**CONDITIONS OF AGISTMENT AGREEMENT AND WAIVER OF LIABILITY**

SUGARD PTY LTD ABN46355378341 at Wilmslow Park, 15/17 Alkoomie Place Wilton 2571NSW

This Agreement is made the \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_ between Wilmslow Park Pty/Ltd. ABN 62691443557

I, the Horse Owner\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of residential address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Horse/s:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Whereby the agistor agrees to agist the Owner’s horse or horses identified below at the Agistment Property 15 & 17 Alkoomie Place Wilton 2571 NSW, on the conditions set out below:

1. The horse owner agrees to pay all the Agistors agistment and other charges as detailed below, which will be rendered and payable monthly on or before the first day of each month. Interest 10% per month is payable on accounts overdue 14 days.
2. The horse is at the Horse Owners risk at all times. It is the Horse Owner’s responsibility to insure the horse against all risks while at the Agistment property or being transported to and from the property. The agistor 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 whilst agisted at the property. Horses must be wormed regularly and vaccinated against tetanus and strangles or the Agistor can administer the worming and injections at your request and be reimbursed by the Horse Owner.
3. The Horse Owner must notify the Agistor immediately the Horse Owner becomes aware that the horse suffers or has been in contact with any significant or notifiable sickness, disease or injury. Veterinary services for the horse may be provided at the discretion of the Agistor in consultation with the Agistors veterinarian. The Horse Owner will pay all veterinary and other charges incurred while the horse is at the Agistment property. The Horse Owners preferred vet and phone number can be given if you have one: Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ph:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. All possible care is taken of agisted horses. Horses will be fed daily and rugged as required. Please note that a horse may not be rugged if the Agistor or anyone acting on behalf of the Agistor does not feel safe in doing so. However, Agistment is provided on the understanding that neither the landholder, proprietors, their family, nor anyone acting on their behalf accepts liability for any loss, damage, accident, injury or illness to your horse, riders, owners, their children, family and spectators or any other person or property. The Horse Owner agrees to indemnify and keep indemnified and to hold harmless the landholder, their family, proprietors and their servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them or any of them arising from lack of duty of care in any situation or in relation to the use of the property for the period of Agistment.
5. The Horse Owner must clean up after themselves.
6. The Horse Owner must give two weeks notice before removal of their horse or more if possible.
7. The Horse Owner gives the Agistor lien over the horse for payment of the Agistment fees and all other charges and expenses which the owner must pay under this Agreement. This means that the Horse Owner may not remove the horse or any gear, saddles etc. from the property while any part of this Agreement is not fulfilled.
8. The Agistor may sell the horse at public auction or by private sale, to recover any monies unpaid if an account is outstanding for one month after the Agistor has sent the account.
9. The Horse Owner irrevocably appoints the Agistor as the Owners attorney with power to sell the horse and gear, saddles etc. and to sign all transfers and other documents to do everything necessary to effect and complete the sale and receive the purchase price and credit it towards the costs of sale and all monies owing.
10. This Agreement is valid from date of signing until the removal of horse owners horse.
11. It is the Horse Owners responsibility to have their own public liability or private insurance in relation to the above.
12. All horse tack, equipment and horse float is kept at the Agistors own risk. Wimlsow Park Pty. Ltd. are not liable if agistors property gets damaged, stolen or burnt. Agistors must take out your own insurance and public liability insurance.

**Agistment fee/rate is $\_\_\_\_\_\_ +feed $ per week per horse payable one month in advance (subject to change at 14 days notice).**

I have read “Conditions of Agistment” and agree to be bound by them.

SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Horses Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Height: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Colour: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sex: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brands Near Side: Off Side:

Markings (star, socks, scars)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Microchip Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of last worming: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of last Tetanus/Strangles:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of last Dentist visit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Details of horses current feed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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