



Spring Creek Equine
774 Maroondah Hwy
Coldstream VIC 3115
springcreekequine@hotmail.com

Training & Agistment Contract

This Agreement

Is between Yarra Valley Equestrian and Training Centre Pty Ltd - T/A-Spring Creek Equine, named in item 1 of the schedule (Trainer) and the person or persons named in item 2 (Owner).

Background

The Owner owns or is entitled to legal possession of the horse named and identified in item 3 (Horse).

The Trainer has agreed to train the Horse, at the Owner's request on the terms of this agreement.

The Trainer and the Owner Agree:

1. Training

1.1 Subject to clause 1.2, the Trainer will train the Horse and provide the agistment services specified in item 4, from the date in item 5, until the date in item 6.

1.2 The Trainer has the right to stop training the horse if:

(a) the Horse poses an unacceptable risk to the Trainer, to any person handling the Horse, to another horse or to property: or

(b) the Trainer believes that any further training is unlikely to improve the Horse.

2. Training costs and fees

2.1 The Owner must pay the fees and costs specified in item 7, weekly, fortnightly or monthly in advance as specified in item 8, commencing on the date in item 5.

2.2 The Trainer may change the amount of the fee, as long as the Trainer gives 14 days prior notice to the Owner.

2.3 The Owner must pay interest on all money or liabilities owing or due under this agreement at the rate of 11% per annum.



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3. The Owner's promises and obligations

3.1 The Owner promises the Trainer:

(a) that the Horse:

(i) has no vices except for those disclosed in item 9;

(ii) has no pre-existing injury except as disclosed in item 10;

(iii) has no disease and has not shown any signs of disease within the 30 days preceding the date of this agreement commencing;

(iv) is effectively vaccinated for tetanus and strangles and to produce proof of vaccination to the Trainer promptly on request;

(b) no other person has any right or claim to the Horse.

3.2 The Owner must pay on request, all fees, costs, charges and expenses incurred by the Trainer, or for which the Trainer may become liable, relating to any examination or treatment of the Horse arranged by the Trainer in the circumstances set out in clause 4.

4. Trainer can engage a vet

4.1 The Trainer may arrange any necessary examination and treatment of the Horse by a veterinarian or equine professional:

(a) if a veterinarian or equine professional does not attend to examine the Horse, within 24 hours after the Trainer gives notice to the Owner that the Horse is apparently suffering any illness, injury or disease; or

(b) in the case of an emergency concerning the welfare of the Horse.

5. Loss of agistment right

5.1 If the Owner breaches clause 2.1, 3.1 or 3.2, the Trainer may give notice to the Owner terminating the right to agist the Horse.

5.2 On giving that notice:

(a) the Owner has no right to enter onto the Trainer's premises (Premises);

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(b) the Horse is, and is taken to be, trespassing on the Premises;

(c) the Trainer has no liability to the Owner under this agreement or at law, as bailee or otherwise, in relation to the Horse and any personal property kept on the Premises belonging to or in the possession of the Owner (Goods); and

(d) the Owner must pay the Trainer a charge proportional to the fee in item 6 of the schedule for each day the Horse remains on the Premises.

6. Detain Horse & Goods

6.1 The Owner grants the Trainer a general lien over the Horse and the Goods, as security for:

(a) any money owing to the Trainer; and

(b) any current liability to indemnify the Trainer or the Trainer's employees, agents or contractors.

6.2 The Trainer may detain the Horse or Goods or both as against the Owner and, if the Owner is not the owner, the owner, until all such money and liability are completely paid and discharged, or otherwise dealt with to the Trainer's satisfaction.

7. Sell Horse & Goods

7.1 Subject to clause 7.3 the Owner irrevocably authorises the Trainer as agent for the Owner and in the Owner's name or otherwise on the Owner's behalf:

(a) to sell, dispose of or otherwise deal with the Horse and the Goods; and

(b) to do all acts and things and sign, seal, deliver and execute all deeds, transfers or documents, necessary for, or incidental to any sale, disposal of or dealing with the Horse or Goods.

7.2 The Horse or Goods or both may be sold together or separately, by private contract, public tender or public auction, to any person on any terms that the Trainer as agent considers appropriate.

7.3 The Trainer's authority as agent may only be exercised if:

(a) the right to agist is terminated; and

(b) after 14 days from the date of termination:

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- (i) any money remains owing to the Trainer; or
- (ii) any current liability to the Trainer remains undischarged.

7.4 The Trainer must apply the proceeds of sale, disposal or dealing with the Horse or Goods in the following order:

- (a) all costs of and incidental to the sale, disposal of or dealing with the Horse or the Goods;
- (b) any money owing to the Trainer;
- (c) any current liability to indemnify the Trainer or the Trainer's employees, agents contractors; and
- (d) the residue to the Owner.

7.5 The Trainer as agent may do any act or thing and sign, seal, deliver, and execute any deed, transfer or document even though it involves or might involve a conflict of interest or confers or might confer a benefit on the Trainer and in those circumstances, the agent is not liable to the Owner or any other person because of the conflict or benefit or for any other reason.

8. Impound Horse

8.1 After the Owner's right to agist the Horse is terminated, the Trainer may impound the Horse by taking possession of it under the Impounding of Livestock Act 1994 (Vic).

8.2 The Trainer must then promptly deliver the Horse to the nearest convenient public pound.

8.3 The Trainer must notify the Owner that the Horse is impounded and its whereabouts, within 24 hours of impounding the Horse.

9. Indemnity

9.1 The Owner indemnifies the Trainer against:

- (a) any breach of this agreement by the Owner; and
- (b) costs and expenses of and incidental to exercising any right, power or authority under this agreement or conferred on the Trainer by law.

10. Limited liability



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10.1 The Trainer and the Trainer's employees, agents and contractors, whether acting in their own right or as agent of the Owner will not be liable to the Owner, relating to or in any way arising out of:

- (a) death of, or injury to the Horse;
- (b) any loss of or damage to the Goods; or
- (c) the death or personal injury of the Owner,

however caused including, without limitation, the negligence of the Trainer or the Trainer's employees, agents or contractors.

11. Notices

11.1 Any notice required or permitted to be given by the Trainer under this agreement must be in writing addressed to the Owner and:

- (a) hand delivered to the Owner's address in Item 2 of the schedule, or to any other address directed by the Owner in writing;
- (b) sent by prepaid mail to that address; or
- (c) sent by fax to the number in item 2 of the schedule.

11.2 A notice is taken to be received by the Owner:

- (a) if hand delivered, on delivery;
- (b) if sent by mail, 3 business days after the date of mailing; or
- (c) if sent by fax, when the sender's fax machine produces a confirmation report that all pages of the notice were successfully transmitted.



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12. Two or more Trainers

If the Trainer or the Owner comprises two or more persons, the terms of this agreement bind all those persons together and each of them individually.

13. Governing law

The laws of the state or territory where the Trainer's premises are located apply to this agreement.

14. Disputes

The parties submit unconditionally to the non-exclusive jurisdiction of the Courts and Tribunals of the state or territory where the Trainer's premises are located in respect of any dispute or claim arising between them.

15. Amendment

No variation, modification or alteration of the terms of this agreement is effective unless signed or initialled by the parties.

16. General

16.1 If any term of this agreement is illegal, void or unenforceable for any reason, the offending part is to be disregarded and does not affect the rest of this agreement.

16.2 Wherever in this agreement a right or benefit is conferred on the Trainer and the Trainer's employees, agents or contractors, the Trainer is deemed to be acting as the agent and trustee on behalf of and for the benefit of those persons and those persons are or are deemed to be parties to this agreement accordingly.

16.3 The terms of this agreement continue to apply on a calendar monthly basis after the date in item 6 (in the absence of any further written agreement between parties), unless one party gives the other notice either before that date or before the end of any succeeding month, of their intention not to further extend the term of this agreement.

16.4 A reference in this agreement to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, that legislation or legislative provision.



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17. Meaning of words

The following words have the meanings given alongside them:

17.1 'equine professional' - farrier, dentist, masseur, specialised horse carrier, physiotherapist or chiropractor.

17.2 'schedule' – schedule to this agreement.

17.3 'vice' – a bad habit, which so affects the Horse's temperament or health as to make it potentially injurious to people or other horses.

19. When agreement binds Owner

19.1 This agreement binds the Owner when either:

(a) the Owner signs this agreement; or

(b) after a copy of this agreement is given to the Owner or the Owner's agent by whatever means, the Horse is delivered to the Trainer, whichever event is sooner.



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SCHEDULE

Item 1: Trainer's name, address, telephone numbers, email,

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

Head Trainers: Christopher Edward Height and Samantha Cesnik

776 Maroondah Hwy

Coldstream

Victoria 3770

0407354010

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Item 2: Owner Details

Name.....

Address:

.....
.....

Email

Note- invoices are sent by email unless otherwise requested.

Phone 1

Phone 2

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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Item 3: Horse's name and identification

Horse Details

Name.....

Age..... Size Breed

Colour..... Sex M / G / S / C / F

Date of last worming:

Microchip Number

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:

.....

Vaccination Records:

Tetanus (initial and booster dates)

.....

Strangles (initial and booster dates)

.....

Other (initial and booster dates)

.....

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.

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Item 4: Agistment and horse training services required (be precise)

Schooling Information

Type of Schooling (please tick)

- Foundation Training /Breaking In Dressage Training Show Jumping Training
- Cross Country Training Float Loading Training Ground Work
- Other:

.....
.....

Item 5: Agistment & Training begins on

.....

Item 6: Agistment & Training ends on

.....

Item 7: fees and costs inclusive of GST

\$490 Incl. GST per 7 day week, Includes all hay, hard feed from list and work*

*In an average week all horses are worked 5 days a week unless specified otherwise by owner or trainer in **item 4**

Item 8: Payment Terms

Owners are invoiced fortnightly via email and the Invoice has 7 day terms.*

*The Trainer reserves the right to stop training the horse at his discretion if the invoice has not been paid

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Item 9: Vices (if none, say nil)

Known Ridden Vices

Bucking Rearing Bolting Other

Known behavioural Vices.....

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

.....
.....

Item 10: Pre-existing injuries (if none, say nil)

.....

Item 11: List all gear left with horse. Eg, Rugs, Saddle, Halter etc.

*Please ensure all gear is clearly labelled

.....
.....
.....

SIGNATURES AND DATE

Signed by the Trainer

Date

Signed by the Owner

Date

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