

WELCOME TO SUNSHINE COAST HORSE AGISTMENT

mob 0402 806 939 web: sunshinecoastagistment.com.au

email agistment@awebsite.com.au ABN 51 007 132 633

We have had many happy agistees and horses come and go over the years, and look forward to making many new friends and enjoying caring for their horses. The following rules are to protect our agistees, the horses and other users of the facilities. I hope you will not take them as offensive in any way; we have found that when everyone follows these basic rules, we have no accidents, or disgruntled agistees. We hope you enjoy riding our beautiful trails and having a lot of fun agisting with us!

Kind wishes Niki Brand & Andy Eastwood

SUNSHINE COAST HORSE AGISTMENT CONTRACT:

It is a provisory that all agistees at SCA have signed our Horse Agistment Contract form before bringing a horse on to the property. If you do not comprehend the wording of these documents, or have difficulty speaking English then you must seek professional advice or an interpreter before signing the contract. We only take agistees over the age of 21 Years, but will take horses of any age from yearlings to aged. We only accept quiet non-aggressive horses. We do not take colts, stallions, rigs, geldings who have only been gelded within the previous 6 months, foals or pregnant mares.

AGISTMENT FEES, TERMS AND DISCLAIMER:

Your agistment fees are those that are agreed upon with you, the horse owner (agistee) and us, Sunshine Coast Agistment, the landholder (agistor).

The agistment fees cover the cost of the paddock, and use of our facilities, plus minerals, calcium, salt and phosphorus supplementation in a copra & chaff base.

There can be a price increase of fees at any time, but a four week notifying period will take place for agistment fees. Feed costs can increase in price without notice.

Your fees start from the day your horse arrives at Sunshine Coast Agistment.

Agistment fees are paid 4 weeks in advance and are payable within 7 days on receipt of your bill which is emailed to you every 4 weeks. Once your agistment becomes more than two weeks overdue, a **\$10.00 per fortnight** per horse or part thereof, book keeping fee is charged and at 4 weeks overdue a **\$20.00 fee** per horse or part thereof, book keeping fee is charged on any over due agistment. If you are late paying, please automatically add the extra charges to your agistment for every week or part there of, that you are late. Please pay your agistment fees in cash when you are visiting your horse or directly into the following:

National Australia Bank (please put your horse's name next to payment)

Account Name **N. L. Brand**

BSB **084855** Account Number **451158210**

The agistor requires notifying if you wish to move your horses from our property. Horses must not be removed from our property until all fees owing are paid. After an agistment agreement has been terminated by either the agistee or agistor, any items left at SCA after the agreed termination date, will become the property of SCA if not collected within 6 months of the termination date.

If your horse agistment becomes overdue for more than four weeks you will be sent an overdue account. Any tack that you have on the property will also be locked up for future sale if your fees are not paid.

After eight weeks of overdue agistment you will be sent a second notice stating that you are given four more weeks to pay all agistment owing, before your horse will be sold for money by Sunshine Coast Agistment to cover outstanding fees. The remaining balance of the debt will be put into the hands of our debt collection agency.

At the end of the 12 weeks you will be sent a third and final notice advising of when your horse and tack will be sold. This is a total of 12 weeks without payment. You are still responsible for your horse during this period. Your horse's agistment, late fees, trucking fees to market, and any other costs incurred by us will be paid for by the sale of your horse. You will be sent a bill for any money left outstanding.

If during this time you want to collect your horse, all fees must be paid for in full, at your normal agistment rate, plus late fees, as well as any other debts incurred by us i.e. feeding, farrier, vet, or worming before your horse is allowed to leave the property.

We reserve the right to alter any terms and conditions of this contract as we see fit without any prior notice to agistees.

RISK OF LOSS: DISCLAIMER

While your horse is agisted at Sunshine Coast Agistment, the agistor shall NOT be liable for any sickness, disease, injury or death suffered by the horse or any other cause of action arising from or connecting to the agisting of your horse. All reasonable and proper care of the property is taken by Sunshine Coast Agistment, but all risks are assumed by the owner of the horse, which may arise from a kick, fence injury, drowning, poisoning, colic, falling, escape, collision by a vehicle, wild dog attack, falling tree or branch, lightning strike or act of God. The agistee agrees to hold SCA harmless from any loss or injury to the agisted horse. All costs, connected with agisting are borne by the horse owner. It is the horse owner's responsibility to insure their horse and horse equipment against all risks while they are on the property or being transported. Riding any horse is at your own risk and the agistor cannot be held accountable for any injury or accident as a consequence of such an action. We recommend you contact Equine Australia to organise personal insurance for your horse rides.

In consideration of, the right to participate in a horse ride, or exercising my horse or lunging a horse at 40, 45, 48, 49, 50, or 54 Binalong Road or 16, 18 Binalong Lane, or 340, 367 Kin Kin Pomona Rd Pinbarren Qld 4568, I have and do hereby accept as my own responsibility all risks of accident, injury or death associated with the horse ride/exercise/lunge and understand that a horse can spook, buck, kick, step on my foot, knock me down, take flight or injure me in other ways not stated here. I will hold 40 Binalong Road and all properties mentioned in this contract and occupants, owners, employees, other agistees and associates free from any and all liability, causes of action, debt, claims and demands of every kind and nature what so ever, which I now have or may arise out of or in connection with my/my horses participation in the horse ride/exercise/lunge. The terms hereof shall serve as a release and assumption of risk for my heirs, executors and administrators and for all members of my family including any minors accompanying me. This document always remains the property of 40 Binalong Road Pinbarren Queensland Australia and occupants.

OWNERSHIP/LEASE OF HORSE NOT FROM SUNSHINE COAST AGISTMENT:

If you are not the rightful owner of the horse being agisted at Sunshine Coast Agistment, but have it on lease from another party, you must agree to pay all agistment fees and costs to the agistor until such time as the horse leaves Sunshine Coast Agistment. If the lease of the horse is terminated before the horse leaves, you are still liable to pay all costs, and care for the horse, until the rightful owner or new lessee signs an agreement with Sunshine Coast Agistment, or removes the horse from our property. The rightful owner's name, address and telephone number must be given to Sunshine Coast Agistment on signing this contract.

WE RECOMMEND THAT YOU BRING:

We recommend each horse arrives with a feed bucket, and a thin waterproof (combo if possible) rug. It does not get very cold here so padded rugs are really not necessary. The thin waterproof rugs are ideal for the wet season so the horse does not get too sweaty, and is perfect in winter over the horses own winter coat. Also storage bins for feed to prevent contamination from mice and visiting possums.

VET AND FARRIER:

You are responsible to call and pay for your own vet and farrier as required. If you cannot be present for the vet, we charge \$30 per horse to attend and organise a visit and \$10 per horse to organise and be present for the farrier for a trim only, and \$20 for a shoeing. If you do not have a farrier I can recommend Richard Hansen 0419 676 284 (text you are at Niki's) or John Wilson 0417 711 449. **Please do not attend the farrier in any areas that are used for vehicular traffic as nails cause punctures. Please clear away hoof trimmings.**

We will notify the horse owner immediately if they become aware that the horse is suffering from any significant or noticeable sickness, disease or injury. At the end of this contract we ask you to state your vet and farrier's name and phone numbers along with any phone numbers that you can be contacted on in an emergency, or we can recommend a vet. If your horse is badly injured or very ill and we are unable to contact you immediately, we will call your vet on your behalf. All costs must be paid for by you, the agistee. Please advise us if you change vet or farrier. If you have not specified a vet on your agistment agreement form, or we cannot get in contact with your specified vet, then we will call the nearest vet in the area in the case of an emergency, and you will be liable for all vet costs. Our vets that we recommend are Stuart Bryce ph 0419 799611 and Cameron Hosking 07 5447 6733

FEEDING/ WASHING/ WATERING/ RUGGING/ Rug mending /GROOMING:

It is your responsibility to pay for supplementary food for your horse. The agistor can feed your horse for you, this service costs \$20 per week which entitles you to up to two feeds a day or \$4 per feed per horse, whichever is the lesser.

The agistor can rug horses; the fee for this service is \$5 per day per horse, \$35 per week. Cotton rugs can be washed at \$5 per rug, horses shampooed at \$20 per horse plus cost of shampoo if not supplied, Rugs found and mended \$POA.

We can thoroughly groom & pick out your horse's feet for a \$5 fee. We do however occasionally groom horses and pick out feet on a need to basis for free at our own discretion. Sunshine Coast Agistment will maintain all water troughs and fences, but please advise us if you notice a problem with them.

WORMING, DRENCHING, MINOR MEDICALS, VACCINATING, TEETH:

It is your responsibility to maintain the condition of your horse's teeth and to regularly vaccinate your horse against Hendra, tetanus and strangles, although not compulsory. All horses will be wormed at the same time on an 10 weekly basis in the summer, and 12 weekly basis in the winter. It is your responsibility to worm your horse at the requested time. Alternatively, the agistor can worm your horses for you; the fee for this is the cost of the paste, plus \$5 per paste to administer, it is also \$5 per paste to administer any other pastes. Minor medical procedures including applying sprays or ointments, creams once daily, will be charged at \$5 per horse per day plus \$1 for the medical product if not supplied by you. Attending an equine dentist will be charged at \$30 per horse. Cameron Hosking from Cooroora vets charges approx. \$165 for Hendra Vaccinated horses only or Stuart Bryce from Hinterland Equine charges \$150. Both sedate & use a power floats.

RIDING FACILITIES: horse exercise, trails.

SCA is perfect for trail riders, and is located next to hundreds of kilometres of stunning mainly grassed horse trails, leading to forests and mountains. Trails features water troughs, picnic tables with shade and horse yards for overnight camping. Free maps are available. We are right in the middle of the Noosa Trail network.

We regularly attend organised trail rides with SCATER, and invite experienced riders to join us.

It is a very strict rule at Sunshine Coast Agistment that **NO ONE** is allowed to ride a horse in our paddocks as these areas are for the horses to graze only. **The exception to this** is through the retirement paddock to access the bottom gate on to the trail or when lunging or exercising in the arena after notifying the agistor of your intention to do so.

Lunging is permitted in the arena area which is reserved for agistees (and friends of) who have **signed an indemnity form**. If you have someone who regularly lunges or rides your horse, for example a family member or instructor, then please organise for them to obtain one of our indemnity forms to sign and return to me **before** lunging/riding commences. Anyone found riding a horse or even sitting on one, on SCA paddocks without a **signed indemnity form**, will immediately be asked to dismount.

HELMETS AND SAFETY BOOTS:

It is strongly advised that all persons riding a horse from our property **should** wear an Australian Standards Approved riding helmet.

You **MUST** wear protective shoes while on the property, riding boots or similar; **absolutely no** thongs, sandals, or canvas shoes. This includes all other persons entering the property; agistees, friends, family, children, instructors, or prospective horse buyers. All agistees are held responsible to inform any persons entering the property on their behalf that they **must** adhere to these rules.

EMERGENCIES:

In the event of an emergency please call 000, our property address is 40 Binalong Rd Pinbarren. For minor medicals there is a first aid kit in the caravan and the shed.

WASH BAY/ UNDERCOVER AREAS/ SADDLE UP AREA:

These areas are provided for your use. You are expected to keep them clean. Pick up any rubbish, horse hair etc, and put it in the rubbish bins provided. Clean up any manure and put it in the wheel barrow provided. Lights are provided in all areas of the facility shed for your use; please turn them off when you have finished. Please remember to turn off the tap.

TOILET AND FEED/TACK SHED:

The code to the toilet door lock, and shed will be supplied in your welcome package. Please keep these codes private. All paddocks are padlocked and codes will be supplied accordingly. Each agistee will be given a designated space on the palettes. Please provide bins for feed. Please lock the shed when you leave.

Smoking is absolutely forbidden ANYWHERE on the Sunshine Coast Agistment property.

HORSE FLOAT:

We will collect for FREE only horses that will be agisting with us long term (6 months or longer) from anywhere on the Sunshine Coast or Gympie areas. Travel further than this will be charged at \$40 p/h plus fuel after Gympie or Beerwah or the Sunshine coast. We only transport horses that are used to being floated and are safe to float.

HOURS OF AGISTMENT:

Whilst there are no restrictions on the hours you may come and go from the property, we do ask that you keep to our normal working hours of 7am – 6pm. We do expect orderly behaviour and respect for other agistees, us as residential owners, and other residents nearby. Please refrain from sounding your horn. If you need to see us about any matters, please phone or text 0402 806 939 **before** arriving.

ENTERING AND LEAVING THE PROPERTY:

Please do not park behind other vehicles blocking them in. Please park your vehicle inside the property angled front in, without blocking vehicular access to other vehicles. Cars are to be driven at WALKING PACE only, and horses also are to be walked along the pathways. **No children** are allowed in the paddocks with the horses please for their own safety.

Euthanising your horse:

Because we specialise in the aged care of many old horses here we are also able to organise when the time comes the euthanasiation and burial of your horse. Our vet has plenty of experience in this field and we carefully plan and put to sleep your horse in the kindest manner possible so your horse does not endure any suffering. Our vet sedates your horse whilst enjoying a bag of carrots, and your horse will pass quickly and painlessly after this. Fees include vet, backhoe hire, and burial fee.

CONSTRAINTMENT OF HORSES:

All horses must be constrained at all times on the property, except for in your paddock. This is for the safety of all horses, people, cars and floats. You are responsible to pay for any damage caused by your horse to any person or their property. You may graze your horse in the laneway outside the property gate as long as they are on a lead.

OTHER HORSES:

NO other horses other than those agisted on the property are permitted to use any of SCA facilities at any time due to insurance, health and safety regulations.

DOGS:

NO DOGS are permitted on the property at any time. Please make sure that your friends, farriers, or vets do not bring dogs, or else they will need to keep them in or securely fastened to their cars.

Please be aware of the danger of leaving a dog in a vehicle on a hot day.

This is for the safety of ours and your horses.

TELEPHONE:

In an emergency, if we are home, you may use the telephone in our house. We recommend all riders have a mobile phone with them at **all times** when out riding. Telstra has good reception on the trails, Optus and other service providers do not.

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I have read and understand the conditions above, and have been supplied with a copy of these terms for future reference.

Are you the horse's owner?Y/N or lessee?Y/N

If not the horse's legal owner please supply name and address and phone number of owner below *:

Agistee's full name.....**Horse/s** name

.....

Home phone **Mobile** phone

Emergency phone **Next of Kin** phone.....

Email Address (for invoices & updates).....

Agistee's home address.....

Postal address.....

***Horse owner's** name & home address if you are the lessee only:

.....

.....**Owner's** home phone

Is your horse/s Hendra vaccinated?.....

Has your horse had laminitis or any other pre-existing conditions we should be aware of?

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Preferred farrier.....Phone.....

Preferred vet.....Phone.....

Signature.....Date.../.../.....

INDEMNITY

Have you any physical/medical disabilities?

Yes No

You have a duty to disclose any disability where horse riding could cause discomfort or relapse. An act of non-disclosure will be deemed to be fraudulent and you could be liable for prosecution.

Will you be riding your horse? Yes No (if the answer is no please just sign and date below)

Do you own a Helmet? Yes No

Do you own horse riding boots? Yes No

Have you ever fallen off a horse? Yes No

What is your riding ability? Experienced Intermediate Novice

How many times have you ridden? Less than 30 More than 30 A Great Deal

Do you agree that there are no fees being charged for this ride? Yes No

RELEASE AND ASSUMPTION OF RISK (Parent or legal guardian must sign for all persons under 18)

In consideration of, the right to participate in a horse ride, or exercising or lunging any horse/s at 40, 45, 48, 49, 50, 54 or 90 Binalong Road or 16, 18 Binalong Lane, or 340, 367 Kin Kin Pomona Rd or 15 Sallwood Ct Pinbarren Qld 4568, I have and do hereby accept as my own responsibility all risks of accident to myself and kin, injury or death associated with the horse ride/exercise/lunge and understand that a horse can spook, buck, kick, step on my foot, knock me down, take flight or injure me in other ways not stated here. I will hold 40, 45, 48, 49, 50, 54 or 90 Binalong Road or 16, 18 Binalong Lane, or 340, 367 Kin Kin Pomona Rd or 15 Sallwood Ct Pinbarren Qld 4568 and occupants, owners, employees, other agistees and associates free from any and all liability, causes of action, debt, claims and demands of every kind and nature what so ever, which I now have or may arise out of or in connection with my/my horses participation in the horse ride/exercise/lunge. The terms hereof shall serve as a release and assumption of risk for my heirs, executors and administrators and for all members of my family including any minors accompanying me. This document always remains the property of 40 Binalong Road and occupants.

Full name.....

Address.....

Date..... Signature.....

✂.....

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Address.....

Date..... Signature.....