

VALHALLA HORSE RIDING - AGISTMENT AGREEMENT

PERSONAL DETAILS

NAME:

ADDRESS:

PHONE:

ADDITIONAL CONTACT:

NAME:

PHONE:

COMMENCEMENT DATE:

WEEKLY FEE \$

HORSE DETAILS

NAME:

AGE:

COLOR:

BRANDS:

PREFERRED VET :

PHONE:

INSTRUCTIONS FOR RUGGING AND FEEDING:

GUIDELINES

Welcome to Valhalla Horse Riding and Farm Holidays

The following guidelines are intended to acquaint new agistees with the policies of Valhalla. Please feel free to talk with us at any time about your concerns or any suggestions you may have.

In the case of an emergency we will attempt to reach you. If you cannot be contacted and veterinary attention appears to be necessary, the vet of your choice will then be contacted, if we have those details on file otherwise the usual vet of Valhalla will be called and asked to bill you.

On arrival at Valhalla Agistment, your horse should be wormed and will be quarantined for a period of two weeks to ensure the well being of your horse and other agistees, and the horse being worm free. Regular worming is required and will be carried out by the staff every 12 weeks and the cost debited to your account, unless otherwise arranged with the staff. If you choose to worm your horse yourself, please let management know. Horse's teeth are to be checked yearly and we also request that your horse be immunised against tetanus and strangles annually.

When your horse is shod, please make sure that all sharp metal clippings are picked up as these may cause injury or puncture tyres if left lying around. Horses that are not shod should still have their hooves trimmed regularly.

When arriving at Valhalla, introduce your horse to its new paddock by walking the fence line together and show your horse the boundary and where the water is located. Horses should not be placed in a new paddock after dark. Arrange with us to use a yard or stable for overnight stay if arriving late.

Horses are not to be moved to other paddocks, stables or yards without prior approval. Riding or lunging in others paddocks is not acceptable.

To ensure your horse's safety please report any damage to fences, gates, automatic waterers or troughs or any other maintenance problems to staff. We will endeavour to make repairs as soon as possible. Please check and clean water troughs regularly and pull fire weed or other noxious weeds from your paddock. Feed bags will be provided outside your shed to dispose of rubbish and weeds.

Horses are to be moved to your allocated clean paddock on Sunday. Please leave empty paddock gate propped open and rake manure from corners of paddock for tractor harrowing on Monday.

Feed for your horse may be stored in the agistee feed sheds at the end of each lane. Valhalla will feed your horse weekday mornings. Please ensure there is enough feed left for your horse. If you require your horse to have hard feed, please make up buckets in daily portions. If your horse is agisted in a paddock and the management feel it necessary to feed your horse hay you will be charged accordingly. It is the horse owner's responsibility to ensure the horse gear/equipment against all risks and theft while they are on Valhalla's property. Please keep feed sheds neat and tidy and ensure your shed door is closed when leaving.

If required, extra feeding will be charged at \$2 per feed. Rugging service can be provided at \$10 per week during winter. All horses are checked morning and night for safety.

Any child under the age of 16 is to lead their horse down to riding areas and on return to agistment, unless supervised by parent walking with them. Excluding employees of Valhalla Horse Riding.

Whilst we will take every precaution to ensure safety for you and your horse/s please recognise that all activities at Valhalla Horse Riding are at your own risk.

We are looking forward to a long and pleasant association with you.

RULES FOR AGISTEES

The following rules must be observed:

Approved safety helmets and riding boots must be worn at all times when riding. It is the responsibility of the agistee to ensure that the helmet meets current safety standards and is less than five years old from the date of purchase.

Boundary gates are to be kept closed at all times. No swinging on gates.

Dogs are not allowed on the property. Please report any stray dogs immediately, as they are a hazard to riders and horses.

Cars are only allowed on the formed roads. Please do not drive down lanes or in paddocks.

It is not permitted to ride out after dark.

Please let the staff know if you have anyone coming on the property either with you or to attend your horse. They are under your supervision and must obey all rules. Visiting children under 12 must be accompanied by an adult at all times.

Only agistees may ride their own horses, visitors or lesson pupils are not permitted to ride or handle agistees' horses unless OK by management.

It is a requirement that Valhalla management sight outside instructors current public liability insurance before any private lessons commence on the property.

Valhalla has priority of use of all riding facilities.

SERVICES PROVIDED

Group Lessons are available at 10% discount.

Private lessons by arrangement also 10% discount.

Agistees are welcome to join in trail rides at Valhalla's discretion, at a charge of \$5 per ride.

The use of the riding facilities, providing the rules is followed. Arena and jumping course rules are displayed on signs in the given areas and must be read and fully understood before riding in these areas.

Float Hire is available at management's discretion, at a charge of \$20.

HORSE AGISTMENT AGREEMENT

(Items not required should be ruled out and initialled by both parties)

2 WEEKS NOTICE MUST BE GIVEN PRIOR TO REMOVAL OF A HORSE. ALL MONIES OWING MUST BE PAID IN FULL BEFORE THE DATE OF REMOVAL.

1. Definitions

*The **Landholder** is the person offering the agistment services (**agistor**).*

*The **Horse Owner** is either the sole owner, authorised representative or lessee of the horse (**agistee**).*

2. Agistor Right to Monies Owed

The Horse Owner may not remove their horses from the property while any part of the agistment debt remains unpaid.

If the Horse Owner does not pay the whole of the agistment debt as required by the final notice:

An auctioneer may sell the horses, either as one lot or separately, to the highest bidder, on the basis that the purchaser will receive full title to each item sold; and The Horse Owner irrevocably appoints the Landholder as the Horse Owner's attorney with power to execute all transfers and other documents and does everything necessary to effect and complete the sale and to pass full title to the purchaser. This includes power to update all documents (for example, stud books and registration papers) to show the purchaser as the new horse owner. The Landholder is compelled to act in accordance with the law in the exercise of this power of attorney including signing all documents to affect anything done by the attorney.

Before the Landholder exercises the right to sell an agisted horse under this agreement:

Some part of the agistment debt must be unpaid for at least 28 days after the Landholder has sent the Horse Owner an account;

The Landholder must send the Horse Owner a final notice which states the total amount of the agistment debt owing to the date of the notice and that the horse will be sold if the agistment debt is not paid in full within 28 days from the date given; and

The Landholder must advertise the pending sale in a newspaper circulated in the locality of the agistment property at least 14 days before the date of sale.

The Landholder will use the proceeds of the sale to pay, in the following order

1. All sales costs, for example, advertising, transport, sale commission and legal costs;
2. The agistment debt to the date of sale;
3. Any fees which the Horse Owner owes to the landholder for any other horses: and
4. Any balance to the Horse Owner or as the Horse Owner directs in writing. If the balance is not collected within 12 months, it may be dealt with under the *Unclaimed Monies Act 1962*.

The Landholder must give the Horse Owner a final statement notice detailing the sale proceeds and how the Landholder has applied them.

3. Notices

A notice must be given by delivering it in person; posting it to the address set out in the schedule of this agreement or as last known to the sender; or by sending it by facsimile to the number set out in this agreement, or as last known to this sender. A notice is considered to be delivered 2 days after it was posted, or if faxed, when the sender’s fax machine produces a report showing that the fax was successfully sent to the Horse Owner’s fax number.

Notes

Either party must notify the other immediately if they become aware that the horses are suffering from any significant or notifiable sickness, disease or injury. The Landholder must not remove agisted horses from the property without the Horse Owners consent, except where there is an emergency (for example fire or flood). In this case the Landholder must promptly inform the Horse Owner of the new location of the horses. It is the Horse Owners responsibility to insure the horses and horse gear/equipment against all risks and theft while they are on the Landholders property or being transported.

The Horse Owner acknowledges that horse riding is a dangerous activity and takes full responsibility for themselves and their horses for any accident, injury or damage incurred as a result of their attendance at, participation in any activity connected with Valhalla Horse Riding, and will not claim against Valhalla Horse Riding, the staff or the owners. The Horse Owner acknowledges they have read and understood the rules and guidelines connected with agistment at Valhalla Horse Riding and agree to obey the rules and guidelines set within.

The Horse Owner acknowledges that a waiver form must be completed and given to Valhalla Horse Riding prior to engaging in any riding activity, and under no circumstances is any other person other than the Horse Owner is allowed to ride the Horse without prior knowledge and consent from Valhalla Horse Riding and with every participant having signed and handed in a Waiver form.

Signed on/...../.....

Landholder:

Horse Owner: