

WELCOME TO OATLEIGH MEADOWS SUNSHINE COAST HORSE AGISTMENT

www.awebsite.com.au/sunshine_coast_agistment.html (07) 5485 0766 mob 0402 806 939
email agistment@awebsite.com.au

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

OATLEIGH HORSE AGISTMENT CONTRACT:

It is a provisory that all agistees at Oatleigh 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, then you must seek professional advice before signing anything. We only take agistees over the age of 21.

AGISTMENT FEES, TERMS AND DISCLAIMER:

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

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

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

Your fees start from the day your horse arrives at Oatleigh.

Agistment fees are paid 4 weeks in advance. A **\$5.00 per week** or part thereof, book keeping fee is charged per horse on any **overdue** agistment. Once your agistment becomes more than two weeks overdue, a **\$10.00 per week** per horse or part thereof, book keeping fee is charged and at 4 weeks overdue a **\$20.00 per week** 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**

We only accept quiet horses, we do not accept colts, rigs, stallions or geldings who have only been gelded in the previous 2 months, pregnant mares, or dangerous horses. The agistor requires notifying if you wish to move your horses from Oatleigh Meadows. Horses must not be removed from Oatleigh's property until all fees owing are paid. After an agistment agreement has been terminated by either the agistee or agistor, any items left at Oatleigh after the agreed termination date, will become the property of Oatleigh.

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 Oatleigh to cover outstanding fees.

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 Oatleigh 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 Oatleigh i.e. feeding, farrier, vet, or worming before your horse is allowed to leave Oatleigh.

Oatleigh 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 Oatleigh, 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 Oatleigh, but all risks are assumed by the owner of the horse. The agistee agrees to hold Oatleigh 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.

In the unfortunate event that a horse dies, we can bury the horse here at Oatleigh for a fee of approximately \$300. Euthanising a horse will have to be quoted upon by a vet.

OWNERSHIP/ LEASE OF HORSE NOT FROM OATLEIGH:

If you are not the rightful owner of the horse being agisted at Oatleigh, 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 Oatleigh. If the lease of the horse is terminated before the horse leaves Oatleigh, you are still liable to pay all costs, and care for the horse, until the rightful owner or new lessee signs an agreement with Oatleigh, or removes the horse from Oatleigh's property. The rightful owner's name, address and telephone number must be given to Oatleigh on signing this contract.

WE RECOMMEND YOU BRING:

We recommend each horse arrives with a halter, and a thin waterproof (combo if possible) rug. It does not get very cold here so padded rugs are usually not necessary. The thin waterproof rugs are ideal for the wet season so the horse does not get too warm, and is perfect in winter over the horses own winter coat. Also a feed bucket and bins for storage of 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 can not 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 several to you. Please do not attend the farrier in any areas that are used for vehicular traffic as nails cause punctures. Please clear away hoof trimmings.

Oatleigh 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.

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 vet that we recommend is Stuart Bryce on (07) 5447 6655, mobile 0419 799611 , and he says; *"As I live in Pomona, to travel to Oatleigh would be a zero travel"*

You are required to make sure that you or your farrier cleans up after himself i.e. sweeps up all hoof clippings and nails and put them in the bins provided, and take with him old horse shoes.

The agistor will not remove agisted horses from the property without the horse owner's consent, except where the horse is being sold to cover costs by Oatleigh, or there is an emergency (for example, fire or flood) or the horse is being relocated to another paddock on Oatleigh's property. In this case the agistor will promptly inform the horse owner of the new paddock location of the horse. Currently we have 4 paddocks spanning 50 acres.

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 \$15 per week which entitles you to up to two feeds a day or \$3 per feed per horse, whichever is the lesser.

The agistor can rug horses; the fee for this service is \$3 per day per horse, or \$15 per week. Rugs can be washed at \$5 per rug, horses shampooed at \$20 per horse, 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. Oatleigh will maintain all water troughs and fences, but please advise us if you notice a problem with them.

We can supply you with top quality hay and feed at well below produce store prices. Please ask for a price list or let us know your requirements for a quote.

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 tetanus and strangles. All horses will be wormed at the same time on a 10 weekly basis in the summer, and 3 monthly 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 horse to administer it.

Minor medical procedures including applying sprays or ointments, creams once daily, will be charged at \$3 per horse per day plus \$1 for the medical product if not supplied by you.

Attending an equine dentist will be charged at \$20 per horse. He presently charges \$100 per horse, or approx \$80 per horse for group bookings. He sedates & uses a power float.

RIDING FACILITIES: RIDING LESSONS, HORSE EXERCISE

Oatleigh is designed for trail riders, and is located next to hundreds of kilometres of stunning mainly grass 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, and invite experienced riders to join us.

It is a very strict rule at Oatleigh that **NO ONE** is allowed to ride a horse in Oatleigh's 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 that trail or when lunging or exercising in the arena after notifying the agistor of your intention to do so.

Riding lessons are available; please ask to make a booking. The instructor teaches you on your own horse, and takes you out on trail rides.

Lunging is permitted in the round yards provided which are 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 Oatleigh property without a **signed an indemnity form**, will immediately be asked to dismount, and the owner and horse instantly evicted from Oatleigh.

When we have time to do so we are happy to exercise quiet sound horses only. **Please be fully aware that this is at your own risk, and no financial responsibility will be accepted if a horse is injured or dies as a result of the ride.** We will accept no payment for exercising your horse, and by signing this contract we waive all financial responsibility.

HELMETS AND SAFETY BOOTS:

It is strongly advised that all persons riding a horse from Oatleigh's 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.

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 do not put the paper Mitavite horse feed bags in the rubbish bin, as they fill the entire bin. Put them straight in the rubbish trailer. Thankyou!

LUNCH ROOM, TOILET AND CARAVAN:

The caravan is available as a lunch room; please clean up afterwards. Do not take horse feed or medicines into the caravan, or use any of the crockery, cutlery etc for mixing up feed or medication. Toilet facilities are in the house, through the side (laundry) door, second on the right. SLEEPING OVER: If for some reason you need to sleep over at Oatleigh in the caravan, for example if your horse is injured, or you plan some weekend riding, there will be a \$25 per person per night charge for up to two people; for 3 people it will be \$20 per person. This is to cover the cost for the extra electricity, water, and rubbish removal. Please provide your own towels. It is the responsibility of the horse owner to pay overnight fees at the time of use or within one week or a \$10 late fee will apply.

Smoking is absolutely forbidden ANYWHERE on the Oatleigh property.

TACK AND FEED ROOMS:

You can use the under cover area provided for storage of your feed and tack etc. This is done at your OWN risk. Please keep this area clean so as to not encourage vermin. You are sharing these rooms with other agistees, so please do not touch their belongings. Last one out at night, please turn the light off.

HORSE FLOAT:

Oatleigh has a horse float available for your use. Due to the electric brakes it is necessary that your vehicle has a controller box fitted to operate the brakes; I can be hired along with the float to transport your horses if necessary.

Float hire costs \$50 for a half day, and \$80 for full day paid in advance plus a refundable deposit of \$100 cash. Or we charge \$40 per hour plus fuel costs to transport your horse for you. Our vehicle runs on LPG so fuel costs are kept to a minimum.

We will collect for FREE only horses that will be agisting with us long term 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 the Sunshine coast.

HOURS OF AGISTMENT:

There are no restrictions on the hours you may come and go from the property, but we do ask that you keep the noise to a respectable minimum on Sunday mornings in the tacking up area, in case guests or the property owners are asleep. We do expect orderly behaviour and respect for other agistees, us as residential owners, and other residents nearby. Please refrain from sounding your horn in the laneway. If you need to see us about any matters, please phone (07) 5485 0766 or 0402 806 939 **before** arriving.

ENTERING AND LEAVING THE PROPERTY:

Please do not park behind other vehicles blocking them in. Please park your vehicle just outside the entrance to the property, without blocking vehicular access to either entrances, or drive down to the tacking area to unload gear or feed, and then return your vehicle to the parking area at the entrance to the property. Cars are to be driven at WALKING PACE only, and horses also are to be walked along the pathways.

MUCKING OUT YARDS:

It is your responsibility to pick up your own horse’s manure if you choose to utilise the yards over night or for any length of time. The best way is to use the red pooper scooper, or shovel, gloves and a chaff bag that you will find in the tack shed, or the wheel barrow. Do not use the paper Mitavite bags, as these get soggy. If you do not muck out the yard, there will be a \$20 fee that we will charge to do this for you, which we will add to your agistment cost when you are next due.

CONSTRAINMENT 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 Oatleigh facilities at any time due to health and safety regulations.

DOGS:

NO DOGS are permitted on the property at any time, unless by prior arrangement. Then they **must** be on a lead at all times. Please make sure that your friends, farriers, or vets do not bring dogs, or else they will need to keep them in their cars. This is for the protection of our old cats, and 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.

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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? **or lessee?**

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

Agistee’s full name.....**Mobile phone**

Emergency phone**Home phone**

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

Agistee’s home address.....

Postal address.....

Horse owner’s name & home address.....

.....**Owner’s home phone**

Preferred farrier.....**Phone**.....**Preferred vet**.....**Phone**.....

Signature.....**Date**....../...../.....
(If under 18 please have a parent or guardian sign)

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.

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 having my horse exercised or lunging a horse at 16 Binalong Lane Pinbarren Qld 4568, I have and do hereby assume all risks associated with the horse ride/exercise/lunge and will hold 16 Binalong Lane and occupants 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 16 Binalong Lane and occupants.

Full name.....

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

✂.....

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Full name.....

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