



Charleston Park

AGISTMENT CENTRE AGREEMENT

WELCOME TO CHARLESTON PARK AGISTMENT CENTRE, JILLIBY.
www.charlestonpark.com.au PH: (02) 4355 0832 MB: 0400 938 479
E: info@charlestonparkcom.au

We have had many happy agistees and horses come and stay at Charleston Park, we enjoy making new friends and 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, there are no accidents, or disgruntled agistees. We hope you enjoy riding the beautiful local trails and have a lot of fun riding with us!

We promote a happy and healthy environment for all our riders and their horses, come and look for yourself.

Kind regards
Michelle Grosser-Oertel

CHARLESTON PARK HORSE AGISTMENT CONTRACT:

It is a provisor that all agistees at Charleston Park 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.

AGISTMENT FEES, TERMS AND DISCLAIMER:

Your agistment fees are those that are agreed upon with you, the horse owner (agistee) and us, Charleston Park, 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 associated with feed costs at any time by Charleston Park, but a four week notifying period will take place. Your fees start from the day your horse arrives at Charleston Park.

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 indirectly into the following:

ANZ Bank
Account Name: M Grosser-Oertel
BSB: 013 - 011
Account Number: 759675652

We only accept quiet horses, we do not accept colts, rigs, stallions or geldings who have only been gelded in the previous 2 months or dangerous horses. The agistor requires notifying if you wish to move your horses from Charleston Park. Horses must not be removed from Charleston Park'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 Charleston Park after the agreed termination date, will become the property of Charleston Park. 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 Charleston Park 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 Charleston Park 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 in full, at your normal agistment rate, plus late fees, as well as any other debts incurred by Charleston Park i.e. feeding, farrier, vet, or worming before your horse is allowed to leave Charleston Park. Charleston Park 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 Charleston Park, 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 Charleston Park, but all risks are assumed by the owner of the horse. The agistee agrees to hold Charleston Park 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 Charleston Park for a fee of approximately \$250. Euthanising a horse will have to be quoted upon by a vet. **OWNERSHIP/ LEASE OF HORSE NOT FROM Charleston Park:** If you are not the rightful owner of the horse being agisted at Charleston Park, 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 Charleston Park. If the lease of the horse is terminated before the horse leaves Charleston Park, you are still liable to pay all costs, and care for the horse, until the rightful owner or new lessee signs an agreement with Charleston Park, or removes the horse from Charleston Park's property. The rightful owner's name, address and telephone number must be given to Charleston Park on signing this contract.

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. Charleston Park 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 **Dr Brett Jones** on (02) 4353 5929, mobile 0418 299 938

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Agistment Contract Cont'd

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. This is your responsibility to make sure that they do this or else clean up all clippings yourself. No one else should have to clean up after others. 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 Charleston Park, or there is an emergency (for example, fire or flood) or the horse is being relocated to another paddock on Charleston Park's property. In this case the agistor will promptly inform the horse owner of the new paddock location of the horse. Currently we have 10 paddocks spanning 50 acres.

FEEDING/ WASHING/ WATERING/ RUGGING/ RUG MENDING /GROOMING:

It is your responsibility to provide 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 \$4 per feed per horse, which ever is the lesser. The agistor can rug horses; the fee for this service is \$3 per day per horse. Rugs can be washed at \$5 per rug, horses shampooed at \$10 per horse, Rugs found \$10 and mended \$POA. We can thoroughly groom & pick out your horse's feet for a \$5 fee. Charleston Park 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 once daily, will be charged at \$3 per horse per day. Attending an equine dentist will be charged at \$20 per horse. The dentist presently charges \$120 per horse, or approximately \$90 per horse for group bookings. He sedates & uses a powerfloat.

RIDING FACILITIES: RIDING LESSONS

Charleston Park is designed for trail riders, and is located next to hundreds of kilometres of stunning mainly grass horse trails, leading to forests and mountains. We are right in the middle of the Waggans network. We regularly attend organised trail rides, and invite experienced riders to join us.

It is a very strict rule at Charleston Park that **NO ONE** is allowed to ride a horse in Charleston Park's paddocks as these areas are for the horses to graze only. The exception to this is the paddock surrounding arena.

Riding lessons are available; please ask to make a booking. The instructor teaches you on your horse here, and also takes you out on trail rides on your horse. Lunging and exercising is permitted in the round yard which is reserved for all 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 our indemnity forms, read them, and then sign them and return to me before lunging/riding commences. Anyone found riding a horse or even sitting on one, on Charleston Park property without a signed an indemnity form, will immediately be asked to dismount, and the owner and horse instantly evicted from Charleston Park.

HELMETS AND SAFETY BOOTS:

It is strongly advised that all persons riding a horse from Charleston Park'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 Biomare horse feed bags in the rubbish bin, as they fill the entire bin. Put them straight in the rubbish trailer. Thankyou!

TOILET

Toilet facilities are outside the house via our verandah. Smoking is absolutely forbidden **ANYWHERE** on the Charleston Park 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:

Charleston Park 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.

UNLOADING HORSES:

There is a grass area provided for unloading horses, please do not unload them on the concrete car parking area as we are trying to prevent cracks from starting on the cement.

HOURS OF AGISTMENT:

There are no restrictions on the hours you may come and go from the property, but we strongly suggest that all riding and feeding is conducted within the hours of light during the day. We do ask that you keep the noise to a respectable minimum on Sunday mornings in the car park area, in case guests or the property owners are asleep. We do expect orderly behaviour and respect for other agistees, us as residential managers, and other residents nearby. Please refrain from sounding your horn in the laneway. If you need to see us about any matters, please phone 0400 938 479 before arriving.

ENTERING AND LEAVING THE PROPERTY:

Please do not park behind other vehicles blocking them in. Please park your vehicle in the carpark area without blocking vehicular access to the entrance, under no circumstances are any vehicles to be driven on the property past the car park area provided. Cars are to be driven at **WALKING PACE** only, and horses also are to be walked along the pathways.

MUCKING OUT PRIVATE YARDS & STABLES:

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 either Orange Super Scooper trailer with the lamn mower or the red pooper scooper, gloves and a chaff bag that you will find in the tack shed, or the wheel barrow. 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.

CONSTRAINTMENT OF HORSES:

All horses must be constrained at all times on the property, except for in shared paddocks. 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 easements, as long as they are on a lead.



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OTHER HORSES:

NO other horses other than those agisted on the property are permitted to use any of Charleston Park 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 and the safety of our dog 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.

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)



Charleston Park Agistment Contract Cont'd

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 lunging a horse at 357 Jilliby Rd, Jilliby NSW 2259, I have and do hereby assume all risks associated with the horse ride/lunge and will hold 357 Jilliby Rd, Jilliby NSW 2259 and occupants 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 participation in the horse ride/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 357 Jilliby Rd, Jilliby NSW 2259 and occupants.

Full name

Date...../...../.....

Signature



Charleston Park Agistment Contract Cont'd

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Yes No

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Full name

Date...../...../.....

Signature