



AGISTMENT AGREEMENT

This Agreement is made on the _____ (Date DD/MM/YYYY)

Between

Coromandel Agistment PTY LTD
1580 Silverdale Road, Silverdale, NSW 2752
(Hereafter referred to as 'Agistment property')

And

Name _____

Residential & postal address:

Phone Number: HM _____ WK _____ MB _____

Email: _____

Emergency Contact: _____ MB _____

(Hereafter referred to as 'Owner or Owner's')

Whereby **Coromandel Agistment PTY LTD** agrees to agist the **Owner's** horse or horses identified in appendix A (hereafter referred to as 'horse') at the Agistment property located at "Avoca" 1580 Silverdale Road, Silverdale, NSW 2752 on the conditions set out as below.



1. The Owner agrees to pay COROMANDEL AGISTMENT PTY LTD all agistment fees and other charges as detailed below, which will be rendered and payable fortnightly in advance – unless otherwise arranged. An additional charge of \$15.00 per month is payable on any overdue invoices once 14 days overdue.
2. 7 days written notice must be given if either Agistor or Agistee wishes to cease agistment at Coromandel Agistment.
3. The horse is 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.
4. COROMANDEL AGISTMENT PTY LTD shall not be responsible for any disease, accident, illness, injury or death howsoever caused or arising to the horse, Owner, or other persons while transporting to or from the Agistment Property
5. The Owner must notify COROMANDEL AGISTMENT PTY LTD immediately once the 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 and / or progeny will be provided at the discretion of COROMANDEL AGISTMENT PTY LTD in consultation with COROMANDEL AGISTMENT's veterinarian, and where practical, the Owner. The Owner will pay all veterinary and other charges incurred while the horse is at the Agistment property or being transported to or from the properties.
6. It is the Owners responsibility to ensure all vaccinations are kept current and up to date
7. The Owner gives COROMANDEL AGISTMENT PTY LTD 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. The owner may not remove the horse and / or it's progeny from the Agistment properties while any part of this agreement is not fulfilled without permission from COROMANDEL AGISTMENT PTY LTD.
8. COROMANDEL AGISTMENT PTY LTD may sell the horse and/or it's progeny at public auction or by private sale, to recover any monies unpaid for 60 days after COROMANDEL AGISTMENT PTY LTD has supplied the Owner with the account.
9. The Owner irrevocably appoints COROMANDEL AGISTMENT PTY LTD 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.



10. COROMANDEL AGISTMENT PTY LTD reserves the right to terminate this Agistment Agreement with the Owner without notice due to change of circumstances, or failure to adhere to the terms outlined in this contract.
11. Agistment fees and rates (as per appendix A) are payable fortnightly in advance, unless otherwise arranged, and are subject to change with 30 days' notice.
12. All trainers are responsible for all fees incurred while horses are being agisted, unless Owner/s have agreed to be invoiced directly. This must be provided in writing including all billing details directly from each Owner. Invoices will not be split amongst anymore than two owners or Syndicate shareholders.

Account Payments can be made to:
Coromandel Agistment PTY LTD - BSB 012-559 ACC 2902-46876
Please include NAME and INVOICE NUMBER



**Assumption of Risk Form for Horse Riding Activities.
Horse Riding is a Dangerous Activity.**

DETAILS OF AGISTEE AND/OR FAMILY MEMBERS

Please List details of all family members who will be handling/riding the agisted horse/horses at
Coromandel Agistment

Full Name Age Level of Experience (ie. No. of Rides)	Little 10 - 20	Some 20 – 50	Average 50 – 100	Very 100+

1. The Owner acknowledges that Coromandel Agistment PTY LTD relies on the information provided by the Owner and the Owner states that all such information is accurate and complete.
2. The Owner acknowledges that horse riding is an inherently dangerous activity. The Owner recognises that there are risks specifically associated with the activity, some of which include: the unpredictability of animals (especially if they are frightened or hurt, no matter how well trained they are); the remoteness of the area in which riding takes place; sudden and unexpected changes in the weather; physical exertion for which the Owner or their horse may not be prepared; difficulties in evacuation if the Owner or their horse becomes disabled.
3. The Owner agrees with Coromandel Agistment PTY LTD that they will obey and will comply with all the rules and/or directions made or given by Coromandel Agistment PTY LTD in connection with riding. In particular, the Owner has been advised to wear an approved helmet at all times whilst riding.
4. The Owner accepts all risks associated with the activity, including the possibility of injury, death, loss or damage to the Owner or their horse.
5. The Owner is to treat all electric taped and wire fencing as electric.



6. The Owner agrees to indemnify Coromandel Agistment PTY LTD against all claims made by any other person against Coromandel Agistment PTY LTD in respect of any injury, loss or damage suffered by the Owner, their horse or by any person or their horse arising from of in connection with the Owners riding activities, whether such injury, loss or damage was caused directly or indirectly by the negligence of Coromandel Agistment PTY LTD.
7. The Owner hereby releases Coromandel Agistment PTY LTD from all such claims, and indemnifies Coromandel Agistment against all claims made by or on behalf of any other person.
8. The Owner must report all incidents, injuries, loss or damage to Coromandel Agistment PTY LTD before they leave the Agistment property.
9. If the Owner or their horse suffers any injury or illness, the Owner agrees that Coromandel Agistment PTY LTD may provide evacuation, first aid and medical treatment at the Owners expense and the Owners acceptance of these terms and conditions constitutes the Owners consent to such evacuation, first aid and/or medical treatment.
10. By my signature below, I (Owner/Rider) accept that I fully understand the contents and effect of this document. I further intend that this document remain current for all Owner activity at the Coromandel Agistment property until I notify Coromandel Agistment in writing that I have revoked my agreement.

Name of Owner/Rider.....

EFA Number.....

Name of Horse/Horses.....

Address.....

Phone.....

Signature of Owner/Rider..... Date.....



Horse Details and Agistment fees and rates

Name of Horse:

Age:

Breed:

Colour:

Vices:

Injuries:

Recent Illness:

Vaccination Status:

Notes:

Agreed Agistment fee/rate:

inc GST per week.

Name of Horse:

Age:

Breed:

Colour:

Vices:

Injuries:

Recent Illness:

Vaccination Status:

Notes:

Agreed Agistment fee/rate:

inc GST per week.

Owner's Signature

Owners Name

Date