



Agistment Agreement

Yarra Valley Equestrian and Training Pty Ltd - T/A-Spring Creek Equine

THIS AGREEMENT made the date set forth in the Schedule hereto between Samantha Cesnik and Christopher Edward Height, 776 Maroondah Highway Coldstream Victoria 3770 ('the Proprietor') of the one part and the Owner named and described in the Schedule ('the Owner') of the other part.

1. **Agistment of Horses:** The Proprietor will take in the Horses referred to in the Schedule to be agisted at the Property for the Owner subject to the following terms.
2. **Agistment Fee:** Owner shall pay for the agistment the price set forth in the Schedule per 14 day fortnight for each horse. Such payment shall be made, in advance, for 14 days at a time. The first payment in respect of each horse is to be made on the day when it is placed at the property.
3. **Equitable lien for Payment:** The Proprietor shall have a general lien upon all the Horses of the owner upon the said property for any monies for the time being owing pursuant to the terms hereof and such lien may be enforced by the sale by auction or private contract the Horses.
4. **Sick or Dangerous Horses:** The Owner shall not turn out for agistment any Horses known to be dangerous or diseased.
5. **Limitation of Liability:**
 - 5.1 **Risk of Horses**

The Proprietor will use best endeavors to take reasonable precautions for the care and safety of the Horses while agisted at the Property but the Horses shall remain at the sole risk of the Owner in respect of any accident illness or misadventure of any kind.
 - 5.2 **Escape of Horses**

The Proprietor shall not be liable to the Owner for any loss or injury which may occur through the escape of any of the Horses from any field paddock or stable in which the horse may be located or any other accident or misadventure.
 - 5.3 **Loss or Injury**

The Owner agrees with the Proprietor and acknowledges that neither the Owner or any person claiming or under or through the Owner shall have any claim against the Proprietor in respect of any loss damage or injury that the Owner or such other



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person may suffer by reason of death or injury to any of the Horses and of any progeny or any personal injury or property damage whether caused by or a result of any accident illness misadventure or otherwise.

5.4 Dangerous Pursuit

The Owner agrees with the Proprietor and acknowledges that horse riding/handling is an inherently dangerous pursuit and the safe pursuit necessarily involves the Owner taking proper and adequate precautions for the protection of others and their property. Neither the Owner nor any person claiming under or through the Owner shall have any claim against the Proprietor for or on any account of or in respect of any loss or damage that the Owner or such person may suffer by reason of death or injury to the Owner or any other person whatsoever arising from or in connection with the agistment of the Horses on the Property whether caused by or a result of accident illness misadventure or otherwise.

5.5 Protection of Proprietor

The Owner will keep the Proprietor indemnified against all costs claims expenses damages and proceedings arising out of or in any way connected with the riding/handling behaviour or any misadventure of the Horses or any other Horse on the Property and the conduct of any other horse owner/rider/handler in failing to comply with the terms of a similar agreement.

5.6 Release of Proprietor

The Horses shall remain on the Property and be used at the risk of the Owner in all respects including (but not limited to) accident illness or misadventure of any kind and the Owner releases the Proprietor to the maximum extent permitted by law from any claim of any kind resulting from any accident illness or misadventure occurring to the Horses and the Owner agrees that the Proprietor shall have no responsibility or liability for any loss damage or injury suffered by the Owner or any third person on the Property as a result of any such accident illness or misadventure.

5.7 Owner Promises

The Owner warrants to the Proprietor that the Owner and any rider/handler of the Horses is an experienced equestrian and that each of the Horses will be properly trained and experienced and the Owner is familiar with all of the Property and is satisfied that it is safe and suitable for the purposes of the Owner.

springcreekequine@hotmail.com

www.springcreekequine.com.au

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5.8 Owners Property

The Owner accepts sole risk for loss or damage of any equipment or property including saddlery, tack, feed, etc stored on the Property.

6. **Feeding & Care:**

6.1 Feeding Horses:

If required by the Proprietor The Owner shall hand feed any of the Owner's horses with food of a type and in quantities determined by the Proprietor for the welfare of the Horses and in default the Proprietor may at the discretion of the Proprietor feed the Horses at the proper expense of the Owner.

6.2 Care of Horses:

If at any time the Proprietor notices that any of the Horses are apparently suffering from illness or accident the Proprietor may notify the Owner and may at the option of the Proprietor call a veterinary surgeon but the Owner shall be solely responsible for medicines and the charges of the veterinary surgeon.

6.3 Health of Horses:

Each of the Horses shall be drenched by the Proprietor immediately upon being placed at pasture on the Property and at such regular intervals required by the Proprietor while on the Property. The Horses shall also be wormed by the Proprietor using a recognised veterinary preparation at intervals between six and twelve weeks thereafter all at the expense of the Owner.

7. **Insurance:** The Owner shall keep the Horses insured in respect of liability for loss, injury or damage to any person or Property of any kind for the sum of \$2,000,000 and the Owner shall punctually pay the premiums in respect of such insurance and shall produce on demand to the Proprietor any policy and receipts evidencing payment.

8. **Payment of Monies Owning:** If the Owner fails to pay the Proprietor any monies which are payable to the Proprietor by the Owner in accordance with the terms hereof within fourteen days of the due date for payment, interest at the rate of 2% per calendar month or part shall be paid by the Owner until all monies are paid in full.

springcreekequine@hotmail.com

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9. **Observance of Rules:** The Owner shall observe the Rules attached hereto as amended from time to time being understood the Proprietor may at any time and from time to time amend and add to the rules whenever the Proprietor deems such variation amendment deletion or addition necessary or desirable for regulating the use of the Property or for the safety care and cleanliness of the Horses and the Property or for the preservation of good order or for the comfort of the occupiers and visitors of the Property and the Owner acknowledges that any failure by the Owner to observe such rules from time to time in force shall constitute a breach of this agreement entitling the Proprietor to immediately terminate this Agreement by written notice to the Owner.
10. **Termination of Agreement:** Either party may terminate this Agreement upon one month's notice to the other party and any notice may be served by post to or left addressed at the address of the other party and a notice sent by post shall be deemed to have been served when the same would normally be delivered in the ordinary course of the post. The Fee shall be payable until but excluding the day of removal of the Horses from the Property.

SIGNED by the Owner

SIGNED for and on behalf of the Proprietor.....

Date:/...../.....



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**Yarra Valley Equestrian and Training Pty Ltd -
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SCHEDULE

Date:

Owner Details:

Name.....

Address:

.....

Email

Note- invoices are sent by email unless otherwise requested.

Phone 1

Phone 2

Mobile/emergency contact:

Property: Spring Creek Farm, 776 Maroondah Highway Coldstream, VIC, 3770

Proprietor: Samantha Cesnik and Christopher Edward Height

of "Yarra Valley Equestrian and Training Pty Ltd, T/A Spring Creek Equine", 776
Maroondah Highway Coldstream, VIC, 3770

Horse Details:

springcreekequine@hotmail.com

www.springcreekequine.com.au

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Name.....

Age..... Size Breed Sex M / G / S / C / F

Colour

Microchip Number.....

Date of last worming:

Wormer used:

NOTE- If worming dates are not provided or are out of date then the horse will be wormed with a non-rotational wormer.

Any known allergies:

.....

Known behavioural Vices:

.....

.....

Known behaviours for safety considerations for this horse for disclosure to Spring Creek Staff :

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Vaccination Records:

Tetanus (initial and booster dates)

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Strangles (initial and booster dates)

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Other (initial and booster dates)

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NOTE- If Vaccination dates for Tetanus and Strangles are not provided or Vaccinations are out of date then the horse will be Vaccinated and you will be charged accordingly.

Preferred Veterinarian:

If no preference say 'none'

Clinic Name:

Vet Name:

Contact Number Clinic:.....

Contact Number Vet:.....

Note- if it is deemed that a Vet is required your preferred Vet will be contacted & engaged first, if they are not available another Vet may be engaged.



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Fees and Inclusions, *Select Option.*

Option 1

Full Service – Stable

- During the day time- Private paddock provided with electric post and rail fencing during the day
- In the evening – horse to be stabled
- Horse to be led to and from Stable and Paddock by SCE Staff and Stables to be ‘mucked out’ daily by SCE Staff.
- Horse to be Fed and Rugged twice daily by SCE Staff, Feeding levels as per agreement between owner and proprietor. Hay and hard feed provided by proprietor.
*Hard feed to be selected from available list- Prydes feeds.
- Horses caught for Farrier, Vet, Physio etc... as needed, by arrangement with the proprietor.
- Ration analysis available as required via Kelato Animal Health Nutritionist.
- Includes use of all facilities – indoor arena, hot wash, jumping facilities and washing machine (up to 2 loads of washing per horse per week)

Price - \$380 per 7 day week incl. GST

Option 2

Full Service – Paddock

- 24 hours- Private paddock provided with electric post and rail fencing
- Horse to be Fed and Rugged twice daily by SCE Staff, Feeding levels as per agreement between owner and proprietor. Hay and hard feed provided by proprietor.
*Hard feed to be selected from available list- Prydes feeds.
- Ration analysis available as required via Kelato Animal Health Nutritionist.
- Includes use of all facilities – indoor arena, hot wash, jumping facilities and washing machine (up to 2 loads of washing per horse per week)

Price - \$265 per 7 day week incl. GST

For paddocked housing and 5 Treadmill sessions per week, dry or wet price is set at \$470 per week incl. GST.



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□ Option 3

Rehabilitation service (no Treadmill use)-

- Housing as appropriate- hard wood stable, steel yard or electric, post and rail private paddock.
- Horse to be led to and from Stable and Paddock by SCE Staff and Stables to be 'mucked out' daily by SCE Staff.
- Horse to be Fed and Rugged twice daily by SCE Staff, Feeding levels as per agreement between owner and proprietor. Hay and hard feed provided by proprietor.
*Hard feed to be selected from available list- Prydes feeds.
- Horses caught for Farrier, Vet, Physio etc... as needed, by arrangement with the proprietor.
- Ration analysis available as required via Kelato Animal Health Nutritionist.
- Includes use of all facilities – indoor arena, hot wash and washing machine (up to 2 loads of washing per horse per week)
- Medication twice daily.
- All other services charged as per the Rehabilitation price list found on the Spring Creek Website or available by request.

Price

\$380 per week incl. GST, minimum 4 day stay. For stabled housing and 5 Treadmill sessions per week, dry or wet price is set at \$580 per week incl. GST.

**Please note for Rehabilitation Services 2 weeks daily fees (14 days) are payable on horses arrival by cash or credit card.*



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Spring Creek Farm Agistment Rules

- Hard hats currently approved by EA/PCAV/FEI or similar must be worn at all times when riding on the property, hats to be no older than 3 years.
- All common areas including stables, driveways, walkways and parking areas, must be swept clean from manure, hoof pickings, feed, etc.
- Gear is to be kept in your designated areas and is to be kept neat and tidy at all times.
- Dogs are permitted at any time but must be under the control of owner at all times **and** tethered.
- Horses must not be groomed or fed in the menage or lunging areas.
- Gates and doors must always be closed and secured.
- Water should be used sparingly and taps turned off immediately after use.
- Arena area lights should be turned off when not immediately required or in use.
- Cars must proceed cautiously and not exceed 10 Km/hr.
- For safety and access, loading on floats should occur in the designated car parking area.
- No smoking in the stable area (except as designated) or in paddock/menage areas particularly during fire restriction periods.
- Grazing is generally only permitted in your designated paddock. Common areas may be grazed while your horse is on a lead.
- Arena rules are to be adhered to at all times while riding.

This property is our home. Please respect our privacy and that of our neighbours.