

HORSE AGISTMENT CONTRACT

BETWEEN:

Write Pty Ltd (ABN 80 085 230 744) (herein called "the landowner / agistor")
of 18 Coleman Square, North Tamborine 4272

And

(herein called "the agistee")

AGISTMENT PROPERTY LOCATION:

LOT 19 FLYING FOX ROAD
FLYING FOX, VIA CANUNGRA 4275 (herein called "the property")
Legal Description: L19 RP50334 Witheren

THE FOLLOWING ARE OUR RULES OF AGISTMENT:

It is a provisor that all agistees have signed the "Horse Agistment Contract" and "Risk Warning and Waiver" before bringing a horse on to the property. If you do not comprehend the wording of these documents, then you must seek professional advise. Once signed, the documents have a very significant legal impact on the Agistee's legal rights.

Defination of Spelling Agistment - defined as a paddock where horses are agisted solely for the purpose of either retired horses, growing horses, horses requiring convalescence or horse having needing a break.

It is a very strict rule that **NO ONE, UNDER ANY CIRCUMSTANCES** is allowed to mount a horse "on the property". Anyone found riding a horse, or even sitting on one, on the property will immediately be asked to leave the property and the owner and horse instantly evicted from the property. If you, or other people want to ride your horse, e.g. family members, friends, instructors, potential horse buyers etc. then you will have to take the horse off the property to do so.

AGISTMENT FEES:

Your agistment fees are those that are agreed upon with yourself, the horse owner (agistee) and us, the landholder (agistor). At the signing of this contract you have agreed to pay the amount of \$20.00 per horse / per week.

Your fees start from the day your horse arrives at the property. All fees must be paid a minimum one month in advance at all times.

The agistment fees cover the cost of the paddock **ONLY**. An annual price rise takes place on the 1st January every year. There can be a price increase of fees at any other time by the landowner / agistor, however a four (4) week notifying period will take place.

Overdue Agistment

A **\$5.00 per week** or part there of, book keeping fee is charged on any overdue agistment. Once your agistment becomes two weeks overdue, a **\$10.00 per week** or part there of, book keeping fee is charged on any overdue agistment. If you are late paying, please automatically add the extra fees to your agistment for every week or part there of, that you are late.

Agistment fees can be paid either with cash or direct deposit. Please ask us for our bank details.

The Agistor requires a **two (2) week** notifying period if you wish to move your horse from the property. If you cannot give two (2) weeks notice for any reason, you are still required to pay two (2) weeks agistment to cover the paddock.

Horses must not be removed from the landowner's / agistor's property until all fees owing are paid in full.

Under the Impounding of Livestock Act 1994 (Updated January 2006), it provides landholders with a legal process and means of recovering horse agistment expenses where payments are in default. If your horse agistment at the property becomes overdue for more than 14 days, (unless prior arrangements have been made with us) you will be sent an overdue account at this time informing you of the costs owed, including extra costs incurred by us for caring for the horse and book keeping fees between the date the default occurred and extinguishment of the contract, and costs incurred relating to the intended sale of the horse. You will also be informed that if the money owing has not been paid within 28 days from the date the overdue account was served, we can sell your horse to recover debts. It is an offence under the Act for a person to remove a horse during this time, without the permission of the landholder. If during this time you want to collect your horse, all fees must be paid for in full, at your normal agistment rate, plus late fees, as well as any other debts incurred by the property i.e. feeding, farrier, vet, worming, harrowing of paddock etc. before your horse is allowed to leave the property.

RISK OF LOSS:

While your horse is agisted at the property, the property shall NOT be liable for any sickness, disease, injury or death suffered by the horse or any other cause of action arising from or connecting to the agisting of your horse. All risks are assumed by the owner of the horse. The owner agrees to hold the property harmless from any loss or injury to the agisted horse. All costs, connected with agisting are borne by the horse owner.

The land owner will not remove agisted horses from the property without the horse owners consent, except where the horse is being sold to cover costs by the property, or there is an emergency (for example, fire or flood). In this case the property will promptly inform the horse owner of the new location of the horse.

OWNERSHIP/ LEASE OF HORSE:

If you are not the rightful owner of the horse being agisted at the property, but have it on lease from another party, you must agree to pay all agistment fees and costs to the property until such time as the horse leaves the property. If the lease of the horse is terminated before the horse leaves the property, you are still liable to pay all costs, and care for the horse, until the rightful owner or new leasee signs an agreement with the property, or removes the horse from the property's property. The rightful owners name, address and telephone number must be given to the property on signing this contract.

VET AND FARRIER:

Horse Shoes Must Removed

The agistee is required to remove all shoes from their horse/s **BEFORE** entering the property.

You are responsible to call and pay for your own vet and farrier as required. The agistor / land owner will notify the horse owner immediately if they become aware that the horse is suffering from any significant or noticeable sickness, disease or injury. We request a list of your vet and farriers name and phone numbers along with any phone numbers that you can be contacted on in an emergency. If your horse is badly injured or very ill and we are unable to contact you immediately, we will call your vet on your behalf. All costs must be paid for by you, the agistee. Please advise us if you change vet or farrier. If you have not specified a vet on your agistment Agreement Form, or we cannot get in contact with your specified vet, then we will call the nearest vet in the area in the case of an emergency, and you will be liable for all vet costs.

Your farrier must clean up after himself i.e sweep up all hoof clippings and put them in the bins provided. This is your responsibility to make sure that they do this, otherwise that farrier will be asked not to return to the property. No one else should have to clean up after others.

FEEDING/ WATERING/ RUGGING:

Rugs

Due to the fact that this your horse is purely "spelling" we do not allow rugging of your horse.

Feeding

Your horse also will not require any additional feed "hard feed" whilst agisted at the property. However for the purposes of checking on the condition and health of stock the landowner may administer a small handful of "hard feed" to encourage stock to come down to the feeding area. Feeding area is situated down on the flat area over the creek.

Water

There is a creek running through the property and also a dam situated half way up the hill, water can be obtain from either sources.

WORMING / DRENCHING:

Worming paste will be administered quarterly, every three (3) months. All horses will be wormed at the same time and the cost of this will be passed on to you.

VACCINATING, TEETH etc:

It is your responsibility to maintain the condition of your horses teeth and to vaccinate your horse against tetanus and strangles regularly.

RIDING FACILITIES:

Nil Facilities. As this agreement is purely for the purposes of spelling horses, there is **ABSOLUTELY NO RIDING ON THE PROPERTY.**

HOURS OF AGISTMENT:

There are no restrictions on what hours you may come and go from the property. We do however, expect orderly behaviour and respect for other agistees, us as the land owner, and other residents nearby.

OUTSIDE CONTRACTORS:

NO outside contractors are allowed on to the property's property for the means of harrowing, slashing etc. NO buildings i.e. sheds etc. are allowed to be built on the property's property.

ENTERING AND LEAVING THE PROPERTY:

Please enter and leave the property via front gate situated 2.1km from turn off into Flying Fox Road. Gate marked "Lot 19".

Gate to be closed AT ALL TIMES.

The landowner also requests that you advise any additional comings and goings, ie farrier or vet visit.

VISITORS / UNDERAGE CHILDREN:

As horse owner ownership can be "unpredictable" you as the agistee and only you are permitted to enter the property. All visitors and underage children are requested to stay outside the property.

OTHER HORSES:

NO other horses other than those agisted on the property are permitted on the property.

DOGS:

NO dogs are permitted on the property at any time.

I _____ (agistee) have read and understand the terms of this Contract.

This contract will be valid for a period _____ months from the date of execution.

OWNER / AGISTEE'S SIGNATURE: _____

OWNER / AGISTEE'S PRINT NAME IN FULL _____

LANDOWNER / AGISTOR'S SIGNATURE: _____

LANDOWNER / AGISTOR'S PRINT NAME IN FULL _____

DATED this _____ day of _____ 2008.

DETAILS OF AGISTED HORSE(S)

HORSE "A"

HORSE NAME: _____

COLOUR: _____ Mare Gelding

MARKINGS: _____

BRANDS: _____

OTHER DISTINGUISHING MARK/s
(SCARS ETC): _____

HORSE "B"

HORSE NAME: _____

COLOUR: _____ Mare Gelding

MARKINGS: _____

BRANDS: _____

OTHER DISTINGUISHING MARK/s
(SCARS ETC): _____