



Antyk Equestrian Service
RMB 370
Bridgetown WA 6255
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HORSE AGISTMENT AGREEMENT

THIS AGREEMENT

Is between Antyk Equestrian Service (**the Agistor**) and

Name _____ (**the Agistee**).

Address _____

Phone (Home) _____ (Mobile) _____ (Fax) _____

Email _____

HORSES TO BE AGISTED (Name and Identification)

1. _____
2. _____
3. _____
4. _____

BACKGROUND

- h The Agistor owns the land Lot 1820 Greenbushes Boyup Brook Road Bridgetown WA 6255 (**Land**).
- h The Agistee owns or is lawfully entitled to possession of the horse and foal (if any) named and identified above (**Horses to be agisted**).
- h The Agistor has agreed to agist the Horse on the Land, at the Agistee's request, on the terms of this agreement.
- h The Agistee is over the age of 18.

THE AGISTOR AND THE AGISTEE AGREE:

1. **Right to agist.**

The Agistee has the right to agist the Horse on the Land commencing on the starting date of _____ until the ending date of _____ unless the right is terminated sooner by the Agistor in accordance with this agreement.

Nothing expressed in or implied by this agreement creates or is intended to create a lease to the Agistee, or an exclusive right to possession of the Land or any part of it by the Agistee.

2. **Agistment fee.**

The Agistee must pay the agistment fee of \$ 50.00 per Week commencing on the starting date of the agistment.

The Agistor may change the amount of the fee, as long as the Agistor gives 14 days prior notice to the Agistee.

The Agistee must pay on all money or liabilities owing or due under this agreement.

3. **Entry onto Land.**

The Agistor grants a licence to the Agistee to enter and remain on the Land between the following times 6.00am and 8.00pm and any other time in the case of emergency (**Licence**).

The Licence terminates automatically if the Agistee's right to agist the Horse is terminated by the Agistor.

4. **Rules of conduct.**

The Agistor may make (**Rules**) and alter them, at any time, relating to:

- h Use of facilities on the Land;
- h Conduct of the Agistee and any person allowed onto the Land by the Agistee; and
- h Welfare and safety of the Horse and its rider.

The Rules must be in writing and bind the Agistee when he or she is given notice of them.

Any of the Rules which purports to excluded, restrict or modify any right or obligation expressed in this agreement is void.

5. **The Agistors promises and obligations**

The Agistor must:

- a) Provide the following agistment services as specified for as long as the Agistee has the right to agist the Horse. (Be precise);

1. **Organise farrier when required at the agistee's expense**

2. **Carry out worming at the agistee's expense on a regular basis**

3. **If hard feed is required at the owners request during the time of agistment the cost is an additional \$25.00 per week per horse**

4. _____

5. _____

6. _____

7. _____

- b) Not change the nature, quality, quantity or timing of the service without the Agistee's prior written consent;
- c) Ensure all barriers confining the Horse are maintained in good order and condition and repaired when necessary;
- d) Provide an adequate supply of drinking water to the Horse at all times; and
- e) Notify the Agistee promptly if the Horse suffers any apparent illness, injury or disease.

6 The Agistee's promises and obligations

The Agistee promises the Agistor:

- a) That the Horse:
 - 1) Has no vices except for those disclosed below;
 - 1. Biting YES / NO
 - 2. Kicking YES / NO
 - 3. Pulling back if tied YES / NO
 - 4. Bucking while in hand YES / NO
 - 5. Rearing while in hand YES / NO
 - 6. Trouble picking up feet for farrier YES / NO
 - 7. Other _____
 - 8. _____
 - 2) Has no pre-existing injury except as disclosed below;
 - 1. _____
 - 2. _____
 - 3. _____
 - 4. _____
 - 5. _____
 - 3) Has no disease and has not shown any signs of disease within 30 days preceding this agreement;
 - 4) Is effectively vaccinated for tetanus and strangles.
 - 5) No other person has any right or claim to the Horse, except any person or persons named above as the Agistee, who is or are the owners of the Horse.

The Agistee must:

- a. On being notified by the Agistor that the Horse is suffering from any apparent illness, injury or disease, immediately arrange for a veterinarian or equine professional to examine the Horse;
 - b. Pay on request, all fees, costs, charges and expenses incurred by the Agistor, or for which the Agistor may become liable, relating to any examination or treatment of the Horse arranged by the Agistor in the circumstances set out in clause 7;
 - c. Always obey the Rules;
 - d. Always wear an Australian Standards approved riding helmet and heeled shoes or riding boots on or around the Horse or in proximity to any other horse on the Land; and
 - e. Exercise proper self-care.
- Each of these promises and obligations is an essential term of this agreement.

7 Agistor can engage a vet

7.1 The Agistor may arrange any necessary examination and treatment of the Horse by a veterinarian or equine professional:

- a) If a veterinarian or equine professional does not attend the Land to examine the Horse, within 24 hours after the Agistor gives notice to the Agistee that the Horse is apparently suffering any illness, injury or disease; or
- b) In the case of an emergency concerning the welfare of the Horse.

8 Loss of agistment right

8.1 If the Agistee breaches clause 2.1 or an essential term of this agreement, the Agistor may give notice to the Agistee terminating the right to agist the Horse.

8.2 On giving that notice:

- a) The Licence is revoked and the Agistee has no right to enter onto the Land;
- b) The Horse is, and is taken to be, trespassing in the Land;
- c) The Agistor has no liability to the Agistee under this agreement or at law, as bailee or otherwise, in relation to the Horse and any personal property kept on the Land belonging to or in the possession of the Agistee (**Goods**); and
- d) The Agistee must pay the Agistor a charge proportional to the agistment fee as stated above in clause 2.1 for each day the Horse remains on the Land.

9 Agistor can detain Horse

9.1 The Agistee grants the Agistor a general lien over the Horse and the Goods as security for:

- a) Any money owing to the Agistor; and
- b) Any current liability to indemnify the Agistor or the Agistor's employee, agents or independent contractors.

9.2 The Agistor may detain the Horse or Goods or both as against the Agistee and, if the Agistee is not the owner, the owner, until all such money and liability are completely paid and discharged, or otherwise dealt with to the Agistor's satisfaction.

10 Agistor can sell Horse and Goods

10.1 Subject to clause 10.3 the Agistee irrevocably authorizes the Agistor as agent for the Agistee and in the Agistee's name or otherwise on the Agistee's behalf:

- a) To sell, dispose of or otherwise deal with the Horse and the Goods; and
- b) To do all acts and things and sign, seal, deliver and execute all deeds, transfers or documents, necessary for, or incidental to any sale, disposal of or dealing with the Horse or Goods.

10.2 The Horse or Goods or both may be sold together or separately, by private contract, public tender, or public auction, to any person on any terms that the Agistor as agent considers appropriate.

10.3 The Agistor's authority as agent may only be exercised if:

- a) The right to agist is terminated; and
- b) .after 14 days from the date of termination:
 - i. Any money remains owing to the Agistor; or
 - ii. Any current liability to the Agistor remains undischarged.

10.4 The Agistor must apply the proceeds of sale, disposal or dealing with the Horse or Goods in the following order:

- a) All costs of and incidental to the sale, disposal or dealing with the Horse or the Goods;
- b) Any money owing to the Agistor;
- c) Any current liability to indemnify the Agistor or the Agistors employees, agents or independent contractors; and
- d) The residue to the Agistee.

10.2 The Agistor as agent may do any act or thing and sign, seal, deliver, and execute any deed, transfer or document even though it involves or might involve a conflict to interest or confers or might confer a benefit on the Agistor and in those circumstances, the agent is not liable to the Agistee or any other person because of the conflict or benefit or for any other reason.

11 Agistor can impound Horse

11.1 At any time after the Agistee's right to agist the Horse is terminated, the Agistor may deliver the horse to the nearest convenient public compound.

11.2 The Agistor must notify the Agistee that the Horse is impounded and its whereabouts, within 24 hours of impounding the Horse.

12 Indemnity

The Agistee indemnifies:

12.1 The Agistor against:

- a) Any breach of this agreement by the Agistee; and
- b) Costs and expenses of and incidental to exercising any right, power or authority under this agreement or conferred on the Agistor by law.

12.2 The Agistor and the Agistor's employees, agents and independent contractors against all expenses, losses, liabilities, damages and legal costs (on an indemnity basis) that any of them sustain or incur as a consequence of, relating to or in any way arising out of:

- a) Any loss of or damage to any property or personal injury or death caused by any negligence or willful misconduct of the Agistee or any person allowed onto the Land by the Agistee; and
- b) Any claims, causes of action or proceedings, made or bought by any person allowed on to the Land by the Agistee for personal injury to him or herself.

13 Agistor has limited liability

13.1 The provisions of this clause operate subject to any law that restricts or prohibits the exclusion of liability, including the Trade Practices Act 1974 (Cth) and any similar State Legislation.

13.2 The Agistor and the Agistor's employees, agents and independent contractors, whether acting in their own right or as agent of the Agistee will not be liable to the Agistee, any person allowed onto the Land by the Agistee, or any other person, as a consequence of, relating to or in any way arising out of:

- a) Death of, or injury to the Horse;
- b) Any loss of or damage to the Goods, or any personal property in the possession or under the control of any person allowed onto the Land by the Agistee; or
- c) Death or personal injury of the Agistee or of any person allowed onto the Land by the Agistee,

However caused including, without limitation, the negligence of the Agistor or the Agistor's employees, agents or independent contractors.

14 Notices

14.1 Any notice required or permitted to be given by the Agistor under this agreement must be in writing addressed to the Agistee and:

- a) Hand delivered to the Agistee's address (as stated on page 1 of this agreement), or to any other address directed by the Agistee in writing;
- b) Sent by prepaid mail to that address; or
- c) Sent by fax to the number (as stated on page 1 of this agreement).

14.2 A notice is taken to be received by the Agistee:

- a) If hand delivered, on delivery
- b) If sent by prepaid mail, 3 business days after the date of mailing; or
- c) If sent by fax, when the senders fax machine produces a confirmation report that all pages of the notice were successfully transmitted.

15 Two or more Agistors or Agistees

If the Agistor or the Agistee comprises two or more persons, the terms of agreement bind all those persons together and each of them individually.

16 Governing law

The laws of Western Australia apply to this agreement.

17 Disputes

The parties submit unconditionally to the jurisdiction of the Courts and Tribunals of Western Australia in respect of any dispute or claim arising between them under this agreement.

18 Amendment

No variation, modification or alteration of the terms of this agreement is effective unless signed or initialed by the parties.

19 Prima facie evidence

19.1 A certificate signed by the Agistor stating any act, matter, circumstance or thing arising out of or connected with this agreement is prima facie evidence of the accuracy of that act, matter, circumstance or thing.

19.2 Unless the contrary is proved, each statement in the certificate must be accepted as conclusive evidence of the accuracy of such act, matter, circumstance or thing embodied in the statement.

20 General

20.1 If any term of this agreement is illegal, void or unenforceable for any reason, the offending part is to be disregarded and does not affect the rest of this agreement.

20.2 Wherever in this agreement a right or benefit is conferred on the Agistor and the Agistor's employees, agents or independent contractors, the Agistor is deemed to be acting as the agent and trustee on behalf of and for the benefit of those persons and those persons are deemed to be parties to this agreement accordingly.

20.3 If the Agistee is not the owner of the Horse, the Agistee is authorised by the owner to irrevocably authorize the Agistor as agent for the owner and in the owner's name or otherwise on the owner's behalf to do the acts, matters and things set out in clause 10.1 (a) and (b).

20.4 The terms of this agreement continue to apply on a calendar monthly basis after the ending date as stated on page 1 of this agreement (in the absence of any further written agreement between parties), unless one party gives the other notice either before that date or before the end of any succeeding month, of their intention not to further extend the term of this agreement.

20.5 A reference in this agreement to any legislation or legislative provision including any statutory modification or re-enactment of, or legislative provision substituted for, that legislation or legislative provision.

20.6 'Agistor' includes the personal representatives and successors in title of the Agistor; and

20.7 'Agistee' includes the personal representatives and successors in title of the Agistee.

21 Meaning of Words

21.1 'equine professional' – farrier, dentist, masseur, specialised horse carrier, physiotherapist or chiropractor.

21.2 'vice' – a bad habit, which so affects the Horse's temperament or health as to make it potentially injurious to people or other horses.

22 Entire Understanding

The terms of this agreement constitute the entire agreement of the parties concerning its subject. The only enforceable obligations and liabilities of the parties in relation to the subject are those expressed in this agreement or necessarily implied into it by statute. Any prior representations, statements or promises in relation to the subject are merged in and superseded by this agreement and the Agistee expressly acknowledges that Agistee has not relied on them.

23 **Meaning of Words**

23.1 This agreement binds the Agistee when either:

- a) The Agistee signs this agreement; or
- b) After a copy of this agreement is given to the Agistee or the Agistee's agent by whatever means, the Horse is delivered to the Agistor for agistment, whichever comes sooner.

AGREEMENT SIGNED BY

Antyk Equestrian Service(Agistor)

Agistee

DATED

The _____ of _____ 20_____



Antyk Equestrian Service
RMB 370
Bridgetown WA 6255
Phone: 08 97644009
Email: audrey@antyk.com.au
Website: www.antyk.com.au

AGISTEE PROPERTY LIST

NAME OF AGISTEE: _____

Date of agistment: From _____ To _____

Property	Date Received by Agistor	Date Returned to Agistee

Signed As Received At Start of Agistment Agreement

Agistor

Agistee

Dated

Signed As Received At End of Agistment Agreement

Agistor

Agistee

Dated

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HORSE HEALTH QUESTIONNAIRE

NAME OF HORSE: _____

NAME OF AGISTEE: _____

Date of last worming: _____

Wormer use: _____

Last Tetanus Vaccination: _____

Health Professional Information

Health Professional	Date	Reason / Work Performed
Farrier		
Dentist		
Vet		
Masseur		
Physiotherapist		
Chiropractor		
Other (please specify)		

Signed By

Dated

_____ **Agistee**



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Email: audrey@antyk.com.au
Website: www.antyk.com.au

Waiver Form for Horse Riding Activities (Acknowledgment of Risk)

I hereby acknowledge that I participate in activities involving horses at my own risk and that I am aware that activities can be hazardous and that the agistors, employees, agents or independent contractors accept no responsibility or liability for any injury or loss that I might sustain as a direct or indirect consequence of these activities whether such injury is a consequence of any act or omission by the agistors, employees, agents or independent contractors except in regard to any rights I may have arising under the Trade Practices Act 1974.

I acknowledge that the safety precautions undertaken are a service to be but are not a guarantee of safety. I understand that horses are unpredictable by nature, that when frightened their instincts are to jump forward or sideways, to run away from danger, to kick, to rear up, buck or to bite. I declare that I am in sound condition and undertake activities involving horses with the knowledge of the physical demands required. I consent to receiving any medical treatment, including ambulance transportation that they think desirable during or after activities.

RIDER'S DUTIES:

1. I agree that I participate at my own risk.
2. I agree that I will not ride if I am under the influence of alcohol and /or drugs
3. I agree that I am ultimately responsible for checking my equipment, including the saddle, and if there are any problems, it is my responsibility to rectify.
4. I agree to follow the rules at the time.
5. I agree that as a condition of riding I must wear a helmet and suitable footwear.
6. I agree that I will be responsible for any injuries to the horses, damages to the premises, property owned by others, injuries to any riders or pedestrians, which I may cause by negligent, reckless or irresponsible conduct.

All minors must have a parent or guardian sign this acknowledgment and indemnity for them. By signing my name below, either in person or by one of my representatives. I hereby agree to comply with all of the terms and conditions stated above.

I HAVE CAREFULLY READ THIS ACKNOWLEDGEMENT AND INDEMNITY. I UNDERSTAND IT, AND VOLUNTARILY AGREE TO ALL OF ITS TERMS. I **UNDERSTAND THAT THESE TERMS AND CONDITIONS APPLY EVERY TIME I PARTICIPATE.**

Privacy Statement – Privacy Act 1998

By completing this form you are supplying personal information about yourself. This information is needed to ensure your safety during your time here. We are required to collect this information by the Department of Workplace Health and Safety. The information you provide will not be supplied to any other organisation or used for any other purpose than that which is stated above.

Print Name of Rider/Agistee:		Signature of Rider/Agistee:	
Print Name of Parent/Guardian		Signature of Parent/Guardian	
Address:		Post Code	
Today's Date:	Date of Birth:	Phone Number:	
Known allergies/medical conditions (if none state "none")			
Emergency Contact Phone (name and number)			