

AU-AGReqc09

Horse care agreement

This agreement is made on [date]
the
Between: [name]
of [address]. (the "Owner")
and [name]
of [address] (the "Carer");

It is now agreed as follows:

1. The Owner and Carer have agreed that the Carer shall take over the care and maintenance of the Horse in the terms set out in this agreement, which shall
2. It is agreed that the Carer will use the Horse only to be ridden by a person under []:
 - 2.1. light hacking;
 - 2.2. hacking, pony club and riding club competitions;
 - 2.3. any activity below the level of [];
 - 2.4. breeding;
 - 2.5. acting as companion to another horse / pony.
3. The Horse is fully described in foal identification card [] [] ("") / ("").
4. This agreement constitutes the entire agreement between the parties [].

5. The Carer agrees to maintain the horse and

5.1. use a professional farrier every six weeks

5.2. use a vet or

5.3. provide sufficient nutritious

5.4. provide adequate winter shelter.

6. If the Horse becomes injured:

6.1. the Carer accepts full responsibility for

[\$[]];

6.2. the Carer will immediately instruct a vet and pay for his attendance. He will then discuss future treatment

\$ 10000].

6.3. the Owner may terminate this agreement and

7. The Carer shall insure the

\$ 10000

8. The Owner warrants

1 :

8.1. he is the sole owner

8.2. the foal identification card referred

3

- 8.3. the Horse is sound in _____ , _____ ;
- 8.4. the Horse _____ .
- 8.5. The Horse has not at any _____ .
- 8.6. the Horse has no “vice” _____ ;
- 8.7. the Horse does not become agitated when travelling;
- 8.8. the Horse will not _____ .

9. [Brood mares only]

- 9.1. The Owner certifies [_____].
- 9.2. The certificate of service _____ 2 .
- 9.3. The sale includes an assignment _____ .

10. This agreement shall terminate:

- 10.1. if the Owner gives [_____] _____ [_____] ;
- 10.2. _____ [_____] ; _____ [_____]
- 10.3. _____ [_____] _____ , _____ [_____]

OR

- 10.4. _____ ;

OR

10.5. [twelve] months from today;

10.6.

[] .

10.7.

11.

, (“ ”),

11.1.

11.2.

12.

2

/

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13.

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, ,

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14.

-

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15.

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16.

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[

].

[]

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Signed by the parties

Carer

Signature

() []

[Address]

Owner

Signature

() []

[Address]

Schedule 1 - disclosures relating to diseases, conditions and physical damage

Schedule 2 - documents to be handed over

Certificate of entry in the stud book named above

/ [] []

[] []

etc, etc

Explanatory notes on:

Horse care agreement

General notes

1. Remember to use the registered name of any horse registered in
2. Transactions with horses and ponies tend to be badly recorded and frequently result in litigation as a result. You are therefore advised to insert the agreed terms, in areas where
3. There are no provisions as to exactly how the Carer shall care for the horse, on the basis that any such provision would be inappropriate. However, there is no reason why the parties should not
4. We advise that an Owner sends a copy of this agreement to the carer in advance of the sale, so as to avoid any dispute at that later time. The Owner should be invited to complete the schedules
5. Under Australia's Constitution, each state and territory is responsible for its

ACT

http://www.austlii.edu.au/au/legis/act/consol_act/awa1992128/

NT

http://www.austlii.edu.au/au/legis/nt/consol_act/awa128/

SA

<http://www.legislation.sa.gov.au/LZ/C/A/Animal%20Welfare%20Act%201985.aspx>

TAS

http://www.austlii.edu.au/au/legis/tas/consol_act/awa1993128/

VIC

http://www.austlii.edu.au/cgi-bin/sinodisp/au/legis/vic/consol_act/poctaa1986360/index.html?query=title%20%28

WA

http://www.dpi.qld.gov.au/4790_8557.htm

QLD

<http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/A/AnimalCaPrA01.pdf>

NSW

<http://www.dpi.nsw.gov.au/agriculture/livestock/animal-welfare/codes/aw-code-3>

Paragraph specific notes:

Notes referring to specific numbered paragraphs

2 It is entirely a matter for

5 The agreement is drawn so that the ownership in the

8 The warranties favour the carer. Inappropriate warranties

11 This is very strong provision in favour of the rider/employee.

End of notes