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## AWEC AGISTMENT AGREEMENT

### AGISTMENT DETAILS

The agistment service in this agreement is offered by: **Albury Wodonga Equestrian Centre (AWEC) of Corry's Road, Thurgoona.** This agreement starts on the day the horse is delivered to the property and continues until either party ends the agreement. We agree that 30 days notice must be given by either party to terminate this agreement.

### Owner details

Name: \_\_\_\_\_ Ph-Hm: \_\_\_\_\_ Ph-Mb: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency contact name: \_\_\_\_\_ Emergency contact phone number: \_\_\_\_\_

Agistment for Stallions will be determined on a case by case basis. A trial period of 4 weeks is required to ensure the stallion is well behaved, well socialized and good around other horses. The Stallion will be required to wear a green disc and a sign will need to be displayed on the stable wall and paddock gates so they are recognised as stallions.

### Horse details

Name of Horse(s): \_\_\_\_\_ Horses sex: Gelding / Mare / Stallion (please circle)

Breed of Horses(s): \_\_\_\_\_

Date of last tetanus vaccination (if applicable): \_\_\_\_\_ Date of last worming: \_\_\_\_\_

Veterinarian: \_\_\_\_\_ Contact number: \_\_\_\_\_

*(Please note that in the event of an emergency, if you do not have a vet, the Hume Equine Centre will be used)*

Please list below all the horses pre-existing injuries, ailments, vices other known problems:

\_\_\_\_\_

In the event of an emergency (life threatening injury) the owner of the said horse agrees to pay the veterinary expenses up to a maximum limit of \$ \_\_\_\_\_. Alternative treatment decisions can be made by the landholder / delegated contact (please circle).

Is the horse insured? \_\_\_\_\_ Insured value: \_\_\_\_\_

Insurer name and contact number: \_\_\_\_\_

### Declaration

I, the owner (as detailed above) of the said horse (detailed above) have:

1. Read, understand and accept the terms and conditions of this agistment agreement (Appendix 1) and agree to abide by them;
2. Read, understand and accept the debt collection policy (Appendix 2) of the AWEC.
3. Read, understand and accept the health check protocol (Appendix 3) of the AWEC.
4. Read, understand and agree to abide by the animal welfare policy (Appendix 4) of the AWEC.

Signed: \_\_\_\_\_ Print name: \_\_\_\_\_

Date: \_\_\_\_\_ Witnessed by: \_\_\_\_\_

### Authorisation

I, being the representative of the AWEA of the said horse understand the terms and conditions of the agistment attached to this agreement and agree to abide by them.

Signed: \_\_\_\_\_ Name/AWEC Position: \_\_\_\_\_

Date: \_\_\_\_\_ Witnessed by: \_\_\_\_\_

## **APPENDIX 1 – TERMS AND CONDITIONS**

### **Terms and conditions**

1. Horse riding is a dangerous activity. The horse owner recognises that horses are living animals. Each horse has a different nature and temperament. The horse owner recognises that there is an element of risk in riding horses and that horses may act unpredictably if frightened, hurt or in any way mistreated. Knowing the inherent risks the horse owner accepts that the Albury Wodonga Equestrian Centre ('AWEC'), its committee, agents and employees do not accept any liability for any accident, damage or injury to the horse owner, spectator or any other person or property whatsoever, and indemnifies the AWEC against any claim that may be made by the guardians of minor children or any other person that the horse owner may bring onto the property of the AWEC whether to ride or otherwise.
2. The AWEC will agist the horse described above in the Agistment Agreement set out in this application.
3. The horse owner will provide one (1) week's notice of their intention to bring the horse onto the property of the AWEC, and thirty (30) days notice of their intention to remove the horse. It is acknowledged that the horse may be placed in a paddock with other horses.
4. The horse owner agrees that the AWEC may quarantine the horse on its arrival at the AWEC for a period of 5 days in accordance with the AWEC health check protocol in appendix 3.
5. All fees are to be paid in accordance with the debt collection policy in appendix 2. The AWEC may alter the rate by providing four (4) weeks written notice to the horse owner.
6. A service fee of \$10 per month will be debited to any outstanding account in excess of the agreed trading terms.
7. It is the responsibility of the agistee to clean their paddock on a monthly basis for manure. Weekly inspections will be performed by members of the committee and where excess manure is noted, the agistee will receive one warning (written or verbal) and if no action taken then the paddock will be cleaned and charged to the agistee at a cost of \$50.
8. Any equipment, which is left on the property after removal of the horse, shall, after fourteen (14) days, be deemed the property of the AWEC.
9. No locks will be placed on any gates without written permission from the AWEC.
10. The horse owner will be responsible for any damage to AWEC property, including water pipes and electrical fittings, which are not deemed fair wear and tear in accordance with "Paddock/Stable Condition Report".
11. The AWEC reserves the right to terminate the agistment at any time, and may request removal of the horse from its property if it considers it necessary for any reason, including but not limited to reasons of health, such as contagious disease or where the behaviour of the horse threatens the welfare of other horses. The horse will be quarantined at the Centre until such time that the owner is contacted. The cost of quarantine, maintenance and removal of the horse shall be borne by the horse owner.
12. Either party must notify the other immediately if they become aware that the horse is suffering from any significant or notifiable sickness, disease or injury.
13. 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.
14. The horse owner grants the AWEC permission to obtain the services considered necessary by the AWEC. In an emergency situation (i.e. broken leg) the AWEC will make all efforts to inform the horse owner if the horse falls ill, however if consent/contact is not successful, the horse owner fully authorises to engage a farrier, veterinarian or other practitioner on their behalf and at the owner's expense to perform any service or treatment that the AWEC consider necessary and reasonable at its absolute discretion. In an extreme situation only, and after unsuccessful attempts to contact the horse owner, the agisted horse owner extends to the AWEC the right to 'euthanize' their horse where a veterinarian recommends doing so and other third party opinions have been sought and concur. This right is only to be used where waiting for approval will greatly increase the agony of the horse in a hopeless situation or present a serious threat to the welfare of AWEC staff, the veterinarian or other horses.
15. The horse owner agrees that the horse and any equipment will be left at the AWEC at his/her own risk. The horse owner agrees that he will not hold the AWEC, its employees, servants, agents, veterinarians or farriers liable for any injury, death, loss or damage of any kind whatsoever that may occur to the horse, individual or equipment at the property of the AWEC or elsewhere.
16. The horse owner agrees to indemnify the AWEC for any damage or injury caused by his horse.
17. All instructions by the AWEC must be observed and all rules and regulations and all directional and information signs situated on the property must be read and obeyed (Appendix 5).
18. In this application words in the singular shall be construed so as to include the plural and vice versa. Words in the masculine gender shall be construed so as to include every other gender. Albury Wodonga Equestrian Association Incorporated shall be referred to as the "AWEC".
19. Agistment for Stallions will be determined on a case by case basis. A trial period of 4 weeks is required to ensure the stallion is well behaved, well socialized and good around other horses. The Stallion will be required to wear a green disc and a sign will need to be displayed on the stable wall and paddock gates so they are recognised as stallions.

## **APPENDIX 2 - AWEC DEBT COLLECTION POLICY**

### **PREAMBLE**

Purpose of this policy is to ensure the timely payment of fees owed to the Albury Wodonga Equestrian Centre – (“AWEC”). This policy will apply to all fees including Agistment, Camping, Stabling and Arena hire owed to AWEC.

### **Requirements**

AWEC will raise invoices and require payments on the following basis:

#### ***Agistment***

- Monthly basis one month in advance;
- Payment required within 30 days of invoice date;
- All outstanding accounts will incur a \$10 per month late fee;
- Deposit required for new agistees equal to one month's agistment to be paid prior to delivery of the horse.

#### ***Hire of facilities***

- To secure the hire of AWEC the booking form **must** be returned with a 25% deposit.
- The hirer to notify the Office Administrator of final number of horses who attended AWEC so the final invoice can be issued.
- Full invoice will be sent within 7 days subsequent to hire;
- Payment required within 30 days of invoice date;
- Outstanding accounts will incur a \$10 per month late fee;

### **Collection Process**

#### ***Agistment***

AWEC will follow the process below in recovering outstanding debts:

1. 30 days overdue - \$10 outstanding account fee incurred.
2. 45 days overdue - Issue of late payment advice (in writing) requesting payment within 7 days.
3. 60 days overdue - First phone call ensuring the following is covered
  - Has the agistee changed address?
  - Has the agistee received late payment advice?
  - When can AWEC expect payment?
  - Is a payment plan required?
4. 90 days overdue - Second phone call to the agistee ensuring the following is covered
  - When can AWEC expect payment?
  - Is a payment plan required?
  - Notify the agistee that if payment is not received within 14 days and there is no established payment plan that the agistee irrevocably appoints AWEC 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 pass title to the purchaser.
5. Letter issued to agistee to notifying that AWEC will take possession of the horse 7 days from the date of the letter if there is no payment received.
6. AWEC will auction the horse to recover outstanding debts as well as costs incurred in selling the horse. This can include:
  - Vet check;
  - Travelling;
  - Advertising;
  - Auctioneer costs.

#### ***Hire of facilities***

AWEC will follow the process below in recovering outstanding debts:

1. 30 days overdue - \$10 outstanding account fee incurred.
2. 45 days overdue - Issue of late payment advice (in writing) requesting payment within 7 days. This should also include notification that no more bookings will be made until payment is received.
3. 60 days overdue - First phone call ensuring the following is covered
  - Has the debtor changed address?
  - Has the debtor received late payment advice?
  - When can AWEC expect payment?
  - Is a payment plan required?
4. 90 days overdue - Second phone call to debtor ensuring the following is covered:
  - When can AWEC expect payment?
  - Is a payment plan required?
  - Notify the debtor that if payment is not received with 14 days and there is no established payments plan that this matter will be referred to the debt collector.

### **APPENDIX 3 – AWEC HEALTH CHECK PROTOCOL**

Any new horse coming into the Equestrian Centre grounds, as an agistment horse must go through our Health Check Protocol listed below before entering their permanent paddock, Yard or Stable.

1. The horse enters the Equestrian Centre and is to go into one of the stables numbered between 31 and 40 with at least one vacant stable on either side.
2. The agistee contacts the Hume Equine Centre as soon as possible, to arrange Bob Fielding to inspect the horse, phone: 6040 2397.
3. Bob will drench the horse with Equest Plus (14 – 16 week cover) and give the agistee some insecticidal wash - Malaban 150ml (with directions) to apply to the horse.
4. Bob may suggest some vaccinations for the horse's welfare.
5. Two days (48 hours) after the drench has been administered, the horse can be moved into its permanent paddock, Covered Yard or Stable.
6. The Hume Equine Centre will invoice the Equestrian Centre and we will pass this onto the agistee with their next agistment account.

The cost of the Health Check Procedure is made up of:

Consultation by Vet Bob Fielding,	cost	\$22.00 inc GST
Drench - Equest Plus Drench,	cost	\$18.00 inc GST
Insecticide wash - Malaban 150ml,	cost	\$11.00 inc GST
Total cost of Health Check Procedure =		<b><u>\$51.00</u></b> inc GST

## **APPENDIX 4 - AWEC ANIMAL WELFARE AND MANAGEMENT POLICY**

One of the key aims of the Albury Wodonga Equestrian Centre ("AWEC") is to provide enjoyable recreational and competitive horse riding opportunities. To this end, both rider and horse welfare must be considered in order to provide a functional, safe and well maintained environment.

The following are guidelines for care and accommodation of horses at AWEC. It is proposed that the mandatory recommendations are to be adopted and strictly enforced by AWEC Ground's Manager and committee executives on the basis of a three-strikes-and-you're out policy.

### **MANDATORY:**

1. Clean water must be available to the horse at **all** times. To ensure this, the trough or container must be able to be cleaned easily, not be easily tipped over and be free of protrusions (a height of at least 1m is suggested). As a guide, 25-45 litres may be consumed in hot weather.
2. Fences and gates must be kept in good condition (the responsibility of AWEC management) and yards in a clean and hygienic condition (the responsibility of agistees) to avoid injury and health problems for the horse. To this end, manure and urine-affected bedding in stables and yards **must** be removed at least daily (preferably twice daily) and water troughs cleaned regularly to maintain hygiene and to discourage mosquitoes.
3. Bedding such as straw or sawdust, or other suitable material, **must** be provided as a condition of stabling or accommodation in covered yards for more than one night.
4. An adequate supply of food is required to maintain horses' condition at the centre in paddocks as well as stables and yards.

a. In paddocks, it is important to evaluate the quantity and quality of feed in the paddock, particularly during changing seasons and conditions, and provide supplementary feed where necessary.

b. In stables and covered yards, horses must be fed **at least once a day**. It is also important to supply adequate roughage in the form of hay to supplement the horse's natural grazing pattern. A diet of only concentrated feeds may disrupt the natural workings of the horse's gut and risk colic.

(For further advice on feeding requirements, contact your vet, local department of agriculture, or other animal husbandry experts.)

5. Sick horses and stallions must be segregated from other groups.

### **RECOMMENDED:**

1. Feed storage – Ideally, feed should be stored in containers with close-fitting lids to prevent the entry of vermin. Materials should also be water resistant to prevent spoiling of feed exposed to weather.
2. Rugging – Rugging appropriately for the conditions is paramount in maintaining the health and condition of your horse. Changing seasons, in particular, require a commitment to removing heavier rugs during the warmer days of autumn and spring to avoid excessive sweating that can cause dehydration and loss of condition.
3. AWEC should supply receptacles for the storage of manure and disposal of refuse, preferably in covered bins. This prevents access by flies and reduces odour.
4. Drainage – The surface of yards and stables should be of the type that allows drainage without pooling. Grading by AWEC management may be necessary to maintain this.
5. Equipment – Riders at the centre must ensure their equipment fits both comfortably and safely to avoid injury to horse and rider! Ill-fitting or faulty, worn gear must not be worn.
6. Horses should be groomed before saddling and after riding with particular care taken to remove sweat and dirt from areas under the saddle, girth and bridle.
7. Continuously stabled horses must be exercised regularly. Horses that are stabled long term should be spelled at least once a year.
8. Regular safety checks – The committee should carry out regular inspections to ensure the feeding, watering and care of horses at AWEC is being carried out in accordance with the guidelines.

*(This policy is based on minimum standards and guidelines set by the Department of Primary Industries and RSPCA. The Albury Wodonga Equestrian Centre also operates in accordance with EFA policies.)*

## AWEC CONDITIONS OF MEMBERSHIP / USAGE

As at 01/01/2007

The Albury Wodonga Equestrian Centre ("AWEC") is a multi-million dollar facility catering for numerous user groups with a vast range of requirements. Please remember that a membership with the AWEC is a privilege; not a right, please respect the facility, its employees and other users.

General rules for members and paying riders using the Albury Wodonga Equestrian Centre are as follows:

- Only members and paying riders are permitted to use the AWEC, a disclaimer MUST be completed and handed to the Office Administrator, Grounds Manager or organising group prior to participating in any Equestrian activity
- Horse manure is to be removed from arenas and all other areas after use
- Riders under 16 years must be accompanied by an adult
- Riders must wear an approved safety helmet and suitable riding boots
- Hiring group is entitled to exclusive use of the area hired, unless otherwise arranged
- Unsuitable behaviour is to be reported to the Grounds Manager/Committee
- It is advisable that horses tied to floats be supervised. You may use the open yards provided
- Members using the stable compound must remove their horses manure, straw and leftover feed to the manure pile. Do not dump rubbish/manure on ground from float/truck. There are wheelbarrows and rakes provided in the manure bays. DO NOT PUT MANURE ON TREES
- Enclosed stables and covered yards are for paying users only
- Powered and non powered camping sites must be paid for
- Open yards are free to members during the day but overnight stays must be paid for
- No vehicles are to be parked in the stable lane ways
- Cross country course is not available for training (with the exception of some training fences) – please contact the Grounds Manager John Dowell for clarification on Mobile: 0407 263 881. Use of main course only under instruction of a NCAS coach or other appropriately insured person
- Dogs/horses MUST be on a lead at all times, horses must be attended whilst grazing
- Horses must not be tied to any fence or tree
- Polocrosse fields are not to be accessed at any time, unless under direction of committee or Polocrosse personnel
- Do not interfere with stock, If your dog gets loose and chases/savages stock, it will be impounded and the cost charged to the owner
- Access to Machinery shed is not permitted, unless accompanied by the grounds manager or a member of the committee
- Any damage to any plant, equipment or implement, stables or yards, regardless of cause, to be reported ASAP, so as to affect repairs
- Horses to be washed in wash bays ONLY, keep areas around stables dry
- Water use to be kept to a minimum
- Please report any transgressions and trespasses to the Grounds Manager or Committee
- The AWEC requires all paid instructors to be insured
- Children are not permitted to ride on the front of the saddle with another person under any circumstances. No double dinking, unless stipulated by an event.

### Emergency Contacts for Albury Wodonga Equestrian Centre

<b>Grounds Manager:</b>	John Dowell	0407 263 881
<b>President:</b>	Bradley Hayden	0412 461 392
<b>Office Administrator:</b>	Linda Martins	02 6043 2777

**AWEC PADDOCK/STABLE CONDITION REPORT**

This condition report is to be completed by the agistee and the AWEC Grounds Manager (or committee delegate) upon commencement of the agistment agreement, and once again upon termination of the agistment agreement. Any damage rendered during the agistment period by the horse or owner, which are not classed as wear and tear/maintenance and are not repaired prior to the termination are to be repaired and billed to the agistee.

This condition report has been established to ensure that all agistees and the AWEA agree on the condition of the agistment provided to the agistees and that this is safe and appropriate.

**Paddock/Stable/Yard Number:** \_\_\_\_\_

**Horse Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Fences:**

Electric wire / plain wire / barb wire (please circle)

**Condition of fence wire:**

Please detail any issues in relation to the fencing. This may include electricity not working, broken wires, or loose wire \_\_\_\_\_

**Taps:**

Number of taps provided to the paddock: \_\_\_\_\_ Are the taps working? \_\_\_\_\_ Are hoses included? \_\_\_\_\_

**Water Trough:**

Is there a water trough provided? \_\_\_\_\_ What is the size/type of water trough? \_\_\_\_\_

**Shelter:**

Steel structure shade cover / Shade cloth cover / no shade (please circle) Is the shelter in good working condition? \_\_\_\_\_

Detail any issues with the shelter \_\_\_\_\_

**Weeds:**

Is the paddock free from weeds? \_\_\_\_\_ If not, what type of weeds are in the paddock? \_\_\_\_\_

Are the weeds: (please circle)

Minor (few throughout the paddock) / Moderate (bigger patches throughout the paddock) / Excessive (paddock consists mainly of weeds)

**Declaration:**

I \_\_\_\_\_ the horse owner agree that the paddock/stable is in the condition detailed in this report. I also agree that any damage to the paddock or facilities, which results in expenses incurred by the AWEC, **which occur as a direct result of my horse will be charged on my next agistment invoice.**

Signed by Horse Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by Grounds Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Exceptions: \_\_\_\_\_

Work to be carried out: \_\_\_\_\_