



P.O. Box 1018, Lavington NSW 2641, Phone: 0467 540 467

Email: office@awec.net.au Website: www.awec.net.au

AWEA HORSE AGISTMENT AGREEMENT

Agreement Details

The agistment service in this agreement is offered by: Albury Wodonga Equestrian Association (AWEA) of Corrys Road, Thurgoona. This agreement starts ____/____/____ and continues until 31st December 2024. This Agreement relates to the horse described below and any subsequent horses brought into the property by the Agistee. It is a condition of this Agreement that the Agistee maintain a current AWEA Membership. Agistment fees and charges, terms and conditions and AWEA Policies are subject to change, 30 days written notice will be provided. 14day's notice must be given by either party to terminate this agreement.

Agistment Package (please tick)

- Paddock Only – Single Paddock
- Paddock Only – Double Paddock (one agreement will need to be completed for each horse)
- Stable & Turnout Paddock
- Group Paddock

Optional:

- Tax Box (subject to availability)
- Float Parking Float Number Plate _____

Please note: all Agistment Packages are full DIY. AWEA does not offer any horse care or husbandry services.

Agistee Details

Name: _____ Ph-Hm: _____ Ph-Mb: _____

Address: _____

Email: _____ Member No. _____

Horse Owner Details (if the Horse is borrowed/leased or if there are joint/additional Horse Owners)

Name: _____ Ph-Hm: _____ Ph-Mb: _____

Address: _____

Email: _____ Member No. _____

Emergency Contact

Emergency contact name: _____

Relationship to Agistee: _____

Emergency contact phone number(s): _____

Horse Details

Name: _____ Horse sex: Gelding / Mare / Stallion (please circle)

Height: _____ Age: _____ Breed: _____

Colour: _____ Markings: _____

Brands: left side _____ right side _____ Microchip Number: _____

Emergency Management

In the events of an emergency (i.e. life threatening injury or illness, fire, flood et al.) the Agistee authorises the above-designated person to make decisions surrounding the welfare and management of the Horse on their behalf, including engaging Veterinary services, transport services or administration of first aid and euthanasia. All costs associated with the emergency management of the Horse will be the responsibility of the Agistee.

In the event that the Emergency Contact person is unable to be contacted, the Agistee authorises AWEA Management Committee and Staff, to make decisions surrounding the welfare and management of the Horse on their behalf, including engaging Veterinary services, transport services or administration of first aid and euthanasia. All costs associated with the emergency management of the Horse will be the responsibility of the Agistee.

Agistee Preferred Veterinarian/Practice: _____

Contact details: _____

Please note: in the event of an emergency if you preferred Veterinarian is unavailable an alternative Veterinarian may be used. (The Hume Equine Centre is the AWEA preferred Veterinary Practice)

Agistee Declaration

I, the Agistee (as detailed above) of The Horse (as detailed above) have:

1. Read, understand and agreed to the Terms and Conditions of this Agistment Agreement (Appendix 1),
2. Read, understand and agreed to the Debt Collection Policy (Appendix 2),
3. Read, understand and agree to abide by the Animal Welfare Policy (Appendix 3) of the AWEA.
4. Read, understand and agree to abide by the conditions of membership/usage (Appendix 4) of the AWEA.
5. I am a full member of AWEA

Agistee signature: _____ Date ____/____/____

Witnessed by: _____ Date ____/____/____

Horse Owner Declaration

I, as a full or joint owner (as detailed above) of The Horse (as detailed above) authorise the Agistee (as detailed above) to accept and sign this Agistment Agreement, have read, understood and agree to abide by the Terms and Conditions and all referenced AWEA Policies.

Horse Owner signature: _____ Date ____/____/____

Witnessed by: _____ Date ____/____/____

Signed: _____ Print Name: _____

AWEA Position: _____

Date: _____ Witnessed by: _____



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APPENDIX 1 – TERMS AND CONDITIONS

In this application words in the singular shall be construed to include the plural and vice versa. Words in the masculine gender shall be construed to include every other gender. Albury Wodonga Equestrian Association Incorporated shall be referred to as the "AWEA".

1. The Agistee accepts that the Albury Wodonga Equestrian Association ('AWEA'), its Committee, Agents and Employees do not accept any liability for any accident, damage or injury to the Agistee, spectator or any other person or property whatsoever, and indemnifies the AWEA against any claim that may be made by the guardians of minor children or any other person that the Agistee may bring onto the property of the AWEA whether to ride or otherwise.
2. The AWEA will agist the Horse described in the Agistment Agreement from the date of signature to the 31st December of the same year, unless stated otherwise. Agistment Agreements are per horse and Agisters wishing to bring additional horses onto the property (or exchange the current horse for another one) will need to seek prior approval and complete a separate Agreement per horse.
3. The Agistee agrees that the horse and any equipment will be left at the Centre at his/her own risk. The Agistee agrees that he will not hold AWEA, its employees, servants, agents, veterinarians or farriers liable for any injury, death, loss or damage of any kind whatsoever that may occur to the horse, horse float, individual or equipment at the property of the AWEA or elsewhere.
4. Any equipment or belongings, which is left on the property after removal of the horse shall, after fourteen (14) days, be deemed the property of the AWEA.
5. The Agistee will be responsible for the cost of any damage to AWEA property, including water pipes and electrical fittings and fencing which are not deemed fair wear and tear in accordance with "Paddock/Stable Condition Report".
6. The Agistee agrees to indemnify AWEA for any damage or injury caused to or by his horse.
7. All fees are to be paid in accordance with the Debt Collection Policy in Appendix 2. The AWEA may alter the rate by providing four (4) weeks written notice to the Agistee.
8. The Agistee will provide one (1) week's notice of their intention to bring the horse onto the property of the AWEA, and Fourteen (14) day's notice of their intention to remove the Horse.
9. AWEA reserves the right to terminate the agistment at any time and may request removal of the horse from its property if it considers it necessary for any reason, including but not limited to reasons of non-payment of debt, health, such as contagious disease or where the behaviour of the horse threatens the welfare of other horses. The horse will be quarantined at the Centre until such time that the Agistee is contacted. The cost of quarantine, maintenance and removal of the horse shall be borne by the Agistee.
10. Either party must notify the other immediately if they become aware that the horse is suffering from any significant or notifiable sickness, disease or injury. Quarantine measures may be put in place, subject to Veterinary advice.
11. It is the responsibility of the Agistee to ensure their horse is healthy prior to arrival. The Agistee will ensure the horse is drenched for worms upon arrival and provide Faecal Egg Count test results periodically as requested by AWEA.
12. Photographs demonstrating the Horse's body condition score will be taken within 7 days of arrival. AWEA reserves the right to request regular photographs be taken to track weight gain in horses of poor condition. Refusal to allow photographs or a continued lack of improvement in the horse may result in termination of the Agistment Agreement.

13. In the event of the death or humane destruction of the Horse on the premises, the remains must be removed from the property within 24 hours. Removal costs and arrangements are the responsibility of the Agistee.
14. All instructions by the AWEA must be observed and all rules and regulations and all directional and information signs situated on the property must be read and obeyed (Appendix 4).
15. Agistees must be a fully paid up member of AWEA (via nominate.com.au) on the commencement date of this agreement until the termination of this agreement.
16. All Agistees agree to abide by all AWEA Policies and Protocols and EA Code of Conduct, these can be found on the AWEA and EA websites.
17. Agistees understand all repairs, maintenance and changes to infrastructure will be undertaken by the AWEA and not by the Agistee.
18. Agistees are to notify the AWEA via email (with pictures) of any repairs or maintenance required. Urgent repairs to be advised by phone to the Coordinator and if required alternative paddocks/stables will be allocated. Should the Coordinator be unavailable the Committee Members can be contacted via details found on the website.
19. Should a Horse exhibit repeated behaviour that causes damage to facilities, stable vices such as crib biting or weaving, display aggression toward other horses or people, or high levels of anxiety AWEA may require the Agistee to change agistment packages, move paddocks or terminate agistment.
20. Agistment for stallions will be permitted on a case-by-case basis. A trial period of 4 weeks is required to ensure the stallion is well behaved, well socialised and not disruptive to other horses or Centre users. The stallion will be required to wear a green disc on its headcollar and bridle when out of the paddock and a sign will need to be displayed on the stable and paddock so that the Horse is clearly identified as a stallion.

Paddock Management

1. It is the responsibility of the Agistee to remove manure, soiled hay and bedding from their paddock and/or stable in a timely manner. Stables must be cleaned at least once daily when in use, and paddocks on a regular basis. Regular inspections will be performed by members of the AWEA Committee and where excess manure is noted, the Agistee will receive one warning (written or verbal) and if no action taken then the paddock will be cleaned and charged to the Agistee at a cost of \$50 per stable and \$100 per Paddock/Turnout Paddock. A fee of \$50 will apply when AWEA has to remove or clear items from the stable isles, laneways, paddocks or other areas left by the Agistee.
2. Agistees are responsible for the regular cleaning of water troughs
3. No locks will be placed on any gates, stables or equipment without written permission from the AWEA. Any approved locks will require a copy of the key to be provided to the AWEA. Agistees may not be assigned a particular paddock on a permanent basis, as a high level of rotation is required to manage the grounds as a whole.
4. Agisters may be required to vacate their stables for use by competitors at large events. A minimum of 14 days' notice will be given.
5. No sub-letting or agistment paddocks is permitted. No sub-division of paddocks, construction of temporary fencing or use of white tape is permitted, except in the case of prior approval from the Committee or Coordinator in writing. Exceptions may be made on a case-by-case basis where the need is temporary due to illness or injury and in line with instruction from the treating Veterinarian.
6. Agistees can continue to hold an agistment package while vacant for a maximum of 3 months at the full fees. Extensions to this time frame can be requested in writing and will be considered by the Committee on a case-by-case basis.
7. Tack boxes are limited by the number available. Construction of paddock shelter or storage sheds by agistes is not permitted. Agistees must keep their belongings tidy at all times and rugs must not be hung on wire fences.

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APPENDIX 2 - AWEA DEBT COLLECTION POLICY - AGISTMENT

Preamble

The purpose of this policy is to ensure the timely payment of fees and charges owed to the Albury Wodonga Equestrian Association ("AWEA"). Agistment Agreements are renewable per calendar year and subject to approval from the AWEA Committee. Non-payment, late payment and payment history will be considered during the approval process and may be grounds for refusal to offer Agistment for the following year.

Agistment Fees

- Agistment is charged and payable monthly. Agistment is due on the 28th of each month, for the month ahead.
- Invoices are issued on the 14th of each month by email.
- Fees will be charged in accordance with the current AWEA Fee Schedule.
- Other fees will be charged in arrears or invoiced separately, these include late fees, cleaning fees and charges for any repairs/maintenance works or grounds services provided.

Overdue Accounts

A late payment fee of \$50 per month will be applied to all overdue accounts.

Debt Collection Process - Agistment

AWEA will follow the process below in recovering outstanding debts:

1. Payments not received by due date will incur a \$50 late payment fee.
2. 14 days overdue - Issue of late payment advice (in writing) requesting full payment within 7 days or suitable payment plan to be put in place. Provide copy of Debt Collection Policy and advise this is the process that will be followed.
3. 28 days overdue - First phone call ensuring the following is covered:
 - Has the Agistee changed address?
 - Has the Agistee received late payment advice?
 - When can AWEA expect payment?
 - Is a payment plan required?
 - Provide Agistee copy of Deb Collection Policy to ensure they understand the process that has begun.
4. 60 days overdue - Second phone call to the Agistee ensuring the following is covered:
 - What are the circumstances of non-payment?
 - When can AWEA expect payment?
 - Arrange a payment plan if required.
 - Notify the Agistee that if payment is not received within 14 days and there is no established payment plan that the Agistee irrevocably appoints AWEA Power of Attorney over the Horse with powers to execute all transfers and other documents and do everything necessary to effect and complete the sale and pass title to the purchaser.

60 days overdue – where the Agistee is not the Owner, or there is joint ownership of the Horse

First phone call First phone call to the Horse Owner or additional/joint Owners to provide Debt Collection Policy. Provide the opportunity for Horse Owner(s) to pay outstanding account in full and remove the Horse from the property within 14 days. Proof of ownership will be required in the form of registration papers naming current owners, proof of purchase, lease agreement documentation et al.

6. 74 days overdue - Letter issued to Agistee and Horse Owner(s) notifying that AWEA has impounded the Horse and will sell the horse to recover outstanding debts as well as costs incurred in selling the horse. This can include transport, advertising, vet check and auctioneer costs, as well as any feeding, farriery, drenching and care reasonably required until the sale is complete.

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APPENDIX 3 - AWEA ANIMAL WELFARE AND MANAGEMENT POLICY

One of the key aims of the Albury Wodonga Equestrian Association ("AWEA") is to provide enjoyable recreational and competitive horse riding opportunities. To this end, both rider and horse welfare must be considered in order to provide a functional, safe and well maintained environment. The following are guidelines for care and accommodation of horses at AWEA. It is proposed that the mandatory recommendations are to be adopted and strictly enforced by AWEA Coordinator and Committee members on the basis of a three-strikes-and-you're out policy.

MANDATORY:

1. Clean water must be available to the horse at **all** times. To ensure this, the trough or container must be able to be cleaned easily, not be easily tipped over and by the horse. As a guide, 45-100 litres per day may be consumed in hot weather so please ensure your horse has ample amounts of water available at all times.
2. Fences and gates must be kept in good condition (the responsibility of AWEA management) and yards in a clean and hygienic condition (the responsibility of Agistees) to avoid injury and health problems for the horse. To this end, manure and urine-affected bedding in stables and yards **must** be removed at least daily (preferably twice daily) and water troughs cleaned regularly to maintain hygiene and to discourage mosquitoes breeding.
3. Bedding such as rice hulls, shavings or sawdust, **must** be provided as a condition of stabling or accommodation in covered yards for all horses housed for more than one (1) night.
4. All manure and soiled bedding is to be placed in Manure pits provided. Non-organic matter such as hay netting/twice or general rubbish must not be put in manure pits.
5. An adequate supply of food is required to maintain horses' body condition and digestive health.
 - a. In paddocks, it is important to evaluate the quantity and quality of feed in the paddock, particularly during changing seasons and conditions, and provide supplementary feed where necessary.
 - b. Horses must be supplied with adequate roughage at all times for good digestive health and to supplement the horse's natural grazing pattern. A diet of only concentrated feeds may disrupt the natural workings of the horse's gut and risk colic. Slow feeder hay nets and round bales are recommended.
 - c. Horses in stables and covered yards must be provided with adequate roughage to last the duration of their confinement. Slow feeder hay nets may be used.
 - d. Agistee to provide veterinary advise in writing if feeding conditions vary from those listed in 5. a, b and c.

(For further advice on feeding requirements, contact your vet, local department of agriculture, or other animal husbandry experts.)

6. Agistees agree to abide by the EA Horse Welfare Policy as stipulated on the EA web site.
7. Horses must not be stabled continuously. Stabled horses must be exercised at least once per day and turned out for a minimum of 6 hours per 24hr period.

RECOMMENDED:

1. Feed storage – Ideally, feed should be stored in containers with close-fitting lids to prevent the entry of vermin. Materials should also be water resistant to prevent spoiling of feed exposed to weather.
2. Rugging – Rugging appropriately for the conditions is paramount in maintaining the health and condition of your horse. Changing seasons, in particular, require a commitment to removing heavier rugs during the warmer days of autumn and spring to avoid excessive sweating that can cause dehydration and loss of condition. No hoods or halters to be left on in paddocks.

Regular safety checks – The committee and or AWEA staff will carry out regular inspections to ensure the feeding, watering and care of horses at AWEA is being carried out in accordance with the guidelines.

(This policy is based on minimum standards and guidelines set by the Department of Primary Industries and RSPCA. The Albury Wodonga Equestrian Association also operates in accordance with EA Horse Welfare policies.)



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APPENDIX 4 - AWEA CONDITIONS OF MEMBERSHIP / USAGE

The Albury Wodonga Equestrian Centre ("AWECC") is a multi-million dollar facility catering for numerous user groups with a vast range of requirements. Please remember that a membership with the Albury Wodonga Equestrian Association ("AWEA") is a privilege; not a right. Please respect the facility, its employees and other users.

General rules for members and paying riders using the Albury Wodonga Equestrian Centre are as follows:

- Only members and paying riders are permitted to use the AWECC, a disclaimer MUST be completed via nominate.com.au prior to participating in any Equestrian activity
- All AWEA members must provide proof of their membership if requested.
- Horse manure is to be removed from arenas and all other areas after use
- Riders under 16 years must be accompanied by an adult
- Riders must wear an approved safety helmet and suitable riding boots
- Hiring group is entitled to exclusive use of the area hired, unless otherwise arranged
- Unsuitable behaviour is to be reported to the Coordinator or Committee
- It is advisable that horses tied to floats be supervised.
- Members may use the open yards provided free of charge during the day but overnight stays must be paid for. However if attending an event staged at AWECC yards will only be available at the listed price and paid via nominate.com.au
- DO NOT PUT MANURE AROUND TREES
- Enclosed stables and covered yards are for paying users only. Payments via nominate.com.au
- Powered and non-powered camping sites must be paid for via nominate.com.au
- No vehicles are to be parked in the stable isles
- Cross country course is not available for training (with the exception of some practice/training fences as advised on the office noticeboard) Use of main course only under instruction of a NCAS coach, general or eventing specialist coach or other appropriately insured person, or specially held subcommittee training days or official clinics. Fees apply, please see current fee schedule. Bookings via https://calendly.com/awec_xc/cross-country-training
- Dogs/horses MUST be on a lead at all times, horses must be attended whilst grazing.
- Horses are not to be lead from a car or other motor vehicle at any time.
- Horses must not be tied to any fence or tree especially the sand arena fence.
- Polocrosse fields are not to be accessed at any time, unless under direction of Committee or Polocrosse personnel
- Do not interfere with stock (horses, cattle or sheep or other animals at AWECC throughout the year), If your dog gets loose and chases/savages stock, it will be impounded and the cost charged to the owner, AWEA membership cancelled and Agistment Agreement terminated.
- Access to Machinery shed is not permitted, unless accompanied by the Groundsman, Coordinator or a member of the Committee
- Any damage to any plant, equipment or implement, stables or yards, regardless of cause, to be reported ASAP, so as to affect repairs
- Horses to be washed in wash bays ONLY, keep areas around stables dry. Manure in wash bays to be cleaned up immediately and placed in bins provided.
- Water use to be kept to a minimum
- Stable lights are to be used on a minimal basis and not to be left on all night.
- Please report any transgressions and trespasses to the Groundsman or Committee
- The AWECC requires all instructors wishing to coach at AWECC to hold appropriate coaches insurance and to provide a copy of their insurance cover to the AWEA Management Committee.
- Children are not permitted to ride on the front of the saddle with another person under any circumstances. No double dinking, unless stipulated by an event.