

AGISTMENT AGREEMENT

Agistment details

This is an agreement for the agistment of one horse or horses.

It is made the _____ Day of _____ 20____ between:

Agistor: Clifton Land Company, trading as Clifton Eventers, of 154 Muriwai Valley Road, Waimauku, Auckland 0881 (“the agistor”) and The Horse Owner (“the owner”) whose particulars are:

Horse owner’s name: _____

Address: _____

Phone: _____ Mobile: _____

Email address: _____

Emergency contact name: _____ Emergency contact phone: _____

Horse details

Name of Horse(s) (“the agistee”): _____

Horses sex: _____ Gelding Mare

Breed of Horse(s): _____

Brands / markings: _____

Vaccination record (type, date): _____

Date of last worming: _____ Drench used: _____

Your normal vet: _____ Contact number: _____

Normal farrier: _____ Contact number: _____

(Please note that in the event of an emergency, if you do not have a vet, we will use Phil Robinson of Equine Veterinary Services)

Please list all the horses pre-existing injuries, ailments, vices other known problems:

In the event of an emergency (i.e., life threatening injury) the owner of the said horse agrees to pay the veterinary expenses up to a maximum limit of \$ _____

Is the horse insured? _____ Insured value: _____

Insurer name and contact number: _____

Agistment details

Specific services provided in addition to or at variance with the Standard Terms and Conditions:

Equipment provided with horse:

Bridles: _____

Saddles: _____

Covers: _____

Other: _____

Standard Terms and Conditions

Whereby the agistor agrees to agist the owner's horse or horses identified above ("the horse") at the agistment property at 154 Muriwai Valley Road, Waimauku, Auckland 0881 ("the agistment property") commencing from the date of this Agreement on the conditions set out below:

1. The client warrants that he / she (or in the case of a limited liabilities company) is the registered owner (or leasee) of the horse.
2. The equine will be wormed upon arrival.
3. The agistor will raise invoices and require payments on the following basis:
 - 3.1. Monthly basis at the start of the month;
 - 3.2. Payment required within seven days of invoice date;
 - 3.3. All outstanding accounts will incur a \$10 per month late fee;
 - 3.4. Deposit required for new agistees equal to two week's agistment to be paid prior to delivery of the horse.
4. The owner agrees to pay all the agistor's agistment and other charges, which will be rendered and payable monthly. Interest at 2.5% per month is payable on accounts overdue 30 days. Rates are subject to change without notice, and supplementary feeding due to seasonal conditions will be charged at the agistor's discretion.
5. The horse/s and shall be under the care of the agistor and/or the agistor's veterinarian and may receive such treatments and examinations as they shall in their absolute discretion prescribe. The owner will pay all veterinary charges and other charges incurred while the horse is at the agistment property and indemnifies the agistor for these charges.
6. In cases except emergencies, the agistor will endeavour to contact the owner before calling out the vet.
7. The owner agrees to pay all charges and GST applicable to the horse for, but not limited to, agistment fees, transport to and from the agistment property, all treatments, examinations, and medicines administered whether by the agistor's veterinarian, employees of the agistor or others, farrier and charges incurred and any other costs incurred by Clifton Eventers and when demanded during the horse's stay on the agistment property.
8. The owner gives the agistor a lien over the horse for payment of the agistment fees and all other charges and expenses that the owner must pay under this agreement. This means the owner may not remove the horse from the property while the owner does NOT fulfil any part of this agreement.
9. The agistor may sell the horse at public auction or by private sale to recover any monies unpaid for 60 days after the agistor has sent the tax invoice or account for payment and two subsequent follow-up reminders. The owner irrevocably appoints the agistor as the owner's 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.
10. It is the responsibility of the owner to provide all relevant information to the agistor regarding the history of vaccinations, worming, hoof maintenance, teeth care and past and present diseases, injuries or illnesses that may affect the health of the equine and /or other horses' agisted at the agistment property. They must also advise of any vices the horse has.
11. The owner must notify the agistor immediately the owner becomes aware that the horse suffers or has been in contact with any significant or notifiable sickness, disease or injury.
12. The owner will provide one week's written notice of their intention to remove the horse otherwise one week's agistment must be paid in lieu.

13. The agistor does not accept colts, stallions or geldings that have been gelded in the previous two months, pregnant mares, or dangerous horses unless by special agreement.
14. The agistor reserves the right to terminate the agistment at any time, and may request removal of the horse from its property if it considers it necessary for any reason, including but not limited to reasons of health, such as contagious disease or where the behaviour of the horse threatens the welfare of other horses, the staff or other users of the facilities. The cost of any quarantine, maintenance and removal of the horse shall be borne by the owner.
15. The owner agrees that the horse and any equipment will be left at the agistment property at his/her own risk. It is the owner's responsibility to insure the horse and horse gear/equipment against all risks while they are on the property or being transported.
16. The owner agrees that he will not hold the agistor, its employees, servants, agents, veterinarians or farriers liable for any injury, death, loss or damage of any kind whatsoever that may occur to the horse, individual or equipment at the agistment property or elsewhere.
17. The owner agrees to indemnify the agistor for any damage or injury caused by the horse.
18. Every effort must be made to avoid situations that have the potential to create accidents. The owner is required to report any safety issues to the agistor or representative thereof immediately. Riders must wear ASA approved horse riding helmets whenever mounted. A saddle and bridle must be used whenever riding. Horses may only be ridden at the walk or trot unless being ridden in an arena, gallop paddock or the cross-country area. Horses must not be ridden in the stable block. Smoking is prohibited within any building and discouraged throughout the property.
19. After saddling or grooming horses in the stables, the area must be cleaned when vacated unless in a group paddock.
20. The horse will be hard fed unless otherwise agreed and will have a consistent supply of haylage. Supplements & special feed requirements charged at extra cost. Premixed feeds and bagged and labelled hay supplied by the owner will be fed out at \$1.50 per feed delivery. Requirements must be estimated and paid in advance in order that a regular monthly payment can occur.
21. Horses will be rugged (waterproof rugs) and unrugged according to conditions. If rain is predicted, rugs will be left on. Rugging will normally occur at the same time as the evening feed if rain or low temperatures are predicted. The owner is to provide rugs suitable for the season.
22. Horses agisted normally have access to the facilities, including the arenas, horse walker, wash bays, tie up areas in stables complex, gallop track and cross country training area (subject to ground conditions).
23. Post & rail stables in the stable block are available to the owner on a casual basis (before shows, recovering from injury, etc) by prior arrangement. If this is required on a regular basis an additional charge will apply.
24. This contract shall not be assigned or transferred to any other person or party.
25. I, the owner of the said horse have read and understand the terms and conditions of this agistment agreement and agree to abide by them. Furthermore I have inspected the property and have found it to be satisfactory.

I understand the basic cost for agistment services as agreed for my horse is \$ _____ per week inclusive of GST and that veterinary, farrier, special feeds and other services will incur an additional charge.

The owner confirms they have read and agree to the full terms and conditions of agistment.

Name of Owner: _____

Signed by Owner: _____ Date: _____

Signed by authorised Clifton Eventers representative:

_____ Date: _____