

Agistment Agreement

AGREEMENT BETWEEN

(“the Agistor”)

Fifteenth Octex Pty Ltd. Trading as Monomeith Stud Farm

(“the Owner or Trainer”)

This is person/entity responsible for payment.

Whereby the Agistor agrees to agist the Owner/Trainer’s horse or horses identified below (“the horse”) at the Agistment property address 15 Monomeith Road, Monomeith Victoria 3984 on the conditions set out below.

1. The Owner/Trainer agrees to pay all the Agistor’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 always at the Owner/Trainer’s risk. It is the Owner/Trainer’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 Agistment property, or at the property.
3. The Owner/Trainer must notify the Agistor immediately the Owner/Trainer becomes aware 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 Agistor in consultation with the Agistor’s veterinarian. The Owner/Trainer will pay all veterinary and other charges incurred while the horse is at the Agistment property.
4. The Owner/Trainer gives the Agistor 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/Trainer may not remove the horse or its progeny while any part of this Agreement is NOT fulfilled.
5. The Agistor may sell the horse and/or its progeny at public auction or by private sale, to recover any monies unpaid for days after the Agistor has sent the account.
6. The Owner/Trainer irrevocably appoints the Agistor as the Owner/Trainer’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 attached (subject to change at 30 days’ notice).



Fifteenth Octex Pty Ltd (ABN No. 80 304 055 138)
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