



BY DESIGN

Equestrian Centre

Agistment Agreement

This Agreement is made on the _____ day of _____ / _____ between
Agistor/Landholder name: **By Design Equestrian Centre Pty. Ltd**
Residential & postal address: **171 Koplick Rd, Park Ridge QLD 4125**
Phone number: **(07) 3297 0049**
(hereafter referred to as **B.D.E.C**)

and

Horse owner name: _____
Residential & postal addresses: _____
Phone number: _____
(hereafter referred to as '**Owner**')

Whereby **B.D.E.C** agrees to agist the **Owner's** horse or horses identified below (hereafter referred to as '**the horse**') at the Agistment property at address **171 Koplick Rd, Park Ridge QLD 4125** on the conditions set out below.

1. The Owner agrees to pay all B.D.E.C's agistment fees and other charges as detailed below, which will be rendered and payable fortnightly in advance. Interest at 2% per fortnight 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 B.D.E.C's property or being transported to and from the property. B.D.E.C shall not be responsible for any disease, accident, illness, injury or death howsoever caused or arising to the horse, Owner or other persons whilst transporting to or from the Agistment property, or at the property.
3. The Owner must notify B.D.E.C immediately once the Owner becomes aware that the horse suffers or has been in contact with any significant or notifiable sickness, disease or injury. Veterinary services for the horse and/or progeny may be provided at the discretion of the B.D.E.C in consultation with B.D.E.C's veterinarian. The Owner will pay all veterinary and other charges incurred while the horse is at the Agistment property.
4. The Owner gives B.D.E.C 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.
5. B.D.E.C may sell the horse and/or its progeny at public auction or by private sale, to recover any monies unpaid for 60 days after B.D.E.C has supplied the Owner with the account.
6. The Owner irrevocably appoints B.D.E.C 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.
7. B.D.E.C reserve the right to terminate this Agistment Agreement with the Owner at any time due to change of circumstances or failure to adhere to the terms outlined in this contract.

Agistment fee/rate: \$ _____ **per horse per week** payable fortnightly in advance
(Subject to change at 30 days notice)

Horse details:

Name: _____

Colour: _____

Brands: _____ (NS) _____ (OS)

Microchip number (if applicable): _____

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

By Design Equestrian Centre Pty. Ltd.

171 Koplick Rd, Park Ridge, QLD 4125

Phone: (07) 3297 0049

Email: bdequestrian@hotmail.com

Website: <http://www.bydesignequestriancentre.com.au>