

# Sample Basic Horse Agistment Agreement

This Agreement is made the ..... day of ..... between

Agistor/Landholder name..... residential & postal addresses..... phone number..... ("the Agistor")  
and

Horse owner name..... residential & postal addresses..... phone number..... ("the Owner")

Whereby the Agistor agrees to agist the Owner's horse or horses identified below ("the horse") at the Agistment property at address..... on the conditions set out below.

1. The Owner 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 at the Owner's risk at all times. It is the Owner'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 howsoever caused or arising to the horse whilst transporting to or from the Agistment property, or at the property.
3. The Owner must notify the Agistor immediately the Owner becomes aware that 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 will pay all veterinary and other charges incurred while the horse is at the Agistment property.
4. The Owner 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 may not remove the horse or its progeny from the property 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 60 days after the Agistor has sent the account.
6. The Owner irrevocably appoints the Agistor as the Owner'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 is ...../..... (Subject to change at 30 days notice).

## Horse Details

Name:.....

Colour.....

Brands.....(NS) .....(OS)

Microchip number (if applicable).....

(attach separate list if more than one horse is being agisted)

Additional provisions: (insert as necessary)

Sample Basic Horse Agistment Agreement continued...

.....

Owner's signature	Name (printed)	Date
.....	.....	.....
Agistor's signature	Name (printed)	Date
.....	.....	.....
Witness' signature	Name (printed)	Date
.....	.....	.....

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