



ABN 30 977 526 871

Horse Agistment Agreement

This Agreement is made on the day of

Between

Yarrabah Aboriginal Shire Council (YASC)

And

Horse owner name: _____
hereinafter referred to as "the Owner".

Of (address) _____
phone number _____.

Whereby YASC agrees to agist the Owner's horse or horses identified below ("the horse") at the Agistment property at Balamba on the conditions set out below.

1. The Owner agrees to pay all YASC's agistment and other charges as detailed below, which will be rendered and payable monthly. Interest at 2% per month is payable on accounts overdue 30 days.
2. 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 risks while they are at the Agistment property or being transported to and from the property.
3. YASC shall not be responsible for any disease, accident, illness or injury howsoever caused or arising to the horse whilst transporting to or from the Agistment property, or at the property.
4. It is the Owner's responsibility to ensure the ongoing health of the horse, including (but not limited to) any special feed requirements, ongoing vaccinations (including Hendra), veterinary and equine services (eg farrier).
5. The Owner must notify YASC immediately the Owner becomes aware that the horse suffers or has been in contact with any significant or notifiable sickness, disease or injury.

Horse Agistment Agreement (continued)

6. Veterinary services for the horse and/or progeny may be provided at the discretion of YASC in consultation with YASC's veterinarian, if an issue is identified that is deemed to affect the health and wellbeing of the horse.
7. The Owner will pay all veterinary and other charges while the horse is at the Agistment property **within seven days** of notice of expenses incurred.
8. The Owner acknowledges and agrees that YASC will not incur any liability if, on veterinary advice, any appropriate treatment results in the euthanasia of the horse. The Owner further authorises YASC to take this action.
9. The Owner gives YASC a lien over the horse and progeny for payment of the agistment fees and all other charges and expenses which the Owner must pay under this Agreement. This means that the Owner may not remove the horse or its progeny from the property while any part of this Agreement is NOT fulfilled.
10. YASC may sell the horse and/or its progeny at public auction or by private sale, to recover any monies unpaid for 30 days after YASC has sent the account.
11. The Owner irrevocably appoints YASC as the Owner's attorney with power to sell the horse and/or its progeny and to sign all transfers and other documents and do everything necessary to effect and complete the sale and to receive the purchase price and credit it towards the costs of sale and all monies owing.

**Agistment fee/rate is \$15.00 per week
(Subject to change at 30 days notice).**

Horse Details

Name:

Breed:

Colour

Registration Number

Microchip number

(attach separate list if more than one horse is being agisted)

..... /...../.....

Owner's signature Date

..... /...../.....

YASC Representative Date