

AWEA AGISTMENT AGREEMENT

AGISTMENT DETAILS

The agistment service in this agreement is offered by: **Albury Wodonga Equestrian Association (AWEA) of Corrys 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 14 days' notice must be given by either party to terminate this agreement.

Agistee details:

Name: _____ Ph-Hm: _____ Ph-Mb: _____

Address: _____

Email: _____

In the case of an accident or emergency with your horse and you cannot be contacted, who should we contact for you:

Emergency contact name: _____

Emergency contact phone number: _____

In the event of an emergency with your horse i.e. (life threatening injury or illness) where the agistee or other designated person is not available the owner of the said horse agrees to allow the management committee and or their staff to engage the services of a suitable qualified veterinarian to treat the horse. Payment of all veterinary expenses, and alternative treatment decisions will be the responsibility of the agistee.

Stallions:

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. AWEA adopts the EA stallion policy and require all stallions' owners to familiarise themselves with this policy which can be found on EA web site.

Horse details:

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

Height(s): _____ Breed(s) _____ Colour(s): _____

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)

Declaration

I, the agistee (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 AWEA.
3. Read, understand and agree to abide by the animal welfare policy (Appendix 3) of the AWEA.
4. Read, understand and agree to abide by the conditions of membership/usage (Appendix 4) of the AWEA.

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/AWEA Position: _____

Date: _____ Witnessed by: _____

APPENDIX 1 – TERMS AND CONDITIONS

Terms and conditions

1. Knowing the inherent risks that can be associated with horses the agistee accepts that the Albury Wodonga Equestrian Association ('AWEA'), its committee, agents and employees do not accept any liability for any accident, damage or injury to the agistee, spectator or any other person or property whatsoever, and indemnifies the AWEA against any claim that may be made by the guardians of minor children or any other person that the agistee may bring onto the property of the AWEA whether to ride or otherwise.
2. The AWEA will agist the horse described above in the Agistment Agreement set out in this application.
3. The agistee will provide one (1) weeks' notice of their intention to bring the horse onto the property of the AWEA, and Fourteen (14) days' notice of their intention to remove the horse.
4. It is the responsibility of the agistee to ensure their horse is healthy prior to arrival. The agistee will ensure the horse is drenched for worms prior to arrival and every (8) eight weeks thereafter.
5. All fees are to be paid in accordance with the debt collection policy in appendix 2. The AWEA may alter the rate by providing four (4) weeks written notice to the agistee.
6. It is the responsibility of the agistee to clean their paddock and/or stable on a regular basis for manure. Regular 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.
7. Any equipment, which is left on the property after removal of the horse, shall, after fourteen (14) days, be deemed the property of the AWEA.
8. No locks will be placed on any gates without written permission from the AWEA.
9. The agistee will be responsible for any damage to AWEA property, including water pipes and electrical fittings, which are not deemed fair wear and tear in accordance with "Paddock/Stable Condition Report".
10. The AWEA 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 agistee is contacted. The cost of quarantine, maintenance and removal of the horse shall be borne by the agistee.
11. 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.
12. The agistee agrees that the horse and any equipment will be left at the Centre at his/her own risk. The agistee agrees that he will not hold AWEA, 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 AWEA or elsewhere.
13. The agistee agrees to indemnify AWEA for any damage or injury caused by his horse.
14. All instructions by the AWEA must be observed and all rules and regulations and all directional and information signs situated on the property must be read and obeyed (Appendix 4).
15. 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 "AWEA".
16. All agistees agree to abide by the EA Code of conduct as listed on the EA web site.

APPENDIX 2 - AWEA DEBT COLLECTION POLICY

PREAMBLE

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

Requirements

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

Collection Process

Agistment

AWEA will follow the process below in recovering outstanding debts:

- 30 days overdue - \$10 outstanding account fee incurred.
- 45 days overdue - Issue of late payment advice (in writing) requesting payment within 7 days.
- 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 AWEA expect payment?
 - Is a payment plan required?
- 90 days overdue - Second phone call to the agistee ensuring the following is covered
 - When can AWEA 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 AWEA 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.
- Letter issued to agistee to notifying that AWEA will take possession of the horse 7 days from the date of the letter if there is no payment received.
- AWEA 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

AWEA 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 AWEA expect payment?
 - Is a payment plan required?
4. 90 days overdue - Second phone call to debtor ensuring the following is covered:
 - When can AWEA 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 - AWEA ANIMAL WELFARE AND MANAGEMENT POLICY

One of the key aims of the Albury Wodonga Equestrian Association (“AWEA”) is to provide enjoyable recreational and competitive horse riding opportunities. To this end, both rider and horse welfare must be considered to provide a functional, safe and well-maintained environment. The following are guidelines for care and accommodation of horses at AWEA. These are mandatory recommendations and are strictly enforced by AWEA groundsman, coordinator and committee on the basis of a three-strikes-and-you’re out policy.

MANDATORY:

1. Clean water must always be available to the horse . 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 per day may be consumed in hot weather so please ensure your horse always has ample amounts of water available .
2. Fences and gates must be kept in good condition (the responsibility of AWEA 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 breeding.
3. Bedding such as rice hulls or sawdust, **must** be provided as a condition of stabling or accommodation in covered yards for all horses housed for more than one (1) night.
4. All manure and bedding to be placed in Manure pits provided. Day Paddock manure is to be put in the middle of the day paddock’s laneway for the groundsman to remove with the tractor.
5. An adequate supply of food is required to maintain horses’ condition at the centre in paddocks as well as stables, yards and day paddocks.
 - 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, covered yards and day paddocks, 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.)
6. Agistees agree to abide by the EA Horse Welfare policy as stipulated on the EA web site.
7. Continuously stabled horses must be exercised every day for at least 30 minutes of exercise out of their box.

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 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.

Regular safety checks – The committee and or AWEA staff will carry out regular inspections to ensure the feeding, watering and care of horses at AWEA 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 Association also operates in accordance with EA Horse Welfare policies.)

APPENDIX 4 - AWEA CONDITIONS OF MEMBERSHIP / USAGE

As at 18/07/2013

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 Albury Wodonga Equestrian Association ("AWEA") 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, Groundsman or organising group prior to participating in any Equestrian activity
- All AWEA members must display their membership disc either on their horse or on their person whilst at AWEC
- 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 Groundsman, Office Administrator or Committee
- It is advisable that horses tied to floats be supervised.
- Members may use the open yards provided free of charge during the day, but overnight stays must be paid for. However, if attending an event staged at AWEC yards will only be available at the listed price.
- DO NOT PUT MANURE AROUND TREES
- Enclosed stables and covered yards are for paying users only
- Powered and non-powered camping sites must be paid for
- No vehicles are to be parked in the stable lane ways
- Cross country course is to be used only under instruction of a NCAS coach, general or eventing specialist coach or other appropriately insured person, or specially held subcommittee training days or official clinics. Fees apply, please see current fee schedule.
- Dogs/horses MUST always be on a lead, horses must be attended whilst grazing.
- Horses are not to be led from a car or other motor vehicle at any time.
- Horses must not be tied to any fence or tree especially the sand arena fence.
- Polocrosse fields are not to be accessed at any time, unless under direction of Committee or Polocrosse personnel
- Access to Machinery shed is not permitted, unless accompanied by the Groundsman or a member of the Committee
- Any damage to any plant, equipment or implement, stables or yards, regardless of cause, to be reported ASAP, to affect repairs
- Horses to be washed in wash bays ONLY, keep areas around stables dry. Manure in wash bays to be cleaned up immediately and placed in bins provided.
- Water use to be kept to a minimum
- Stable lights are to be used on a minimal basis and not to be left on all night.
- Please report any transgressions and trespasses to the Groundsman or Committee
- The AWEC requires all instructors wishing to coach at AWEC to hold appropriate coaches' insurance and to provide a copy of their insurance cover to the AWEA Management Committee.
- 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.

AWEA Paddock/Stable Condition Report

This condition report is to be completed by the agistee and the AWEA Groundsman (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 agistee, 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.

Agistment Paddock/Day Paddock/Covered Yard/House Stable Number(s): _____

Agistee: _____ **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 agistee, 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 AWEA, **which occurs as a direct result of my horse above and beyond fair wear and tear will be charged on my next agistment invoice.**

Signed by Agistee: _____ Date: _____

Reviewed by Groundsman: _____ Date: _____

Exceptions: _____

Work to be carried out: _____