

# Bribie Island Road Saddle Club Inc.

## Agistment Terms and Conditions and Agreement

For further details, please phone 0410 886 504

This agreement is made on the .....day of .....between Bribie Island Road Saddle Club Inc  
and .....(full details are available on Membership Form)  
of address .....

Phone ..... Email .....

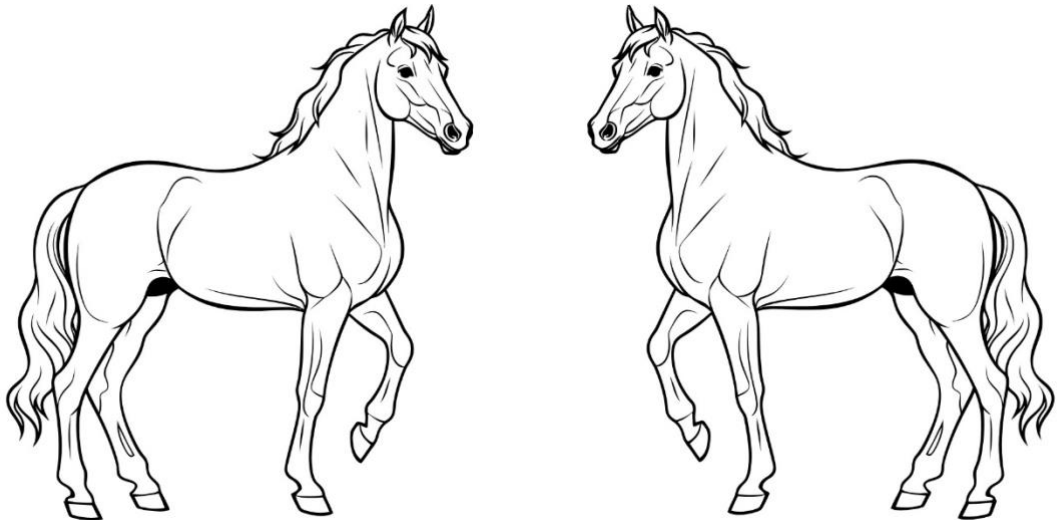
Horse Name ..... as described below (separate form for each horse)

Age ..... Height ..... Colour .....

Markings.....

Brand N/S..... Brand O/S.....

Photographs will be taken of the horse and be used by the Club for identification purposes.



Property Identification Code of Bribie Island Road Saddle Club: QACB1090

Property Identification Code of location horse has come from: .....

Address horse has come from: .....

## Membership

1. Bribie Island Road Saddle Club Inc (BIRSCI) has key principles around teaching people to ride. Please talk to us so we can match one of our instructors to meet your needs.
2. All owners, riders, handlers of the agisted horse must maintain Bribie Island Road Saddle Club Inc Membership for the term of their Agistment Contract.
3. While you agist your horse and continue to agist your horse at Bribie Island Rd Saddle Club Inc, it is implied that you agree to all conditions advertised on the website or social pages as they change from time to time.
4. If an owner of an agisted horse invites someone onto the club grounds, that person must become a member of Bribie Island Road Saddle Club Inc. The grounds are for members only. We have a casual ground use fee of \$30. hour for outside instructors to give lessons to agistees. Casual arena hire is available for outside horses/riders @ \$50. hour. These prices may change from time to time, so please check with BIRSCI staff before organizing.
5. You covenant to indemnify and to keep indemnified Bribie Island Road Saddle Club Inc against all cost, claims, expenses, damages and proceedings arising out of or in any way connected with the behaviour of the horse or any of the horses.
6. Bribie Island Road Saddle Club Inc is not liable for any loss, injury or damage to any persons, horses or property caused by the horse, or use of the horse.
7. All current and up to date fees and charges are available to view on our website BSaddleClub.com
8. All members should stay up to date with terms and conditions which may change from time to time. Any changes to these Agistment Terms, Conditions and Agreement will be posted on BSaddleClub.com
9. While agisting your horse at BIRSCI, you are a guest. You must not at any time, disparage or otherwise make any statement, or permit or authorize any statement to be made, which is calculated or reasonably likely to damage the reputation or cause other damage to BIRSCI or any Associated Entity, or any of their respective employees or officers.

## Payments

10. Prior to arrival at the property, the owner of the agisted horse must pay at least three weeks agistment. Agistment is always kept two weeks in advance, so the following week after arrival the owner of the agisted horse pays for another week minimum, with two weeks of the initial payment kept in advance at all times like a 'bond'. If the weekly agistment increases, the two weeks payment held is to be increased.
11. If the owner of the agisted horse wishes to finish this contract, they should give two weeks notice. If two weeks notice is not given, they will forfeit all or part of the two weeks agistment fee that is held in advance.
12. The owner of the agisted horse agrees to pay all agistment and other charges as detailed on their agistment contract, which are payable weekly via bank transfer unless otherwise arranged.
13. Bank details are: Westpac Bank/BSB: 034640 Account: 402097 – Bribie Island Rd Saddle Club Inc.
12. Interest at 2% per month is payable on accounts overdue which is calculated on a daily/weekly basis.
13. The owner of the agisted horse gives Bribie Island Road Saddle Club Inc a lien over the horse and progeny for payment of the agistment fees and all other charges and expenses which must be paid under this Agreement. This means that the owner may not remove the horse or it's progeny from the property while any part of this Agreement is NOT fulfilled.
14. Bribie Island Road Saddle Club Inc may sell the horse and/or it's progeny at public auction or by private sale, to recover monies unpaid for 30 days after the Agistor has sent the account to the address listed on the agistment form.
15. The owner of the agisted horse irrevocably appoints Bribie Island Road Saddle Club Inc as the owner's attorney with power to sell the horse and/or it's 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.
16. Any additional costs for this recovery of money owing will be added to the agistees account.

## Risk

17. Bribie Island Road Saddle Club Inc recommend that all horses be immunised for Hendra, strangles and tetanus. It is the owner's responsibility to organise and pay for regular vaccinations for the horse.
18. The agisted 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. The agistor shall not be responsible for any disease, accident, illness or injury whatsoever caused or arising to the horse whilst transporting to or from the agistment property, or while on the property.
19. Bribie Island Road Saddle Club Inc undertakes to use its best endeavours to take reasonable precautions for the care and safety of the horse but in all other respect that the horse shall be at the sole risk of the owner from accident, illness or misadventure of any description.
20. You covenant and agree with Bribie Road Saddle Club Inc and acknowledges that neither it nor any persons claiming under or through it shall have any claim against Bribie Island Road Saddle Club Inc for or on account of or in respect of any loss or damage which you may suffer by reason of the death of or injury to the horse whether caused by or a result of accident, illness, misadventure or otherwise howsoever.
21. You covenant and agree with Bribie Island Road Saddle Club Inc that no riding will be undertaken by any person in your care and/or company without the Bribie Island Road Saddle Club Inc Liability Waiver form being signed by the rider prior to the commencement of the activity.

22. You agree to accept the risks associated with involvement with the horse and other animals at Bribie Island Road Saddle Club Inc.
23. You agree not to hold Bribie Island Road Saddle Club Inc liable for loss or injury (including death) arising from involvement with a horse or other animals at Bribie Island Road Saddle Club Inc.
24. Bribie Island Saddle Club Inc shall not be responsible or liable to you for any loss or injury which may occur through the escape of the horse from any paddock/stable or hitching point in which the horse may be.

#### **Safety**

24. Visiting dogs are not allowed.
25. We endeavour to make Bribie Island Road Saddle Club Inc. as safe as it is possible. To achieve this, Bribie Island Road Saddle Club Inc ask you to observe the following:
  - a. Horses must be tied at a safe length (noses should be able to just touch the ground without any slack in the lead rope) with a halter (not bridle)
  - b. Helmets must be worn whilst riding, helmets must be current Australian/New Zealand standard and under 5 years old from date of manufacture
  - c. We strongly recommend that appropriate footwear be worn at all times
  - d. Horse must have a bridle on whilst being ridden
  - e. No double dinking (i.e. 2 people on one horse)
  - f. All persons entering the property must obey all signs and directional information on the property
  - g. Children must be kept under the direct supervision of an adult or guardian at all times
  - h. Be aware of other riders and pedestrians. Know and follow standard 'Arena Rules'. Please do not canter past a rider who is walking (they may be having a problem you do not know about). Please go quietly past pedestrians. Please remain at walk in any of the yard areas.
  - i. Floating: Horses are not to be loaded or unloaded in the public car park which opens up towards the main road. You may drive through into the house paddock to load and unload. All gates must be kept shut.

#### **Horse Health**

26. The owner or their representative of the agisted horse must notify staff at Bribie Island Road Saddle Club Inc immediately when they become aware that the horse suffers or has been in contact with any significant or notifiable sickness, disease or injury.
27. Veterinary services for the horse and/or progeny may be provided at the discretion of the Bribie Island Road Saddle Club Inc in consultation with their veterinarian. The owner of the agisted horse will pay all veterinary and other charges incurred while the horse is at the Bribie Island Road Saddle Club Inc grounds.
28. If Bribie Island Road Saddle Club Inc reasonably believes that the agisted horse requires the attention of a veterinary surgeon then Bribie Island Road Saddle Club Inc shall notify the owner or their representative by phone/text or email.
29. If the condition of the horse or its foal is such as to require immediate attention then the owner of the agisted horse authorises Bribie Island Road Saddle Club Inc to employ a veterinary surgeon for the purposes of examining, diagnosing and treating the horse.
30. All charges payable to a veterinary surgeon including, but not limited to, professional fees, medications and transport costs to and from any surgery or animal hospital shall be borne by you and shall be payable by you to Bribie Island Road Saddle Club Inc or to such person, firm or corporation as Bribie Island Road Saddle Club Inc may nominate within two working days of demand.
31. No action shall lie against Bribie Island Road Saddle Club Inc or any of its servants, agents or employees by reason of the death or injury of the horse due to or contributed by the non-treatment of the horse by a veterinary surgeon or the application of a course of medication notwithstanding that Bribie Island Road Saddle Club Inc or its servants, agents or employees ought reasonable to have been aware of the horse's condition requiring such treatment or medication.
32. In the event that the horse's condition is such as to require it be isolated then the cost of such isolation including transportation costs, veterinary charges, feed costs or otherwise shall be borne by the owner and shall be paid within five working days of demand.
33. The Owner acknowledges and agrees that they are responsible for ensuring their horse is adequately fed and maintained in good condition at all times. Should the Owner fail to provide sufficient feed and/or fail to attend to their horse's feeding requirements, Bribie Island Road Saddle Club Inc reserves the right to supply feed on behalf of the Owner. In such circumstances, additional feeding fees will apply and will be charged to the Owner's account at the prevailing rate.

#### **Facilities**

34. The yards are for use for saddling, shoeing, new horses, sick horses or extra feeding. Horses are not to be left in the yards unattended.
35. Horses are not to be left elsewhere on the property unattended. If the horse is not in their assigned paddock, they should be supervised.
36. The owner or their representative of the agisted horse must clean up the horse's manure as soon as possible if the horse is outside of its designated paddock (including but not restricted to: arena, roundyard, yards, open areas).

37. Agisted horses are assigned to a paddock. If you wish to move your horse to another paddock, please request this with the staff at Bribie Island Road Saddle Club Inc prior to doing so. This may incur additional fees.
38. Manure must be cleared from paddocks at least once a week. Manure removal services are available but will incur a fee of \$20. per horse per week. Paddocks must be left free of manure and rubbish at the end of the agistment period or a \$50 fee plus removal of manure will be charged.
39. Agistment and riding lessons are a very public business so the caretaker (who lives in the house) would be grateful if you respect their privacy. If no-one is out and about in the paddocks and yards before 9:00am or after 5:30pm, they would appreciate if you do not disturb them at the house unless of course there is an emergency (i.e. and injured person or horse, a horse stuck in a fence or escaped).

#### **Additional Services**

39. Additional services to assist in the care of agisted horses may be provided by staff at Bribie Island Road Saddle Club Inc though these services may incur a fee. These services could include:
  - a. Rugging and un-rugging
  - b. Feeding
  - c. Providing water and hay
  - d. Manure removal
40. Water must be checked regularly by the owner. It is the owner's responsibility to organise and pay for feed/hay for the horse. Feeding/watering services are available though this service will incur a fee.
41. It is the owner's responsibility to organise and pay for farrier services/vet services/vaccinations and worming for the horse. Assistance is available to catch and hold the horse for farrier/vet services though this will incur a fee.
42. All current and up to date fees and charges are available to view on our website BSaddleClub.com

#### **Outside Services**

43. It is the owner's responsibility to organise and pay for additional requirements for their horse. These could include:
  - a. Feed, hay and additives as required
  - b. Rugs and additional equipment as required
  - c. Wormers/vaccinations
  - d. Professional services such as farrier, dentist and vet.
44. For security reasons, please notify Bribie Island Road Saddle Club Inc when you anticipate anyone handling your horse in your absence. If you require assistance in your absence, please notify staff at Bribie Island Road Saddle Club Inc although this may incur additional fees.
45. You are welcome to employ your own instructor, but they must carry their own insurance policy and provide a copy to Bribie Island Road Saddle Club Inc. A fee of \$30 is payable to the club each time any of the facilities are used by an instructor other than those available through Bribie Island Road Saddle Club Inc.

#### **Termination of Agreement**

46. Either party may terminate this agreement at any time by giving 2 weeks notice in writing or a payment equal to two weeks agistment payment in lieu to the other party.
47. Bribie Island Road Saddle Club Inc may terminate this agreement immediately if you breach this agreement; and fail to rectify the breach within 1 week of Bribie Island Road Saddle Club Inc requesting you to do so.
48. Termination by Bribie Island Road Saddle Club Inc does not affect its right to collect all outstanding fees owing by you.

|                                                                              |                                                                                   |               |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------|
| .....<br>Signature -<br>Owner of agisted horse                               | .....<br>Name (Printed) -<br>Owner of agisted horse                               | .....<br>Date |
| .....<br>Signature -<br>Bribie Island Road Saddle Club Inc<br>Representative | .....<br>Name (Printed) -<br>Bribie Island Road Saddle Club Inc<br>Representative | .....<br>Date |
| .....<br>Signature -<br>Witness                                              | .....<br>Name (Printed) -<br>Witness                                              | .....<br>Date |