

# REHABILITATION AGISTMENT AGREEMENT FOR MAYFIELD BAREHOOF CARE CENTRE

This Agreement is dated the \_\_\_\_\_ day of \_\_\_\_\_ 2024

## PARTIES

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

2. \_\_\_\_\_ of \_\_\_\_\_  
 (“the Agistee” (horse owners name)) (horse owners address physical and postal)

Email Address: \_\_\_\_\_

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.
- 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 fortnightly (every 2 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 Agistment Fee Extras is to be paid to the Agistor by the Agistee for the **extra services set out in Item 4** of the First Schedule to this Agreement (“the Services”). Invoices will be sent out fortnightly or as charged by other providers. On arrival if both parties have agreed the first course of action is blood tests and or radiographs; payment in advance of \$120 for the bloods and \$280 for four views of each front foot will be collected.
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 treating horses with chronic lameness 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; 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.
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. The Agistee shall bear and be solely responsible for the payment of any stamp duty payable on 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.

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.



**Item 3:**

There are six levels of intensive care at our centre. Horses are either in the rehab shed (large open plan stable), ¼ minus large covered yards, rubber laneways, loop paddocks or small paddocks.

These fees have been calculated on an estimated labour cost per hour and the cost of grass hay fed.

Labour includes:

- Individual diet management and ration formulation
- Monitoring of the patient
- Paddock/lodgings maintenance
- Feeding the patient as needed
- Homecare notes and coaching
- Record keeping and photography
- Hoof examination and treatment as needed
- Daily boot management and bandage changes
- Poo pick up twice a day
- Rugging the patient if needed
- Liaison with owner and specialists

**Option 1: intensive care no boots no hard feeding**

Horse/pony is examined twice daily, fed hay 2-3 times daily, rugged and given medication if needed. Hooves are trimmed weekly at a minimum. Care, salt, Mag chloride water and grass hay is included.

**Option 2: Intensive care with boots (owner supplied) no hard feeding**

Same as option one but including daily management of boots that are supplied by owner.

**Option 3: Intensive care with boots, plus boot hire no hard feeding**

Same as option one but with our boots and includes the boot hire fee.

**Option 4: Intensive care with hard feeding**

Same as option one but including hard feeding (feed charged to owner at cost price). Feed billing spreadsheet will be provided to owner.

**Option 5: Intensive care with hard feeding and boot management**

Same as option one but including daily boot management (boots either purchased off us or supplied by owner), hard feeding (feed charged to owner at cost price). Feed billing spreadsheet will be provided to owner.

**Option 6: Intensive care with hard feed, boots and boot hire**

Same as option one but including daily boot management and boot hire (\$25 per week), hard feeding (feed charged to owner at cost price). Feed billing spreadsheet will be provided to owner.

(\*In times of drought or hay shortage if we have to buy in hay, there will be an extra charge per week of about \$10.)

<b>Minis- 12hh</b>	<b>Option 1</b>	- intensive care no boots, no feed	\$75 p/w
	<b>Option 2</b>	- intensive care + boots, no feed	\$105 p/w
	<b>Option 3</b>	- intensive care + boots, incl boot hire, no feed	\$130 p/w
	<b>Option 4</b>	- intensive care + feed, no boots	\$130 p/w

<b>Option 5</b>	- intensive care +boots, + feed	\$160 p/w
<b>Option 6</b>	- intensive care + boots, incl boot hire, + feed	\$185 p/w

<b>12.1hh – 14.3hh</b>	<b>Option 1</b>	- intensive care no boots, no feed	\$90 p/w
	<b>Option 2</b>	- intensive care + boots, no feed	\$120 p/w
	<b>Option 3</b>	- intensive care + boots, incl boot hire, no feed	\$145 p/w
	<b>Option 4</b>	- intensive care + feed, no boots	\$145 p/w
	<b>Option 5</b>	- intensive care + boots, + feed	\$175 p/w
	<b>Option 6</b>	- intensive care + boots, incl boot hire, + feed	\$200 p/w

<b>Horses 15-16.2hh</b>	<b>Option 1</b>	- intensive care no boots, no feed	\$105 p/w
	<b>Option 2</b>	- intensive care + boots, no feed	\$135 p/w
	<b>Option 3</b>	- intensive care + boots, incl boot hire, no feed	\$160 p/w
	<b>Option 4</b>	- intensive care + feed, no boots	\$160 p/w
	<b>Option 5</b>	- intensive care + boots, + feed	\$190 p/w
	<b>Option 6</b>	- intensive care + boots, incl boot hire, + feed	\$215 p/w

<b>Stallions/heavy breeds</b>	<b>Option 1</b>	- intensive care no boots, no feed	\$115 p/w
	<b>Option 2</b>	- intensive care + boots, no feed	\$145 p/w
	<b>Option 3</b>	- intensive care + boots, incl boot hire, no feed	\$170 p/w
	<b>Option 4</b>	- intensive care + feed, no boots	\$170 p/w
	<b>Option 5</b>	- intensive care + boots, + feed	\$200 p/w
	<b>Option 6</b>	- intensive care + boots, incl boot hire, + feed	\$225 p/w

#### Item 4:

##### Extra services charges:

- : Transport within Victoria \$150 - \$350 depending on distance and if time permits.
- : Boots new cost approx. \$140-\$180 per 1 boot and pads \$20-\$35 each. Depending on the horse, boots generally last 2-3 months. For short term use and lower cost hire of boots and pads is \$25 per week.
- : Consumables such as ointments, bandages, dressings and hoof pads are itemised and charged at cost.
- : Full Blood profile \$120 (subject to change)
- : Radiographs of front feet (4 views each, subject to change) approx.. \$330.00
- : Drenching \$25 (animals drenched quarterly and on arrival)
- : Massage Therapist \$ 55 – \$90 (eg: EMT / Bowen)
- : Veterinarian/Dentist – as charged
- : Owner requested Groom and Shampoo \$25/session
- : Special medication or treatments (Cost)
- : Dietary supplements and other feeds we use charged at cost or can be supplied by owner.
- : Euthanasia and burial on farm \$250.

**Item 5:** Term of Agreement: up to 6 months.

**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:

Current Medication and treatments \_\_\_\_\_

Last examined by Veterinarian \_\_\_\_\_ of \_\_\_\_\_  
on \_\_\_\_\_

For \_\_\_\_\_

Details of examination (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:

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

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Hooves were last attended on: \_\_\_\_\_ by: \_\_\_\_\_

Details \_\_\_\_\_

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Was last drenched on: \_\_\_\_\_ with: \_\_\_\_\_

Details \_\_\_\_\_

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Teeth were last attended on: \_\_\_\_\_ by: \_\_\_\_\_

Details \_\_\_\_\_

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Dated: \_\_\_\_\_

Signed by \_\_\_\_\_

For and on behalf of \_\_\_\_\_ ("the Agistee")