

Horse Agistment Agreement

This is an agreement for the agistment of one horse or horses made the _____ Day of _____ 20____ Between:

Agistor: Watershed Partnership (hereinafter referred to as "Watershed Farm")
ABN 47 289 906 143 of "Watershed Farm", PO Box 1569, Moppity Road, Young, NSW ("the agistor")



And

The Horse Trainer/Owner ("the owner") whose particulars are:

Horse Owner name: _____

Address: _____

Ph: _____ Mobile: _____

Email address: _____

Contact facsimile: _____

Whereby the agistor agrees to agist the owner's horse or horses identified below ("the horse") at the Agistment property at "Watershed Farm", PO Box 1569, Moppity Road, Young, NSW for the following period of weeks commencing from the date of this Agreement on the conditions set out below:

1. The owner agrees to pay all the Agistor's agistment and other charges, which will be rendered and payable monthly. Interest at 2% 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.
2. The horse is at the Owner's Risk at all times. It is the 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 Agistor shall not be responsible for any disease, accident, illness, injury or death howsoever caused or arising to the horse whilst at the Agistment property or transporting to or from the Agistment property.
3. 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.
4. The horse/s and/or progeny shall be under the care of Watershed Farm 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.
5. The owner agrees to pay all charges + GST applicable to the horse and/or progeny 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 Watershed Farm or others, and any other costs incurred by Watershed Farm during the horse's and/or progeny's stay on Watershed Farm.
6. The owner gives the agistor a lien over the horse and progeny for payment of the agistment fees and all other charges and expenses which the owner must pay under this agreement. This means the owner may not remove the horse or its progeny from the property while any part of this agreement is NOT fulfilled by the owner.
7. The agistor may sell the horse and/or its progeny 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.
8. The owner irrevocably appoints the agistor as the Owner's Attorney with power to sell the horse and/or its progeny 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.

Owner's signature

Print name

Date of signing

Agistor's signature

Print name

Date of signing

Witness' signature

Print name

Date of signing

PLEASE SEND OR FAX THIS FORM TO THE ADDRESS BELOW