

## **Horse Agistment Agreement**

THIS AGREEMENT is made the      day of      2020.

### ***Parties***

1. Between the persons named in items 1 and 2 in the Schedule and respectively known as the Proprietor and the Owner.

## **THE PARTIES AGREE**

### ***2. Definitions***

**“horse”** means the horse and horse mentioned items 3 and 4 of the Schedule.

**“the property”** means the property mentioned in item 5 of the Schedule and shall include all other lands and paddocks used by the Proprietor in connection with the business carried out on the stud.

**“the Owner”** means the Owner and his or her personal representatives and in the case of two or more persons constituting the Owner shall mean each of those persons and each of their personal representatives and in the case of the Owner being a company shall mean the company and its successors in title.

### ***3. Agistment fees***

The Owner shall pay to the Proprietor, in advance, the weekly sum (the agistment fee) set out in item 8 of the Schedule, the first of such payments to be made upon delivery of the horse and thereafter at four weekly intervals (proportionately reduced for each part of a week).

### ***4. Owner's warranties***

The Owner warrants to the Proprietor that the horse is sound well handled and is not dangerous or diseased.

### ***5. Lien***

- (1) The Owner hereby grants to the Proprietor a general lien upon the horse and foal (if any) and all other horses of the Owner at the stud in respect of any money for the time being owing by the Owner to the Proprietor whether by way of agistment fees service fees or other costs and expenses incurred by the Proprietor in respect to the horse.
- (2) If:
  - (a) the Owner defaults in payment to the Proprietor of any money due owing and payable to the Proprietor; and
  - (b) the default has continued for 30 days after the due date for payment:  
then the Proprietor may enforce the lien by sale:
  - (c) by auction; or
  - (d) by private contract,of the horse or foal (if any) or any other horse of the Owner whether or not the arrears relates to that horse or those horses.
- (3) Upon the enforcement of the lien the Proprietor shall be entitled to the proceeds of sale:

- (a) firstly, in the payment of all costs and expenses in connection with the sale (including transportation costs provision of veterinary certificates, auctioneers fees or otherwise); and
- (b) secondly, in the payment to the Proprietor of all money due and owing by the Owner to the Proprietor under the terms of this agreement; and
- (c) thirdly, in the payment to the Owner of the balance of the proceeds of sale (if any).

## **6. Risk**

- (1) The Proprietor undertakes to use his/her best endeavours to take reasonable precautions for the care and safety of the horse but in all other respects that horse shall be at the sole risk of the Owner from accident, illness or misadventure of any description (unless such accident, illness or misadventure results from intentional [or negligent] misconduct on the part of the Proprietor or his/her employees).
- (2) The Proprietor shall not be responsible or liable to the Owner for any loss or injury which may occur through the escape of the horse from any field paddock or stable in which the horse may be.
- (3) The Owner covenants and agrees with the Proprietor and acknowledges that neither he/she or nor any person claiming under or through him shall have any claim against the Proprietor for or on account of or in respect of any loss or damage which the Owner may suffer by reason of the death of or injury to the horse and of any foal of the horse whatsoever whether caused by or a result of accident, illness, misadventure or otherwise howsoever.

## **7. Owner's identity**

The Owner covenants to indemnify and to keep indemnified the Proprietor against all cost, claims, expenses, damages and proceedings arising out of or in any way connected with the behaviour of the horse or any of the horses.

## **8. Veterinary care and expenses**

- (1) If the Proprietor reasonably believes that:
  - (a) the horse requires the attention of a veterinary surgeon then the Proprietor shall notify the Owner by
    - telephone or;
    - e-mail
  - (b) the condition of the horse is such as to require immediate attention then the Owner hereby authorises the Proprietor to employ a veterinary surgeon for the purposes of examining diagnosing and treating the horse.
- (2) All charges payable to a veterinary surgeon including, but not limited to professional fees, medications and transport costs to and from any surgery or animal hospital shall be borne by the Owner and shall be payable by the Owner or the Owners to the Proprietor or to such person, firm or corporation as the Proprietor may nominate within two working days of demand.
- (3) No action shall lie against the Proprietor or any of his/her servants, agents or employees by reason of the death or injury of the horse due to or contributed by the non-treatment of the horse by a veterinary surgeon or the application of a course of medication notwithstanding that the Proprietor or his/her servants, agents or employees ought reasonably to have been aware of the horse's

condition requiring such treatment or medication.

- (4) In the event that the horse's condition is such as to require it be isolated then the cost of such isolation including transportation costs veterinary charges or otherwise shall be borne by the Owners and shall be paid within two working days of demand.

#### SCHEDULE

1. The proprietor
2. The owner
3. The stallion
4. The horse
5. The property
6. Date upon which adjustment shall commence
7. Date upon which adjustment shall terminate

The agistment fee

Horse	\$.....per week plus
	.... GST (if
	applicable)

(The above agistment fees include paddocking with hay supplied. Full hand feeding shall be by arrangement with the Proprietor.)

SIGNED by *proprietor*

.....)	.....
in the presence of: )	[Signature of the proprietor]
..... }	
[Witness]	

SIGNED by <i>owner</i> )	
..... )	.....
..... )	[Signature of the owner]
[Witness]	