

McLaren Park Equestrian
Agistment Contract

AGISTEE NAME

AGISTEE ADDRESS

AGISTEE PHONE NUMBERS

HOME:-

WORK:-

MOBILE:-

Please inform us of any changes to your telephone numbers etc in case we need to contact you urgently.

AGISTEE EMAIL

AGISTEE EA / PCASA MEMBERSHIP NUMBER

HORSE NAME

HORSE MICROCHIP NUMBER

HORSE BRAND

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Agistment Contract

Effective September 4th 2014

We are appreciative of the efforts which many of our agistees are making to keep our establishment beautiful. However, the inactions of a few people can mean that the load is heavier on the rest.

The success of McLaren Park Equestrian (MPE) as a fun, friendly place depends on the co-operation of all agistees in making sure that, after using any facilities, they clean up after themselves and their own horse.

The following requirements are for your own safety, the welfare of your horse and the assurance that our property is cared for in the correct manner.

Above all we hope you have fun caring & riding your horse, encouraging others without judgement no matter which discipline of riding you have chosen.

Please read thoroughly the following rules & regulations and sign accordingly and return to the owners.

1) Smoking

There is to be no smoking on any part of the property.

2) Bond

A Bond of \$500 is to be paid on arrival and will be reimbursed on leaving if all outstanding monies owed to MPE have been paid and stable and paddock has been cleaned and shell grit and sand replaced. It would be appreciated if two weeks notice be given or equivalent has been paid in advance.

The bond shall be used to pay any outstanding agistment and for any emergency veterinary costs, worming costs or similar incurred by the owner on behalf of the horse. If any part of the bond is used in payment of any of these services, it is to be reinstated upon request by the owner.

A cleaning fee of \$100 will be deducted from the bond in the event that the paddock and or stable is not left in the same condition as at the commencement of this contract.

3) Payment of Monies

3.1 Agistment is to be paid one month in advance

3.2 Any other monies expended by the owner for the benefit of the horse are to be paid within 7 days of invoice for the same.

3.3 In the event that all monies owing to MPE are not paid within 21 days of my receiving a notice from MPE requiring payment I authorise MPE to sell the horse referred to on the front page of this agreement and to retain the proceeds of sale to the amount owed. I appoint Sue Trigg as my attorney for the purposes of executing the said sale and I hold Sue Trigg harmless against any loss suffered by me as a result of such sale.

3.4 In the event that my horse is sold in accordance with clause 3.3 I agree to be bound the sale price.

3.5 I understand that if the price achieved for my horse is less than the amount owing, MPE may take legal action against me to recover the difference. If the price achieved for my horse is greater than the amount owing by me to MPE, MPE will account for the difference which will be paid to me within 30 days of the date of sale. I understand that when calculating the amount owing by myself to MPE, any costs incurred in the sale of my horse will be added to the amount owing.

4. Riding Restrictions /Safety

4.1 All riders must wear approved riding helmet to as/nzs 3838: 2006 or equivalent or if that standard becomes superseded plus riding boots whilst mounted the MPE property

4.3 Riding is only permitted in the arena and agistees are responsible for keeping their horses under control at all times. Horses deemed to be unsafe and or uncontrollable may be asked to vacate the arena.

4.3 Riders are to mount & dismount off the track

4.4 Maximum of 4 horses in arena at any one time (unless instructed)

4.5 All juniors are to be supervised by their parent or coach at all times

4.6 Manure, poles, markers etc. are to be removed from the arena when riding is completed.

4.7 Suitable covered footwear is to be worn at all times on the property – no thongs or sandals are to be worn at any time

4.8 There is to be no riding in paddocks.

5. Lunging

Lunging is not permitted in the Indoor Arena

6. Dogs

No dogs allowed on property

7. Children

Children 12yo and under must be supervised at all times by an **adult**.

8. Speed Limit

The speed limit on the property is 10kph

9. Emergency Treatment

If veterinary or other emergency treatment is required all attempts will be made to contact the agistee but failing contact the manager will at his/her discretion contact a vet & or other appropriate professional and the agistee will be responsible for paying that person's fees in full. Should such fees not be paid within 7 days of the due date for the account, the owner is hereby authorised to pay such account from the bond.

In the event of an emergency please consider your own safety as well as that of your horse and contact the appropriate authorities. No responsibility is taken by the manager/owner.

10. Shoeing

Horses are to be shod outside their stable only or at wash down bay and the agistee is to sweep nails & trimmings up & put in bin (please ask farrier to do same if you are not going to be in attendance)

11. Stable / Paddock Cleaning

11.1 Stables must be cleaned daily & kept in good order. This includes manure & **urine** with sawdust and shell grit topped up all year round.

If stables are not kept to a satisfactory standard, sawdust and shell grit will be organised at your expense without notice and the cost of the same will be deducted from the bond.

11.2 Paddocks are to be cleaned at least once a week and sawdust in shelters (where applicable) topped up often.

11.3 Manure is to be picked up from arenas, wash bay, driveway & walkways and to be placed in manure heap.

11.4 Feed & tack areas are to be kept clean & swept.

11.5 The wash bay is to be kept clean & tidy. Please place rubbish in bin provided & pack away your own items of shampoo, hoof dressing etc.

Wheelbarrows have been made available.

12) Security / Maintenance

12.1 For security reasons, please keep rugs to a minimum outside your stable.

12.2 All sheds are to be locked and the lights are turned off when you leave.

12.3 Please report any damages and maintenance requirements as soon as possible.

13) Windsuckers

We are very sorry but no windsuckers to agist at MPE.

14) Worming

In keeping with MPE agreement, we need to consolidate so everyone worms on the same day with the same worming paste, to keep the property worm free. A notice will be put on the white board every 6 - 8 weeks as a reminder of the next date worming. The worming pastes are to be rotated in accordance with the manager's recommendations.

15) Insurance / Memberships

15.1 While MPE carries its own public liability insurance, it is a condition of Agistment at MPE that all agistees and horses are paid up members of EASA (Equestrian South Australia) or PCASA (he Pony Club Association of South Australia and are covered by policies of insurance held by those organisations.

15.2 It is a further requirement that all horses be micro-chipped and that the correct microchip number is recorded on this contract.

15.3 The agistee and or his her invited guests are not to engage in any conduct or activity that may have the effect of voiding the owners insurance and the agistee hereby indemnifies the owners against any loss or damage suffered by them as a result of such actions.

16) Indemnity

16.1 Agistees are to take full care and responsibility of their own horse and warrant that the horses are free from any illness or diseases unless.

16.2 Agistees may appoint the manager to carry out the day to day care of their horse at a fee to be negotiated with the manager. While all due care will be taken by the manager in carrying out these tasks, responsibility for the horse remains with the agistee.

16.3 MPE is a private property and visitors must be accompanied and sign release and indemnity form upon entering the property.

16.4 The owners Gavin & Sue Trigg are not responsible for any personal injury or property damage suffered by the agistee while on or about the property however caused, even if caused by the owners' negligence. Without limitation, the owners of MPE are to have no responsibility or liability for any injury or damage caused by or to

any horse (including the agistee's horse (s) or arising out of any occurrence involving any horse.

16.5 The agistee is to be solely responsible for and is to assume all risks in relation to, the use of the property by the agistee and is to indemnify and keep the owners fully indemnified against all costs, losses and liability arising out of any personal injury or property damage that the agistee or any minor or visitor brought upon the property by the agistee may suffer or incur on or about the property, regardless of negligence on the owners part.

16.6 Not to bring any persons upon the property or authorise any persons to enter upon the property unless he/she has executed and delivered to the owners a release and indemnity in the form of the release and indemnity set out in the appendix to this agreement and to indemnify the owners against all liability, loss and damage that the owners may incur or suffer as a consequence of any personal injury to or damage to the property of (or under the control of) any such person if such person has not executed and given the release and indemnity to the owners.

17 Termination of Agreement

17.1 The owners have the right to terminate agistment at any time, trying at all times if possible to give the agistee notice.

17.2 Agistees are to give two weeks notice to owners if planning to leave MPE. Two weeks agistment is payable to owners if the agistee fails to give such notice.

Please leave your stable and paddock as you found it with shell grit and sawdust replaced to receive reimbursement of \$500 bond

Agistee signature

Name

Address

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Owners signature

Name

Address

.....

ARENA RULES & ETIQUETTE

1. AN APPROVED HELMET IS MANDATORY AT ALL TIMES
2. ALL RIDING IS AT YOUR OWN RISK.
3. ALWAYS CALL 'DOOR FREE' WHEN ENTERING & LEAVING ARENA
4. RIDERS TO MOUNT & DISMOUNT OFF THE TRACK
5. NO LUNGING IN MAIN ARENA (ROUND SAND ARENA ONLY)
6. PASS LEFT TO LEFT OR ANNOUNCE YOUR INTENTIONS
7. MAXIMUM OF 4 HORSES IN ARENA AT ANY ONE TIME (UNLESS INSTRUCTED)
8. ALL JUNIORS TO BE SUPERVISED BY THEIR PARENT OR COACH
9. CLEAN UP AFTER RIDING - MANURE, POLES, MARKERS ETC.