there are risks involved in keeping horses that may result in serious injury and/or death occurring to the horse. Injuries or death may occur as a result of acts or omissions of the Agistor or may result from the ill-health of the horse, acts of the horse or other third parties.

9. During the term of this Agreement the Agistee:

   (a) shall assume the risk of accident, illness or misadventure occurring to the Livestock or the Agistee or the Agistee's agent or representatives whilst using or entering upon the Property; that is not covered by the propertys existing insurance; and

   (b) shall assume liability for any damage or injury caused to a third party or property by the Livestock whilst on the Property; that is not covered by the existing property liability and

   (c) warrants that the information represented and stated in the schedules is true and correct at the date of this Agreement and for the duration of the Agreement will update or provide any additional information,

   and shall indemnify and agree to hold harmless the Agistor and all of its employees' agents or servants and release them from any liability or responsibility for costs, losses, accident, damage, injury, illness or death to the Livestock whilst on the Property, howsoever caused. Notwithstanding any other provision of this Agreement, the Agistor will not be liable for any indirect or consequential losses or damages howsoever caused and the maximum liability of the Agistor under this Agreement or in connection with the Agreement is the total of the Agistment Fees paid under the Agreement.

10. The Agistor agrees to exercise all due care and skill and take all reasonable precautions for the care and safety of the Livestock during the term of this Agreement and if the Agistor becomes aware that the Livestock are apparently suffering from illness or accident the Agistor shall immediately notify the Agistee.

11. In the case of an emergency the Agistee:

   (b) authorises the Agistor to obtain veterinary treatment for the Livestock if the Agistor is unable to contact the Agistee by all reasonable methods; and

   (c) shall bear and be solely responsible for paying for any veterinary treatment administered to the Livestock.

12. The Agistee agrees that, should the Livestock die whilst on the Property, the Agistee shall bear and be solely responsible for the cost of the disposal of the Livestock.

13. The Agistee agrees that it shall:

   (a) not agist any Livestock known to be dangerous;

(b) pay for all medicine and veterinary treatment administered to the Livestock during the term of this Agreement; and

(c) regularly check the condition of the Livestock.

14. The Agistor shall have a general lien upon the Livestock for any Agistment Fee that remains unpaid for more than thirty (30) days. The lien may be enforced by the Agistor by the sale by auction or private treaty of any or all of the Livestock, or, at the Agistor's sole discretion, by retention of the Livestock by the Agistor for any cause or purpose (including without limitation the destruction of the Livestock if the Agistor, in its sole discretion, deems that it is in the best interests of the Livestock) without notice being given to the Agistee of such sale or retention.

15. The parties agree that the term of this Agreement shall be for the period set out in **Item 5** of the First Schedule to this Agreement.

16. This Agreement may be terminated by either party on one (1) month's notice to the other party. Termination of this Agreement does not release the Agistee from liability for payment of any Agistment Fee that remains outstanding at the date of such termination and if the Livestock is not removed from the Property by the Agistee or at the Agistee's cost by the date of termination, the Agistment Fee will continue to accrue and the provisions of clause 15 will apply, notwithstanding that termination has been effected.

18. Each party shall bear and be solely responsible for their legal costs and expenses associated with the preparation and signing of this Agreement.

19. Any dispute arising between the parties as a result of this Agreement shall be resolved by an arbitrator agreed upon by the parties or, if agreement cannot be reached, by an arbitrator nominated by the President of the Law Institute of Victoria. Subject to this clause 19, any decision reached by the arbitrator shall be final and binding on the parties. The arbitration shall be governed by the rules set forth in legislation governing arbitration in the State of Victoria. Notwithstanding the foregoing, the parties may seek urgent interlocutory legal action if the circumstances so require.

20. The parties may with the prior written consent of the other party assign this Agreement to any other person, such consent not to be unreasonably withheld.

21. Nothing contained in this Agreement constitutes either party as agent or partner of the other party or creates any agency or partnership for any purpose whatsoever.

22. This Agreement:

(a) constitutes the entire agreement between the parties and no earlier representation or agreement, whether oral or in writing, in relation to any matter dealt with in this Agreement will have any effect from the date of this Agreement;

(b) may not be varied in any way except with the written agreement of the parties; and

(c) shall bind and be enforceable by the parties and their respective representatives, successors and assigns.

23. This Agreement is governed by and is to be construed in accordance with the law for the time being in force in Victoria and the parties, by entering into this Agreement, will be deemed to have submitted to the non-exclusive jurisdiction of the courts of that State.

24. In this Agreement except to the extent that the context otherwise requires:

(a) any term defined in this Agreement has the defined meaning;

(b) words denoting the singular include the plural and vice versa;

(c) words denoting individuals or persons include bodies corporate and trusts and vice versa;

(d) reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;

(e) words denoting any gender include either gender; and

(f) reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia.

Signed as an Agreement.

Signed by: Nicole Bowe _____
("the Agistor")

In the presence of:

_____ _____
Name of witness Signature of Witness

_____
Address of Witness

Signed by (you) : _____
("the Agistee")

in the presence of:

_____ _____
Name of Witness Signature of Witness

_____
Address of Witness

FIRST SCHEDULE

Item 1: "Mayfield Barehoofcare Centre" 470 Middle Creek Rd Yarck, Vic 3719. Phone (03) 57734306 fax (03) 57734307 Mobile Nicky 0409 027 895 Mobile Andrew 0427 509 434 Email: info@barehoofcare.com

(Recital A)

Item 2: Description of Horse being Agisted

Name: _____

(Recital B) Height: _____

Age: _____

Breed: _____

Gender: _____

Colour: _____

Weight: _____

Allergies: _____

(Clause 2)

Item 3: **Holiday Agistment– Standard agistment in paddock**

Pony (under 12hh)	**$55 p/w**
Galloway (12hh – 14.3hh)	**$65 p/w**
Horse (15hh plus)	**$80 p/w**

Holiday agistment includes:
- paddock rent/management incl fencing, water trough maintenance.
- provision of a salt mineral lick.
- feeding out hay in a normal year including the cost of the hay.
- Horse management incl health checks and weight or BCS monitoring.
- Rugging with a supplied (owner supplies this) rug for the winter if needed.
- AM feed out of hard feed/medication (owner supplied)

Item 4:

Should your horse require a PM visit (second hard feeding, mixed and supplied by owner) the weekly cost will be as below. This amount reflects the additional labour.

Pony (under 12hh)	**$80 p/w**
Galloway (12.1hh-14.3hh)	**$90 p/w**
Horse (15hh plus)	**$105 p/w**

Should the owner request agistor to provide the hard feed, the weekly cost for mixing and feeding will be as below with the feed charged at cost (approx. between $10-$45 per week).

Pony (under 12hh)	**$100 p/w + feed @ cost**
Galloway (12.1hh-14.3hh)	**$110 p/w + feed @ cost**
Horse (15hh plus)	**$125 p/w + feed @ cost**

Drought – In times of drought, additional hay/feeds may be required and additional charges will apply.

Please add a one-off fee of **WEIGHING AND DRENCHING ON ARRIVAL of $25** to the first payment OR arrive with an Equest Plus Gel drench that the Agistor can administer on arrival.

EXTRA CARE: If your horse requires any extra care you will be charged for the time spent and for any materials used.

OWNER REQUESTED ADDITIONAL SERVICES:

- **Transport within Victoria if time permits $ 250-$450 depending on distance.**
- **Body Therapist (as charged)**
- **Clipping (as charged)**
- **Veterinarian/Dentist (as charged)**
- **Owner requested Lunging/exercise $25 / session**
- **Owner requested Groom and Shampoo $25 /session**
- **Special medication or treatments (at cost)**
- **Dietary supplements and other feeds are charged at cost or can be supplied by owner.**
- **Trimming $50 per trim**

(Clause 16)
Item 5: Terms of Agreement: Specified time frame.

SECOND SCHEDULE

I, _____ of _____
_____

Hereby warrant that, to the best of my knowledge and belief, the Livestock described in Item 2 of the First Schedule to this Agreement are in the following state of health and/or are currently receiving the following veterinary treatment:

Last Dental visit date:_____

Last Dental visit details: (please attach dental chart)_____
_____

Current Medication and treatments_____
_____
_____
_____
_____

Last examined by Veterinarian _____ of _____
_____on_____
For_____
_____
_____

Details of any previous examinations
(If X-rays were taken could you please allow us to view them)
_____
_____
_____
_____
_____

Details of any insurance policy attaching to the Livestock and any conditions of insurance which may impact the terms of this Agreement:
_____
_____
_____
_____

Hooves were last attended on: _____by:_____
Details_____
_____

Was last drenched on: _____ with: _____

Is difficult to drench YES/NO

Details_____
_____

Please list any vices_____

Please also provide or attach a brief description of current daily care and feeding.

Dated: _____

Signed by _____

For and on behalf of _____ ("the Agistee")