

**ROBERTS BLOODSTOCK PTY LTD**  
'Trevannah'  
Timor Road, Blandford NSW  
Postal: PO Box 19, Murrurundi NSW 2338  
Denis Roberts (02) 6546 7088 Mobile 0418 823 763  
Farm Manager: Simon Johnson 0439 848 658

**2011 AGISTMENT CONTRACT**

**BETWEEN** Roberts Bloodstock Pty Ltd t/as Trevannah ("The Stud")

**AND** \_\_\_\_\_ ("the owner")

**WHEREAS** The Stud has agreed to accept  
\_\_\_\_\_ ("the horse/s")

**Upon the following terms and conditions:**

1. Any horse that attends the Stud for agistment shall be subject to the following terms and conditions and each and every owner, lessee, syndicate manager or other person passing a horse to the Stud shall be deemed to have done so subject to these terms and conditions. Part owner, lessee, syndicate, corporation or any manager of any of them and where there is more than one person who is by definition herein contained the "owner" shall be bound by these terms and conditions. These terms and conditions shall bind all such owners jointly and each of them severally.

2. The Stud shall provide all care, good husbandry and attention to the horse or its progeny (eg: expertise, attention to feet, teasing, mating, general health, etc.) the Stud shall have the right at all times to engage a veterinarian, farrier, horse dentist or other person thought by the Stud to be necessary or advisable to attend the horse as they in their absolute discretion prescribe and the full costs shall be borne by the owner.

### **3. HOLD BLAMELESS**

3.1 The Stud shall not be liable for any loss, damage or claims of whatsoever nature or howsoever arising from injury, sickness, disease or death caused to or sustained by the horse or its progeny whilst under the care or control of the Stud or its employees and agents. The Stud shall not be liable to the owner (in the case of more than one, to any of them) for any loss, damage, costs or expense and arising out of any injury, damage or death which may arise or be caused and not withstanding the same as attributable to or is in part attributable to recklessness, negligence, forbearance or neglect by the Stud or any servant or agent of the Stud or any other person in whose care or control the Stud may place the horse.

3.2 The horse owner acknowledges that the breeding and rearing of thoroughbred racehorses is a high-risk activity and that the owner as the option to insure against such losses.

3.3 The Horse owner acknowledges that they have been given the opportunity to inspect the Stud and its facilities and acknowledge that they meet the standard applicable to the thoroughbred breeding industry and that the Stud will be held blameless in respect to any injury or death of a horse or its progeny.

### **4. INSURANCE**

The owner acknowledges responsibility for notifying the Stud of any insurance policies affecting the horse and or its progeny and if so requested by the Stud shall produce to the Stud evidence of such insurance. Cover of any horse or its progeny born at the Stud will not automatically be affected and all insurance arrangements are the sole responsibility of the horse owner.

### **5. AGISTMENT RATES (GST Inclusive)**

#### **AGISTMENT**

- |                              |   |
|------------------------------|---|
| 1. Mares Wet \$25.00 per day | 7. Spellers \$22.00 per day               |
| 2. Mares Dry \$22.00 per day | 8. Box Fee \$8.00 extra per day           |
| 3. Foaling Fee \$625         | 9. Yearling Preparation \$70.00 per day   |
| 4. Weaning Fee \$575         | 10. Weanling Preparation \$45.00 per day  |
| 5. Weanlings \$23.00 per day | 11. Mare Preparation \$5.00 extra per day |
| 6. Yearlings \$25.00 per day |   |

## **6. PAYMENTS**

6.1 The invoice will be sent on a monthly basis and interest calculated @ 2% per month on all outstanding invoices not paid within thirty (30) days thereof. The charges will be reviewed on 1 August every year. The Stud may vary the above fees from time to time as may be advised by the Stud in writing to the owner, whether it be by submission of an account or otherwise.

In addition to the above, the horse owner is solely responsible for the payment of:

- a) Transport costs of the horse or its progeny to and from the Stud.
- b) All treatments, examination, swabs and medicines administered to the horse or its progeny while at the Stud, whether by the stud veterinarian, employees or others.
- c) All farrier charges, drenching, Stud Book charges.
- d) All costs of entering the horse or progeny in any sales or any associated costs incurred in respect to such a sale.

6.2 All monies due to the Stud under any contract shall be paid by the horse owner on or before the departure of the horse or its progeny from the Stud. If the horse owner wishes to remove the horse from the Stud prior to a 45-day pregnancy test, the balance of the service fee shall first be paid by the horse owner to the Stud, notwithstanding that a positive pregnancy scan may not then have been conducted.

6.3 The Stud shall be entitled to retain possession of the horse and her progeny, the covering certificate, horse return and document of description until all monies (including interest) in respect to any contract due and owing have been received from the horse owner.

**7. DELIVERY:** The horse and her progeny shall be deemed to have been delivered to the horse owner upon leaving the Stud. At least 48 hours notice will have to be given to the Stud before removing any horse and or progeny.

## **8. THE HORSE OWNER**

8.1 The Horse owner hereby warrants, covenants and agrees with the Stud: -

- a) That the horse owner is the registered Stud Book Owner of the horse with full power and authority to enter into each of the provisions of this agreement.
- b) The disclosed breeding history of the horse is true and correct.
- c) That the correct horse is delivered to the Stud.

8.2 The Horse owner shall be solely responsible for.:

- a) The payment of all transport costs of the horse or its progeny to and from the Stud.
- b) All insurance arrangements for the horse or its progeny.

8.3 The Owner confirms that upon delivery to the Stud the horse is free of disease or infection and is in sound breeding condition and that all vaccinations are up to date prior to arrival at the Stud.

8.4 The Horse owner acknowledges that upon leaving the Stud the horse and any progeny shall be deemed to have been delivered to the horse owner.

8.5 The horse owner acknowledges that the attached horse schedule must be completed and returned to the Stud on order for the horse to be covered by the stallion.

**9. LIEN/POWER OF ATTORNEY**

It is an express condition of this contract to agist and or serve the horse, that the Stud shall be entitled to a lien over the horse or its progeny in respect of any monies due to the Stud (whether or not such monies relate to the horse) and the Stud shall have the power to sell the horse or its progeny over which such lien is taken to recover such monies (including any interest thereon) and for the purpose of exercising the power of sale referred to herein, the horse owner hereby irrevocably appoints the Stud as the horse owners attorney with the power to sell the horse or its progeny to recover such monies and costs arising from the default of the horse owner pursuant to this contract (including legal costs incurred by a Solicitor on behalf of the Stud in respect to the sale of the horse or its progeny). The owner absolutely appoints the Stud as their power of attorney to enter any horse for sale at a public sale or auction, to instruct the auctioneers in relation thereto and apply the proceeds of sale to any monies due to the Stud, whether or not such monies relate to the horse.

**10. RETENTION**

Retention without limiting the Stud's rights in respect of a lien or power of attorney the Stud shall be entitled to retain possession of the horse or its progeny, the covering certificates, horse return and documents of description until all monies (including interest) due and owing have been received from the horse owner.

**11. NOTICE**

Any notice given by the Stud to the horse owner pursuant to this contract shall be deemed to be served on the horse owner seven days after the posting of such notice in a pre paid envelope addressed to the horse owner of the horse owner's address aforesaid or such other address notified to the Stud by the horse owner from time to time in writing as being the address for service of such notices and notwithstanding that any such notice may not be received by the horse owner.

**12. RIGHTS**

The rights of the horse owner under this agreement are not transferable to any person or horse.

Dated day of

.....  
Signed by the horse owner or the representative  
of any lease, syndicate or partnership.

.....  
Signed on behalf of the Stud

.....  
Witnessed

.....  
Witnessed