



THISTLE PARK EQUESTRIAN

392 Henderson Road. Hopeland. WA. 6125

www.thistleparkequestrian.com

AGISTMENT AGREEMENT / CONTRACT

Please read this document carefully before signing. It will affect your legal rights.

1. PARTIES:

Angela and Stewart Smith trading as Thistle Park Equestrian (TPE) whose details are in **item 1** of the schedule (Agistor) and the person named in **item 2** (Agistee)

AGISTMENT TERMS:

2. RIGHT TO AGIST –

The 'agistor' occupies the land described in **item 3** (Land). The Agistee owns or is lawfully entitled to possession of the horse and foal (if any) identified in **item 4**.

The Agistee has the right to agist the horse on the land beginning on the date in **item 5** and ending of the date in **item 6**, unless the right is ended sooner by the agistor.

3. AGISTMENT FEE'S –

The Agistee must pay the fee in **item 7** for as long as the Agistee has the right to agist the horse at TPE. Overdue money accrues interest at 10% per month.

4. AGISTORS OBLIGATIONS –

The Agistor agree's to:

1. Supply the services and facilities in **item 8** for as long as the Agistee has the right to agist the horse;
2. Keep fences and stables confining the horse in good condition and repair;
3. Provide the horse with drinkable water and adequate shelter; and
4. Notify the Agistee as soon as practicable after becoming aware that the horse is sick, injured or in need of veterinary attention

5. AGISTEES REPRESENTATION & OBLIGATIONS –

1. The Agistee states and represents to the Agistor that it is the legal owner of the horse and the horse:
 - a) Has no vices or bad behaviours except any disclosed in **item 9**;
 - b) Has no pre-existing injuries except disclosed in **item 10**;
 - c) Is vaccinated for tetanus and strangles;

- d) Has no symptoms of illness or disease; and will not be brought on to the property if the horse shows any symptoms of illness or disease or has been in contact with other horses will illness or disease after the date of this contract. The Agistee must notify the Agistor immediately the Agistee becomes aware that the horse suffers or has been in contact with any significant or notifiable sickness, disease or injury.
2. The Agistee must obey the rules at Thistle Park Equestrian:
 - a) co-operate and be courteous of TPE staff, and any other agistee's/clients;
 - b) comply with biosecurity measures for containment and elimination of Equine Influenza, COVID19 or any other contagious disease and continue to pay the fee in **item 7** despite such measures even if movement restriction orders prevent or limit access to the land;
 - c) make no physical contact and take no photo or video footage at any time of any horses except their own without permission from the horses owner.
 - d) wear an Australian Standards Approved Riding Helmet while mounted or training horses;
 - e) wear enclosed heeled shoes or riding boots that are Equestrian Australia approved when riding, training and handling horses;
 - f) take care at all times to avoid harm to him/herself and others;
 - g) treat their horse fairly in accordance with Equestrian Australia rulebook;
 - h) if notified by the Agistor that the horse is sick or may be sick, injured or in need of a vet – either attend the horse or a vet will be arranged to do so on your behalf.
 3. The horse is at the Agistee's risk at all times. It is the Agistee's responsibility to insure the horse and any progeny against all risks while they are at the Agistment property or being transported to and from the property. The Agistor shall not be responsible for any disease, accident, illness or injury howsoever caused or arising to the horse whilst transporting to or from the Agistment property, or while the horse stays at the property.

6. RULES OF CONDUCT -

The Agistor may make rules from time to time relating to the Land, the Horse, the Agistee, or any other thing relating to this binding contract. When the Agistee is presented with a copy of the Rules, they are binding on the Agistee as if they were set out fully in this contract. The terms of this contract over ride the Rules in the event of any conflict or inconsistency between them.

7. AGISTOR'S RIGHT TO ENGAGE A VET –

The Agistee appoints the Agistor (TPE) as his/her agent with full power to engage a vet to examine and treat the horse at the Agistee's cost if:

- a) the horse requires urgent veterinary attention and the Agistor is unable to make contact with the Agistee

8. TERMINATING THE RIGHT TO AGIST AT THISTLE PARK EQUESTRIAN –

1. The Agistor may terminate the Agistee's right to agist their horse at TPE if:
 - a) The Agistee fails to pay any money when it falls due;
 - b) A representation by the Agistee is false, misleading or deceptive, or in the Agistors sole opinion, it is likely to be so; or
 - c) The Agistee fails to observe or perform any of its obligations in accordance with this contract;

- d) A written notice advising the Agistee of the termination must be given to the Agistee.
- 2. On and from the date the Agistee is taken to have received the notice of termination:
 - a) The Agistor may exercise the rights conferred under the heading 'Overdue Money' below;
 - b) The horse is taken to be trespassing and the Agistee may be held liable
 - c) The Agistor ceases to be liable, as bailee or otherwise, for any harm to the horse however caused;
 - d) The Agistee must pay the Agistor a daily fee in **item 7** for each day the horse remains on the property; and
 - e) The Agistee may collect the horse if (and only if) the Agistee does not owe any money to, and is not liable to indemnify the Agistor.
- 3. After any written termination notice the Agistee must collect their horse within 7 days
- 4. The right to agist the horse automatically ends without any need for any notice or accrual of time if, in the Agistor's sole opinion, the property is unsuitable for agistment because of fire, flood or drought. No compensation will be payable to the Agistee in respect of such termination and the Agistee must collect the horse within 7 days of being requested by the Agistor to do so.

9. OVERDUE MONEY

- 1. Whether or not the Agistor has terminated the right for the Agistee to agist the horse, if any money owing to the Agistor is overdue or the Agistee is liable to indemnify the Agistor;
 - a) The Agistor may retain the horse together with all personal property belonging to or in the possession of the Agistee (goods) until the money is paid or the liability is satisfied; and
 - b) The Agistee irrevocably appoints the Agistor as his/her agent with full authority and power to sell, dispose of or otherwise deal with the horse and the goods either together or separately by any means, to any person, on any terms that the Agistor considers appropriate in its sole absolute discretion.
- 2. The proceeds of sale, disposal, or other dealing with the horse or goods must be applied;
 - c) Firstly, to pay the costs associated with the sale, disposal or dealing;
 - d) Second, in satisfaction of money due and payable to the Agistor;
 - e) Third, to discharge any liability to indemnify the Agistor or its employees, agents or contractors; and
 - f) The remainder (if any) to the Agistee.

10. INDEMNITY -

- 1. The Agistee indemnifies and holds the Agistor harmless from and against ALL and ANY claims, actions losses, costs and expenses (including legal fees on a solicitor/own client basis) by reason of or relating to:
 - a) Sickness, injury or death or both horses and rider/agistee;
 - b) Breach of this contract or the Rules by the Agistee;
 - c) Failure to pay money when it falls due for payment;
 - d) Termination of the Agistee's right to agist the horse at TPE;
 - e) Impounding the horse; and
 - f) The exercise or attempted exercise by the Agistor of any rights or powers under this contract or at law.

11. LIABILITY -

1. TPE and its employees and representatives, agents, contractors, whether acting in their own right or as an agent of the Agistee will not be liable to the Agistee by reason of or relating to:
 - a) Sickness, injury, or death of the horse
 - b) Loss of or damage to the goods, or any personal property in the possession or under the control of any person allowed onto the property by the Agistor
 - c) Death or harm to the Agistee; however caused including without limitation, the negligence of the Agistor. If the above exclusion of liability is declared void or unenforceable by a court, the Agistors liability is limited to the cost of resupplying the agistment services.

12. GENERAL -

1. If a party comprises of 2 or more people, this contract bind them together and individually.
2. In this contract 'vice' means a bad habit, which so affects the horses temperament or health as to make it potentially injurious to people or other horses. Any change or addition to the terms of this contract is not binding unless it is in writing and signed by both Agistor and Agistee.
3. It is understood that quad bikes and farm machinery including tractors are used regularly at Thistle Park Equestrian for property maintenance, to facilitate in feeding horses and for transport.
4. It is understood that a retic watering system is in place and can sometimes without warning spray water. Agistee's accept this risk.
5. It is understood that there are many natural tree's at Thistle Park Equestrian. The Agistor accepts no liability for both horse and rider for any falling tree's, tree branches, bark, or leaves.
6. It is understood that there are multiple farm dogs (large and small) roaming FREELY on the track, at stable facilities and around property of Thistle Park Equestrian.
7. It is understood that the skills of Ian Smith may be implemented to train or coach horses and riders at a cost that will be incurred separately and in addition to agistment. It is understood that Ian Smith will NOT under ANY means be held liable or responsible for injury or death to horse or rider during training or coaching.
8. The law of Western Australia applied to the construction and application of this contract and the parties submit unconditionally to the exclusive jurisdiction of the courts and tribunals of that state in relation to any claim or dispute between them arising under or in the connection with this contract.

This contract embodies the entire understanding and the whole agreement of the parties relative to its subject matter. All prior representations, statements, warranties, arrangements or promises (if any) made or given (whether expressed or implied) relating to the subject matter of this contract or the intentions of the parties are merged in and superseded by this contract. The Agistee acknowledges and agrees that it has not relied on any representation, statement, warranty, arrangement, or promise that is not expressed in this contract.

SCHEDULE

Item One (1): Thistle Park Equestrian details

Angela & Stewart Smith trading as Thistle Park Equestrian

392 Henderson Road. Hopeland WA 6125
T: 0432 828 150 (Angela)
E: thistleparkequestrian@gmail.com
W: www.thislsteparkequestrian.com

Item Two (2): Agistee's name, address, telephone and email address:

Name: _____

Address: _____

Telephone: _____

Email: _____

Item Three (3): Address of property:

392 Henderson Road. Hopeland WA 6125

Item Four (4): Horses Details

Registered Name: _____

Stable Name: _____

Brand: _____

Microchip No: _____

Registrations: _____

Item Five (5): Date agistment starts

Item six (6): Date agistment ends

Item Seven (7): Agistment Fee's Inclusive GST.

\$ _____ per day

Payable in advance fortnightly starting at the date indicated in item 5.

Item Eight (8): Agistment services & facilities:

Full board paddock agistment. Which will include two (2) hard feeds per day including hay twice per day. Rugs will be put on/taken off pending on weather. Horse will be kept in a safe paddock. Dressage arena may be utilised for riding. Trail riding track may be used at owners own risk.

Item Nine (9): Vices (if none, say 'nil')

Item Ten (10): Pre-existing injuries (if none, say 'nil')

DATE: ____ / ____ / ____

Signed by Agistor (TPE)

DATE: ____ / ____ / ____

Signed by the Agistee (noted item 2)



THISTLE PARK EQUESTRIAN CONDITIONS OF USE / RULES:

- **BEFORE RIDING** at Thistle Park Equestrian, relevant indemnity forms for agistment, coaching/lessons or training must be completed. These can be obtained from Angela Smith via email thistleparkequestrian@gmail.com
- Approved safety helmets and approved riding boots must be worn by riders at all times when training your horse both on and off the horse and handling your horse.
- Float parking for agistee's is located at the northern stable complex on the grass. This should be booked/arranged with Angela. Horses should never be tied to floats at TPE at any time. Use cross tie rails in washing bay for tacking up and grooming.
- PLEASE PICK UP YOUR HORSES MANURE FROM ARENA AND ACROSS THE COMMUNAL AREAS OF THE PROPERTY.
- Gates must be kept closed at all times
- Children must be supervised by an adult at all times and should never be left alone with or without horses at Thistle Park Equestrian.
- Stallions must be boxed or led with correct safety equipment. Stallions should be tacked up/made ready on the trailer or inside a closed stable.
- DOGS FROM OUTSIDE THE FACILITY ARE NOT PERMITTED ON THE PROPERTY AT ANYTIME.
- GUESTS/VISITORS ARE NOT PERMITTED TO HANDLE NOR RIDE AT THISTLE PARK EQUESTRIAN WITHOUT PRIOR PERMISSION BEING GRANTED BY THISTLE PARK EQUESTRIAN.
- It is forbidden to make physical contact or take photos/videos at any time of any horses except your own without permission from the horse's owner.
- Facilities at Thistle Park Equestrian are to be booked a minimum of 24 hours in advance.
- Full terms, conditions and rules are available at www.thistleparkequestrian.com

I AGREE TO FOLLOW THE CERTAIN CONDITIONS LISTED ABOVE.

By signing this waiver, you agree to abide by the certain conditions listed above

Name (printed)

Signature

Date