

# MARY VALLEY EQUINE TRAINING CENTRE

## Terms and Conditions

**\*\* Agistment only \*\***

### DEFINITIONS

The **Proprietor** is the person offering the agistment services.

The **Horse owner** is the sole owner, authorised representative or lessee of the horse.

### DUTY OF DISCLOSURE

The AGISTMENT in this agreement is offered by:

Naree Wood of the Mary Valley Equine Training Centre  
1250 Eumundi Kenilworth Rd, Belli Park, QLD 4562

### HORSE OWNER DETAILS

I, ..... (owner's full name)  
of ..... (address)  
Contact phone no's ..... (home).....(work)  
.....(mobile).....(email)  
the said owner of the horse ".....", (name of horse)  
declare that I have no knowledge of any **personal** (my) pre-existing medical or other conditions that may affect  
the risk that either I or any other person will suffer injury, loss or damage. Listed below are the known  
problems:.....

I declare that I have no knowledge of any injuries, ailments or vices of the said **horse** that may affect the risk  
that the horse, I or any other person will suffer injury, loss or damage. Listed below are the known problems:

.....  
The said horse has/has not been vaccinated against **tetanus**. Last date of vaccination.....

The said horse has/has not been vaccinated against **strangles**. Last date of vaccination.....

The said horse has/has not been vaccinated against **hendra**. Last date of vaccination.....

Last date of **worming** was ..... with ..... (brand name)

Last date **teeth** care was performed ..... by ..... (dentists name)

In an **emergency** contact:..... (name) .....(phone)

If an emergency occurs and the owner cannot be contacted, the owner gives the proprietor permission to proceed with veterinary expenses up to a maximum limit of \$.....(*\$500 is suggested*) or alternative treatment decisions can be made by the proprietor/delegate when contacted. (*cross out as appropriate*).

The vet that will be used in an emergency is the onsite vet, Peter Agnew.

The said horse is insured with the following company ..... who must be contacted in the event of an emergency..... (phone) .....(fax)

The condition of the horse as it arrived at the proprietor's property is described as poor/fair/good/excellent, etc, to be initialled by both the owner & proprietor. (*detailed description or photographic proof required, see attached*)

.....  
.....  
.....  
.....

## FINANCIAL AGREEMENT

It is anticipated this contract will remain active for a period of:.....

Note: this contract will be automatically renewed unless notice is given by the landholder or the owner.

### FEES

One off administration charge:	\$25
Regular fee:	.....
Frequency of payment (weekly/fort/monthly):	.....
Other costs (feeding, rugging, etc)	.....
	.....
	.....
TOTAL	.....

\* Agistment to be paid one month in advance. Holiday agistment to be paid 50% on horse arrival, 50% on pick up.

\* The proprietor may vary the rates or conditions upon giving 14 days notice in writing. Adverse weather conditions may affect rates.

\* If fees overdue, the proprietor will send agistment accounts to the horse owner each week. The accounts are due and payable on invoice.  
The landowner may charge a monthly administration fee of \$10 on overdue accounts.

## RESPONSIBILITIES UNDER AN AGISTMENT AGREEMENT

### Proprietor (strike out those options not appropriate)

- Supply of facility
  - 60 x 40 m, 4 strand plain wire, timber post, electric stand off, paddock and shelter
  - 5 acre paddock, shared/not shared, 4 strand plain wire, timber post, electric stand off & shelter
  - Retirement paddock at back of property, shared, 4 strand barb or plain wire, split post, electric stand off and shelter
- advising owners if the site becomes unsuitable, eg presence of diseased animals
- advising owners of accident or injury to the horse, if observed
- sending invoices and final notice of the planned sale of the horse to recover costs
- test for disease if required, costs to be paid by horse owner
- authority to request veterinary, dental and farrier services
- bring to the attention of the agistee the appropriate codes of conduct, and have them available for viewing at all times

- Handling to move horses for paddock rotation (including overnight yarding/stabling)
- Rugs
  - removal if hot or damaged
  - to be added if cold
- Removal of manure from stables
- Equipment to supply water including taps, hose and trough or access to dam
- Hygiene of water source
- Feeding as requested by owner (food to be provided by horse owner and stored at proprietor's property)
  - hay
    - type - provided by horse owner
    - quantity - ..... biscuits/kg/day
    - frequency - ..... times/day
  - hard feed
 

type/brand	quantity
.....	.....kg
.....	.....kg
.....	.....kg
.....	.....kg
frequency - .....	times a day
- Provision of emergency treatment as arises (at cost of owner, as detailed above)
- Send agistment account one month in advance
- Transport to and from proprietor's property, at additional cost to proprietor, unless agreed otherwise

## Horse owner (strike out those options not required)

- Transport of horse to and from proprietor's property, unless agreed otherwise
- Payment of all accounts **at time of invoicing**. Reminder invoices will be sent weekly, and attract a \$5/wk admin fee.
- caring for the horse and paying all associated costs
- insurance for the horse and against any damage it may cause
- informing the landholder of any diseases the horse is carrying
- checking the horse routinely, or employing an agent to do so, to ensure the conditions of the agreement are being met
- notifying the proprietor if they plan to be at the property outside of daylight hours, or any other unusual time
- meeting the farrier and all guests in the car park, and escorting them around to the facilities
- Instructors are welcome on the property at the invitation of the proprietor only
- notifying the proprietor if they plan to trail ride their horse on the property, when they leave, and when they have returned safely
- ensuring the proprietor has approved, in advance, all intended visitors to the property
- allowing the horse to be tested for disease if required, and paying all associated costs
- ensuring that the landholder can contact the owner or owner's representative in an emergency
- allow proprietor authority to request veterinary, dental and farrier services, quarantine, paddock rotation, sprays, drenches, pest resistance prevention and vaccination
- ensuring all veterinary, teeth, feet, worming, sprays, drenches and vaccinations are kept up to date
- Purchase of food to be delivered to and stored on proprietor's property, unless agreed otherwise
- In adverse weather conditions, if available pasture and water can no longer support the horse, the owner is to take on responsibility for supplying food and water
- Feeding bins for yards/paddock
- Ensuring water trough has water at all times

- Using water responsibly. Dam water to be used for all horse related activities. Tank water is only for drinking. The proprietor will inform if water is getting low and restrictions on use may need to be put in place
- Any rugging requirements
- Removal of manure from yards/paddock, if required
- Cost of repair of damage to any and all facilities caused by owner's horse, including:
  - fencing
  - yards
  - stables
- Vaccination
  - Horses must have current vaccination against strangle, tetanus, Hendra
- Worming program
  - Horse to be wormed with a broad-spectrum paste equivalent to "Equimax" 24 hours before or on arrival at proprietor's property.
  - drench/paste every 6 weeks after arrival on proprietor's property, or at proprietor's request.
  - A compulsory worm count test may be requested by proprietor, at a cost of \$10 to horse owner, & use of a specific wormer, at request of proprietor, or no wormer at all, depending on worm count. This program attempts to negate worm resistance on the property.
- Teeth care. Teeth to be maintained adequately
- Hoof care
  - Horses feet to be in suitable condition at all times
  - Trimming or shoeing as required, if deemed necessary by proprietor, at owner's expense
- To abide by the Prevention of Cruelty to Animals Act 1986 which protects horses. To obtain more information about the Act & your responsibilities under the Act, contact the Bureau of Animal Welfare. The proprietor will not be held responsible for any welfare issues.

## **RESPONSIBILITIES WHEN RIDING ON PROPRIETOR'S PROPERTY**

The disclaimer on the following pages must be agreed to, signed & returned to proprietor.

Or

Will not be riding on the property

# DISCLAIMER

Surname (of owner/parent/guardian):.....

Given Names (of owner/parent/guardian):.....DOB:.....

Given Names (of child/children):.....DOB:.....

Home address:..... Postcode:.....

Phone: (H)..... (w) ..... Mobile: .....

Email: .....

Lesson/Event Location:.....1250 Eumundi-Kenilworth Rd, Belli Park, QLD, 4562.....

Lesson Event Date: .....

Please tick one of the following:

I/My child/children will be riding/handling my horse on the proprietor's property

I/My child/children will **NOT** be riding on the proprietor's property

Name of horse:.....

Please tick the following:

**YES** I/MY CHILD/CHILDREN WILL be wearing a hard hat at all times while riding on the proprietor's property and I take full responsibility for my/his/her/their actions.

\*\*\* ***ANY PERSONS UNDER THE AGE OF 18 MUST PRODUCE THIS DISCLAIMER SIGNED BY THEIR PARENT/GUARDIAN ALONG WITH THE ATTACHED PARENTAL CONSENT, BEFORE COMMENCING HIS/HER LESSON OR TRAIL RIDE OR COMPETITION.***

I acknowledge that:-

- (1) any activities involving horses can be hazardous and unpredictable and that I/my child and/or my/my child's horse could be injured, but I accept all responsibilities for all risks of personal injury, death or property damage to myself/my child or my/my child's horse;
- (2) I may be personally liable for any injury or damage to other horses, people or property that is caused by myself/my child or my/my child's horse; and
- (3) the instructor and/or proprietor are not liable to indemnify the person receiving the riding lesson/competing in the competition/riding on the property from or against any loss, damage or liability, whether criminal or civil, suffered by me/my child or my/my child's horse arising out of the provision of the riding lesson and associated services.
- (4) the appropriate codes of conduct have been brought to my attention by the proprietor & I acknowledge they are available for viewing at all times.
- (5) I been offered the opportunity to purchase a body and/or air vest prior to riding, but I declined/and will be wearing when riding.

I declare that:-

- (1) I have no knowledge of any **personal** (my) pre-existing medical, behavioural or other conditions (e.g. epilepsy, autism) that may affect the risk that either I or any other person will suffer injury, loss or damage while riding on the proprietor's property. Listed below are the known problems & all related medication currently taken:

.....

- (2) I declare I have no knowledge of any injuries, ailments or vices of the said **horse** that may affect the risk that the horse, I or any other person will suffer injury, loss or damage while riding on the proprietor's property. Listed below are the known problems:

.....

I have fully read and understand the above lesson/riding/handling declaration. All information is true and correct and I agree to be bound by the terms and conditions herein.

DATED this ..... day of ..... 20.....

.....  
(signature)

.....  
(please print FULL NAME)

.....  
(signature of witness)

.....Naree Michelle Wood.....  
(please print FULL NAME)

..... 1250 Eumundi Kenilworth Rd, Belli Park, QLD 4570.....  
(address of witness)

## PARENTAL CONSENT

I, .....(*name of parent/guardian*) of  
.....(*address*) hereby give my child,  
.....(*full name of child*) permission to ride on the  
proprietor's property at 1250 Eumundi-Kenilworth Rd, Belli Park.

Signed this ..... day of ..... 20.....

☐ (*please tick*) I acknowledge I/we were informed by the instructor regarding the additional safety a body protector and/or air vest would provide, but we declined to purchase and use such/will be purchasing and using such.

.....  
(*signature of parent/guardian*)

.....  
(*full name of parent/guardian*)

## PROPRIETOR'S RIGHTS TO MONIES OWED

In accordance with the Impounding of Livestock Act 1994, the proprietor reserves the right to create a lien over an agisted horse immediately there is a default in payment. At this time, a 'default notice' will be issued. The horse owner has 28 days from this notice to pay all outstanding fees, then the proprietor will issue a final notice detailing intention to take steps to sell, dispose of or destroy the horse if payment remains outstanding.

A lien is a legal process that gives the proprietor possession over the agisted horse, the horse can be held by the proprietor, until money owed on it for agistment is paid or the horse is sold.

The proprietor will also hold power of attorney over the horse at this time.

The horse owner may not remove horse/s from the property while any part of the agistment, training, veterinary or other debt is unpaid.

The proprietor may claim up to three months of owing agistment fees.

Agistment arrangements can be either written or verbal (spoken).

If the horse owner does not pay the whole of the agistment debt as required by the final notice:

- an auctioneer may sell the horse/s, either as one lot or separately, to the highest bidder, on the basis that the purchaser will receive full title to each item sold; and
- the horse owner irrevocably appoints the proprietor as the horse owner's attorney with power to execute all transfers and other documents and do everything necessary to effect and complete the sale and to pass full title to the purchaser. This includes power to update all documents (for example, the stud books and registration papers) to show the purchaser as the new horse owner. The horse owner is compelled to act in accordance with the law in the exercise of this power of attorney including signing all documents to effect anything done by the attorney.

Before the proprietor exercises the right to sell an agisted horse under this agreement:

- some part of the agistment debt must be unpaid for at least 14 days after the proprietor has sent the horse owner an account;
- the proprietor must send the horse owner a **DEFAULT NOTICE** which states the total amount of the agistment debt owing to the date of the notice and that the horse will be sold if the agistment debt is not paid in full within 28 days from the date the notice is given; and

The proprietor will use the proceeds of sale to pay, in the following order:

- all sales costs for example, advertising, transport, sale commission and legal costs;
- the agistment debt to the date of sale. Agistment will be charged at \$50 per week and food and feeding will be additional.
- any fees which the horse owner owes to the proprietor for any other horses; and
- any balance to the horse owner or as the owner directs in writing. If the balance is not collected within 12 months, it may be dealt with under the *Unclaimed Monies Act 1962*.

The horse owner remains liable for any residual debt not recovered by the sale.

The proprietor must give the horse owner a final statement detailing the sale proceeds and how the proprietor has applied them. The proprietor will allow the owner access to records of agistment costs and proceeds from the sale of livestock for 30 days from sale & disbursement, and any money left over after deducting agistment costs.

## Notices

A notice may be given by delivering it in person, posting it to the address set out in the schedule for this agreement or as last known to the sender, or sending it by email to the email address set out in this agreement, or as last known to the sender. A notice is considered to be delivered 2 days after it was posted, or if emailed, when the sender's email program shows the email was sent to the horse owner's email address.

## Notes

Either party must notify the other immediately if they become aware that the horse/s are suffering from any significant or notifiable sickness, disease or injury. The proprietor must not remove agisted horses from the property without the horse owner's consent, except where there is an emergency (for example, fire or flood). In this case the proprietor must promptly inform the horse owner of the new location of the horses. It is the horse owner's responsibility to insure the horse and horse gear/equipment against all risks while they are on the property or being transported.

*Owner to initial they have read this page .....*



# INSURANCE DICLAIMER

I, ..... (owner's full name) of  
..... (address)  
acknowledge I have been informed my horse will not be insured in the case of any injury or death while on the  
proprietor's property, or being transported by the proprietor.

I agree the proprietor has suggested I insure my horse while it is on the proprietor's property, or being  
transported by the proprietor.

I have/have not chosen to insure my horse.

It is insured through .....  
Policy number .....  
Insurance company phone number : .....

I also acknowledge the proprietor's insurance will not cover me for accident or death while riding my, the  
proprietor's, or any other horse on the proprietor's property.

DATED this ..... day of .....20

.....  
(signature of horse owner) (please print FULL NAME)

# FINAL AGREEMENT

I, the horse owner, acknowledge that:-

- (1) This agreement starts on the day the horse is delivered to the above property and continues until one of the parties ends the agreement. 2 days notice must be given to terminate this agreement.
- (2) the proprietor relies on the information provided by me and I state the information is true, accurate and complete.
- (3) any activities involving horses can be hazardous, unpredictable and inherently dangerous and I recognise 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 weather, physical exertion for which the rider may not be prepared, and difficulties in evacuation if the rider is or becomes disabled.
- (4) I release the proprietor from all claims and indemnify the proprietor against all claims made by or on behalf of any other persons in respect of any injury, loss or damage caused by me or my horse, arising out of or in conjunction with my participation in riding or failure to comply with the proprietor's rules and/or direction, whether such injury, loss or damage was caused directly or indirectly by the negligence of the proprietor or otherwise, or by the proprietor's servants or agents.
- (5) the proprietor is not liable to indemnify me from and against any loss, damage or liability, whether criminal or civil, suffered by me or my horse arising out of the provision of the riding lessons, training, agistment and associated services.
- (6) all warranties, covenants and stipulations are hereby excluded.
- (7) the dangers associated with the consumption of alcohol or any mind altering substance before or during a ride, and take full responsibility for injury, loss or damage associated with the consumption of alcohol or any mind altering substance.
- (8) I must obey and comply with all rules and directions given by the proprietor in connection with the agistment, training or riding.
- (9) The horse owner must report all accidents, injuries, loss or damage to the proprietor before leaving the proprietor's property.

I, the owner of the said horse, have fully read and understand the terms and conditions of this agistment agreement. I fully understand its terms and that I have given up substantial rights by signing it. I signed the document freely and voluntarily without any inducement made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. All information is true and correct and I agree to be bound by the terms and conditions herein.

DATED this ..... day of .....20

.....  
(signature of horse owner) (please print FULL NAME)

I, the proprietor, have fully read and understand the terms and conditions of this agistment agreement and agree to be bound by the terms and conditions herein.

.....NAREE MICHELLE WOOD...  
(signature of proprietor)

**Both the proprietor and horse owner must retain copies of this agreement.**

**ALL SECTIONS MUST BE COMPLETED**