

RETIREMENT AGISTMENT AGREEMENT FOR MAYFIELD BARE-HOOF-CARE CENTRE

This Agreement is dated the _____ day of _____ 2025

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 Agistor carries on the business of rehabilitating horses with chronic lameness and long term agistment for retired horses.
- C The Agistee is the owner of the livestock described in **Item 2** of the First Schedule to this Agreement (“the Livestock”).
- D 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 monthly (every 4 weeks) in advance in respect of the Livestock, with the first payment due as at the date of this Agreement.
- 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 property's 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 agrees to provide the Agistee with reasonable access to the Livestock for the purpose of inspecting the condition of the same from time to time. The Agistee must notify the Agistor via email or text 0409 027 895 preferably one week before and at least two days prior to visiting to organise a mutually suitable time.
15. 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.
16. 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.
17. 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: Retirement Agistment \$54 per week – paid preferably monthly in advance set up as an automatic payment. (Using internet banking)

Please set up the direct deposits to start on 1st of the month.

If it is easier you can choose from the options below:

Weekly \$54

Fortnightly 108

Every three weeks \$162

Every four weeks \$216

OR on the first of every month \$234

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.

Horse/pony will be kept in a herd ranging from 2-8 horses in an appropriate paddock to maintain body condition from pasture intake in a normal seasonal year. Hay is normally fed out over the summer and the winter.

Retirement 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.
- Monthly hoof maintenance.
- Seasonal drenching.

Item 4: Extra charges for Agistees

If we need to charge you any extra, you will be notified in advance (if possible) and invoiced as the charges are incurred. You can also request additional services.

PELLETS: Some of the older horses that have trouble holding condition or have teeth that are failing, may need to be fed pellets or some may have issues with incisors and have trouble grazing and may need extra hay. For example, the cost for this is \$15 per week for 1 feed of pellets per day and \$15 per week for one biscuit of extra hay. If it is needed in the afternoon there will be a labour charge. See table below to understand how we calculate extra charges. Your standard monthly charge includes checking in the morning and feeding 2-3 biscuits of grass hay each daily.

Table: Extra charges for retirement agistment examples

	costs			
extra options	weekly Item	weekly labour	Total weekly	Total monthly
AM pellet feed	15	0	15	65
PM pellet feed	15	35	50	217
AM and PM pellet feed	30	35	65	282
PM lucerne hay	15	35	50	217
PM lucerne hay and pellets	30	35	65	282
medication options	If the medication goes in the feed, there will be no extra charge for labour			
	if we need to travel to horse and medicate there will be a charge			
AM medication	(3 mins)	2.75	19.25	83
PM medication	(10 mins)	9.17	64.17	278
AM and PM medication	(13 mins)	11.92	83.42	361

DROUGHT FODDER: In times of drought when we need to buy in hay and are feeding out more than one biscuit of hay per day, there will be a charge of approximately \$15/square bale for hay. Prices for this may vary according to the severity of the drought and supply and demand for hay.

DENTAL: Annual dental checks by our horse veterinarian and dentist will be charged at cost and the dental bills will be forwarded to you to pay.

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 \$150-\$350 depending on distance.
- Massage/clipping/veterinary check (as charged)
- Special medication or treatments (at cost)
- Euthanasia and burial on farm \$250 if resources are available.

(Clause 16)

Item 5:

Terms of Agreement: indefinite with annual revision.

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.

[illegible]

Dated: _____

Signed by _____

For and on behalf of _____ (“the Agistee”)