

AU-AGReqc14

## **Horse agistment agreement**

The land owner is: [name]  
of [address] (the Agistor)

The horse owner is: [name]  
of [address] (the Owner)

The Agistment property is: Property [ ] (the Property)

*[If possible refer to plan attached, .]*

## Background

- A. The Agistor has a right to agist the .
- B. The Owner wishes to arrange for the agistment of the horse for the period  
1 .
- C. The parties have agreed for provision of such agistment for the .

**It is now agreed as follows:**

## 1. Definition

In this agreement the following words shall have the meanings shown unless it is clear from  
:

“Owner” includes the personal representatives, employees and agents .

“Agistor” includes the personal representatives, successors in title .

“Month” means calendar month.

## 2. Entire agreement

This agreement contains the entire .

### 3. Horse description

The Horse is fully described in schedule 2.

### 4. Fees

4.1. The Owner agrees to pay

3 .

4.2. Interest at [2] %  
30 .

### 5. Facilities

5.1. Paddocks:

5.1.1 The horse will be kept in large paddocks with a group of horses  
/ .

( )

;

5.1.2 Paddocks are routinely fertilized and sprayed

;

5.1.3 The horse will be rotated through  
/

;

5.2. Water is provided via large water troughs that

.

.

5.3. The horse will be fed daily a vitamin and mineral mix with grain/

( . .

, , ).

5.4. Approximately every 6 – 8 weeks, the

.

.

5.5. During periods of slow pasture / , .

## 6. Owner warranties

You warrant that:

- 6.1. your horse is free of disease;
- 6.2. your horse has no known vice;
- 6.3. your horse has no .

## 7. Agistor's responsibilities

The Agistors is responsible for:

- 7.1. advising Owner if for any reason, the .  
- ;
- 7.2. advising Owner of disease, accident ( .  
);
- 7.3. sending invoices and a ;
- 7.4. allowing the Owner access to records of agistment costs  
, .

## 8. Insurance

The horse is at the Owner's risk at all times. It is the Owner's responsibility to insure the horse and any progeny against all

## 9. Veterinary call out

If in our absolute discretion, it is necessary to call a vet to attend on your Horse, then we may

## 10. Right of lien

10.1. The Owner gives the Agistor a lien over the horse for payment of the agistment fees and

10.2. The Agistor may sell the horse at public auction

60

10.3. The Owner irrevocably appoints the Agistor as the Owner's attorney with power to sell the horse

## 11. Termination

11.1.

11.2.

## 12. Obligation of the Agistor

( , ).

## 13. Compliance with laws

13.1. ,

, ,

.

13.2.

,

.

## 14. Service of notices

[ 72 ]

[ 24 ]

.

## 15. Counterparts

,

,

.

## 16. Miscellaneous matters

16.1. , ,

.

16.2. —

16.3.

16.4. ,

[ ] .

[ ] .

**Signed by Parties:**

Signed by Agistor: [\[Please sign here\]](#)

Date: [\[Date\]](#)

Signed by Owner: [\[Please sign here\]](#)

Date: [\[Date\]](#)

**In the presence of**

Name of Witness: [\[Name\]](#)

Address: [\[Address\]](#)

Signature: [\[Please sign here\]](#)

Date: [\[Date\]](#)

## **Schedule 1: The Agistment period**

[ 2 ]

[            ] 2012 .

[ 5 ]



## **Schedule 2: Horse description**

Registered name:

ID issuer:

ID number:

Approx date of birth

Height and colour

### **Schedule 3: The Fees**

\$ [ 100 ] ( )

## Explanatory notes:

### Horse agistment agreement

## General notes

1. Agistment can be a useful management strategy during a dry season as it  
:
  - avoiding the need to sell livestock
  - avoiding the need for supplementary feeding
  - maintaining a breeding nucleus
  - providing better feed for livestock
  - spelling pastures, allowing them time to respond
2. It is advisable that horse owner must inspect the agistment site  
.

## Paragraph specific notes

Notes referable to specific numbered paragraphs

### 1. Definition

Terms are very clear. We believe it is bad drafting practice to randomly capitalise words  
.

### 2. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on, let them be listed here, so that both parties know the basis of the deal.  
,

### 3. Horse Description

We have no comment.

### 4. Fees

Seasonal conditions and demand will determine agistment fees. Payment is usually by monthly instalments in advance,

## **5. Facilities**

Each situation is different. You should consider the environment and circumstances to determine reasonable arrangements for the

## **6. Owner warranties**

We want to protect

## **7. Agistor's responsibilities**

We have no comment.

## **8. Insurance**

A simple statement. We

## **9. Veterinary call out**

This para may seem very strong, but in the event of an epidemic or a notifiable disease, the

## **10. Right of lien**

A lien is a legal process that gives the agistor possession over agisted horse until the money owed on it for agistment is paid. The agistor can sell or otherwise dispose the horse that are under a lien if money owed is not

28

- If served in person, on

- If served by

## **11. Termination**

Another perennial problem is clients who leave half their gear

## **12. Obligation of the Agistor**

In case of move,

## **13. Compliance with laws**

When agisting an animal, both the animal owner and the property owner may be a 'person in charge' under the animal

## **14. Service of notices**

We have no comment

## **15. Counterparts**

We have no comment

## **16. Miscellaneous matters**

We have no comment

## **The Schedules**

We have no comments on these.

**End of notes**