

# Kellys Road Agistment

## AGISTMENT AGREEMENT

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

between Property Owner, Kellys Road Agistment "Kellys Road Agistment Centre" 130

Kellys Rd Onkaparinga Hills. SA 5163 0406 679 296 ( the "Property Owner") and

Horse Owner's Name :

\_\_\_\_\_

Residential & Postal Address :

\_\_\_\_\_

Phone Number : \_\_\_\_\_ ("the Horse Owner")

Whereby the Property Owner agrees to agist the Horse Owner's horse or horses, as identified on schedule 1 in the item Number Of Horses Schedule 3 The Application, ("the horse") at the Agistment property at Kellys Road Agistment Centre, 130 Kellys Road, Onkaparinga Hills SA 5163 on the conditions below.

1. a. The Horse Owner agrees to pay all the Property Owner's agistment and other charges as detailed in Schedule 1, which will be rendered and payable according to the Payment Frequency noted in Schedule 1. Interest at 2% per Month is payable on accounts overdue 30 days.
- b. The Horse Owner agrees that the Property Owner may increase or modify the agreed charge as detailed in Schedule 1 at any point and give 2 weeks notice of increase before it applies.
2. Responsibilities under Agistment Agreement :
  - a. Kellys Road Agistment Centre shall be responsible for the supply of facilities, paddocks and the supply of water.
  - b. The horse is at the Horse Owner's risk at all times. It is the Horse Owner's responsibility to insure the horse and any progeny against all risks while they are at the Agistment property or being transported to and from the property. The Property Owner shall not be responsible for any disease, accident, illness or injury howsoever caused or arising to the horse whilst transporting to or from the Agistment property, or at the property. The Horse Owner shall also be responsible for all aspects of the horses care, including but not limited to the Hoof Care, Teeth Care, Veterinary Care and adequate feed for the agisted horse. The Horse Owner shall also agree to pay all costs associated with this agreement on the terms provided herein.

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### 3. Horse and Horse Owner Care:

- a. The Horse Owner agrees that the Land Owner may at its's absolute discretion remove the agisted horse to other paddocks situated on the property.
  - b. Kellys Road Agistment Centre shall be entitled, at it's absolute discretion, to remove any rugs or equipment from the agisted animal or take any other precautions which may be reasonably necessary in the interests of the agisted horses welfare and safety.
  - c. While riding or training the horse all Horse Owners and their authorised visitors are advised to wear current approved safety helmets, to wear appropriate riding footwear such as riding boots with a small heel, and must sign an "assumption of risk" form (and any other form) as required.
  - d. No other person shall be authorised to enter the property and/or ride the agisted animal on the property without the consent of Kellys Road Agistment Centre and Kellys Road Agistment Centre shall reserve the right to attach conditions to such consent at their ultimate discretion.
4. Either party must notify the other immediately if they become aware that the agisted animal is suffering from, or has been in contact with any significant or notifiable sickness, disease or injury.
5. Kellys Road Agistment Centre will make all efforts to inform the Horse Owner if their agisted animal falls ill but if either consent or contact is not successful, the Horse Owner fully authorises Kellys Road Agistment Centre to engage a farrier, veterinary services, horse dentist or any other practitioner on their behalf at the Horse Owners expense to perform any service or treatment that Kellys Road Agistment Centre consider necessary and reasonable at the absolute discretion of Kellys Road Agistment Centre.
6. In an extreme situation only, and after unsuccessful attempts to contact the owner, there owner extends to Kellys Road Agistment Centre the right to "put down" or euthanise the agitated animal, where a veterinary practitioner recommends doing so and/or any other third path 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 presents a serious threat to a person or other animals.
7. The Horse Owner acknowledges that horses get injured or die regardless of the care taken and the safety of the environment. In the case of death of a horse, it is the owner's responsibility to arrange disposal of the carcass.

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8. Liability and Insurance
- of
- a. During the period of agistment and riding on the properties the agisted animal shall be held by the Kellys Road Agistment Centre at the risk the Horse Owner from accident, illness or misadventure of any description and where allowed by law the owner hereby releases and indemnifies Kellys Road Agistment Centre from all claims of any description arising in connection with any injuries or loss suffered by;
    - i. The agisted animal;
    - ii. Other stock whether under the care of the Kellys Road Agistment Centre or otherwise;
    - iii. The property and the business the Property Owner's business; or
    - iv. Any other person or property.
  - b. The Horse Owner shall be responsible for the payment of all expenses incurred by Kellys Road Agistment Centre in the event that the agitated animal requires veterinary treatment or supplementary care and feed.
  - c. Kellys Road Agistment Centre shall not be responsible to the Horse Owner for any loss or injury which may occur through the escape of the agisted animal from any part of the property in which they may be paddocked and the owner shall indemnify Kellys Road Agistment Centre against any claim which may be made against the Kellys Road Agistment Centre in consequence of any trespass by the agisted animal.
  - d. The owner indemnifies Kellys Road Agistment Centre from and against all damages, cost, action, claims and demands which may be recovered or made against Kellys Road Agistment Centre by the the Horse Owner or any relative, friend, horse, visitor or any third party of the agisted animal owner for any injury, loss, damage; which he/she/ they or it may sustain whilst using or being on the property.
  - e. The Horse owner will maintain the appropriate insurances required as a result of the indemnities in this clause or agree to bear personally any of the risks involved acknowledging that rural properties and horse activities carry inherent risks and/or dangers for example the the unpredictability of horses and animals, wombat and rabbit holes, poisonous snakes and spiders, falling branches and trees, barbed wire fencing and all types of fencing which may cause injury to horses, stock and people. By signing this agreement, the Horse Owner represents that they have the appropriate insurances for the keeping of the agisted animal and the Horse Owner indemnifies Kelly Road Agistment Centre to the fullest extent permitted by law for any injury, loss, damage or death caused as a result of the agistment.
  - f. It is the Horse Owner's responsibility to insure the horse and tack/ equipment against all risks while they are on the property or being transported.

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9. Kellys Road Agistment Centre Right To Monies Owed
  - a. The Horse Owner gives the Property Owner a lien over the horse and progeny for payment of the agistment fees and all other charges and expenses which the Horse Owner must pay under this agreement. This means that the Horse Owner may not remove the horse or it's progeny from the property while any part of this Agreement is NOT fulfilled.
  - b. The horse owner may sell the horse and/or its progeny at auction or by private sale to recover any monies unpaid for 60 days after the Property owner has sent the account.
10. The horse Owner will not assign this agreement without written consent from the Property Owner. This consent is completely at the discretion of the Property Owner.
11. The Property Owner may assign this agreement at any time without notice and without consent of the Horse Owner.
12. On execution of this agreement the initial payment as defined in Schedule 1. Is due and payable. Payment is required before the horse(s) enter the property.
13. The Initial Payment includes the Security Deposit which is held by Kellys Road Agistment Centre and can be set off against any monies owed by the Horse Owner when this agreement is terminated.
13. The Horse Owner may terminate this agreement by giving notice in writing in advance by at least the Notice Period. The Initial Payment may be used at this time to pay for the remaining weeks on the property. The Horse Owner may forfeit the Initial payment in Lieu of notice.
14. The Horse Owner may terminate this agreement by giving notice in writing in advance by at least the Notice Period. The Initial Payment may be used at this time to pay for the remaining weeks on the property. the Horse Owner may forfeit the Initial Payment in Lieu of notice.
15. The Horse will be agisted in the Paddock identified in Schedule 1 as the item Paddock Assigned. The Property Owner may move the Horse to another Paddock if required upon giving 2 weeks notice to the Horse Owner or less in emergency situations.
16. Where the Paddock Type as identified in Schedule 1 is Shared, the Property Owner may put other horses in the paddock up to and including the number of horses designated for the paddock in Schedule 4 Paddock Layout by giving 2 weeks notice.

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17. Where the Paddock Type as identified in Schedule 1 is Shared the property Owner may put other horses in the paddock up to and including the number of horses designated for the paddock in Schedule 4 Paddock Layout by giving 2 weeks notice.

**I, the Owner of the said horse/horses have read and understood the terms and conditions of this agreement and agree to abide by them.**

**Furthermore I have inspected the properties and have found them to be satisfactory.**

**I understand that my horse/horses and on rural properties, including but not limited to horse riding, are at my own risk.**

**I acknowledge that the safety precautions imposed are served to me and others but are not a guarantee of safety. I understand that horses are unpredictable by nature, that when frightened their instincts are to jump forward or sideways, to run away from danger, to kick, to rear up, buck or bite. I declare that I am in sound condition and undertake all responsibilities within this agreement with the knowledge of the physical demands required.**

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**Horse Owner's Signature**

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**Name (printed)**

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**Date**

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**Property Owner's Signature**

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**Name (Printed)**

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**Date**

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### Schedule 1.

**Agistment fee:**      \$\_\_55\_\_ per horse per week.

Payment Frequency: \_\_Fortnightly\_\_

Security Deposit:      Equivalent to 2 weeks payments, which equals \_\_\_\_

Advance Payment:      Equivalent to 2 weeks payments, which equals \_\_\_\_

Initial Payment:      Security Deposit plus Advance Payment, which equals \_\_\_\_

Number Of Horses: \_\_\_\_

Paddock Assigned: \_\_\_\_

Paddock Type:      \_\_Shared\_\_

Bank Account details

ACC NAME – KR Agistment

BSB – 805 050

ACC Number - 102403426

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### Schedule 2.

### MEDICAL HISTORY (CONFIDENTIAL)

The following information is intended to assist Kellys Road Agistment Centre in case of any emergency with you/your family.

#### **Name and Telephone numbers of contact people**

Emergency contact Name	Relationship to rider	Home No.	Work No.	Mobile
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#### **Please circle if you/your child suffer from any of the following:**

Any pre-existing medical or other condition that may affect the rider or put other people at risk;

Asthma	Epilepsy/Fits	Fainting/Dizziness	Blackouts/Migraines
Intellectual Disability	Heart/Blood Condition	Back Problems	Pregnancy
Uneven Pupils	Recent Injuries	Medications	Diabetes

Other: \_\_\_\_\_

#### **Allergies**

Describe: \_\_\_\_\_

Reaction: \_\_\_\_\_

#### **Tetanus Immunisation**

It is particularly important that people dealing with horses are immunised against tetanus. Tetanus is normally given at five years of age as Triple Antigen or CDT and at fifteen years of age as ADT. Year of last tetanus immunisation: \_\_\_\_\_

#### **Medication**

Is it necessary for the rider to carry their own medication at all times? YES / NO

If YES please complete the following: Name of Drug: \_\_\_\_\_

Dosage: \_\_\_\_\_ Frequency: \_\_\_\_\_

#### **Consent to Medication Attention**

I authorise the instructor in charge to administer first aid and call and ambulance if necessary for the medical attention of myself/my child. I agree to bear any cost thereby incurred.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Parent or Guardian** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(If applicant under 18 years of age)

**Name of Parent/Guardian:** \_\_\_\_\_

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## **AGISTMENT AGREEMENT**

### **Schedule 3 The Application:**



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### **Schedule 4 Paddock Layout:**