

**AGISTMENT AGREEMENT**

Between KILTO PARK THOROUGHBREDS PTY LTD (KiltoPark)  
Of 479 Old Toorbul Point Road, Caboolture

And (The horse owner)

Of (Owner Address)

The Horse Owner binding each and every owner, lessees, syndicate member and any other person who is recognized as an owner both jointly and severally.

Whereas KiltoPark has agreed to accept horses as per attached listing (the horse) owned by the horse owner **upon following the terms and conditions.**

**1. CHARGES**

- 1.1 The horse owner agrees to pay all charges, including GST applicable to the horse or its progeny, but not limited to, agistment fees, all treatments, examinations, procedures, operations and medicines administered whether by a KiltoPark employee or others, and any other costs incurred by KiltoPark during the horse's and/or any progeny's stay on KiltoPark.
- 1.2 The horse owners agree to pay all accounts within 14 days of invoice date. **Accounting and late payment fee of 3%** per month from the expiry of that period calculated daily plus collection costs will be applied to all late payments.
- 1.3 The horse and any progeny shall be under the care and custody of KiltoPark and/or a veterinary surgeon employed or appointed by KiltoPark and may receive such treatments and examinations at the horse owner's expense as KiltoPark shall in their absolute discretion prescribe.
- 1.4 The horse owner agrees to pay standard agistment and veterinary charges should the horse reside at KiltoPark for whatever reason.

**2. THE HORSE OWNER**

- 2.1 The horse owner hereby warrants, covenants and agrees with KiltoPark
  - (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 or name of the horse is true and correct.
  - (c) That the correct horse is delivered to KiltoPark
- 2.2 The Horse owner shall be solely responsible for:
  - (a) The payment of all transport costs of the horse and progeny to and from KiltoPark.
  - (b) All insurance arrangements for the horse or its progeny.
  - (c) The Horse owner acknowledges responsibility for notifying KiltoPark of any insurance policies effecting the Horse or it's progeny and if so requested by KiltoPark, shall produce to KiltoPark the evidence of such insurance.
- 2.3 The Horse owner acknowledges that upon leaving KiltoPark the horse and any progeny shall be deemed to have been delivered to the Horse owner.

**3. HOLD BLAMELESS**

- 3.1 The Horse owner acknowledges that the Agistment of Thoroughbred racehorses is a high-risk activity and that the owner has the option to insure against such losses.
- 3.2 The Horse owner acknowledges that they have been given the opportunity to inspect KiltyPark and its facilities and acknowledge that they meet the standard applicable to the Thoroughbred industry and that KiltyPark will be held blameless in respect to any injury or death of a horse or its progeny.

**4. LIEN**

4.1 It is an express condition of this contract to agist and/or cover the horse, that KiltyPark shall be entitled to a lien over any horse or its progeny owned by the horse owner in respect of any monies due to KiltyPark (whether or not such monies relate to the horse) and KiltyPark shall have the power to sell the horse and/or progeny over which such lien is taken to recover such monies (including any interest there on) and for the purpose of exercising the power of sale referred to herein, the horse owner hereby irrevocably appoints KiltyPark as the horse owner’s attorney with the power to sell the costs incurred by a Solicitor on behalf of KiltyPark in respect to the sale of the horse or its progeny. The Owner absolutely appoints KiltyPark 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 its sale to any monies due to KiltyPark, whether or not such monies relate to the horse.

**5. RETENTION**

Retention without limiting KiltyPark’s rights in respect of a lien or power of attorney KiltyPark shall be entitle to retain possession of the horse or its progeny, the covering certificates, horse return and documents of description until all monies, late payment fees due and owing have been received from the horse owner.

**6. NOTICE**

Notice given by KiltyPark to the horse owner pursuant to this Agreement shall be deemed to be served on the horse owner seven days after posting of such notice in a pre-paid envelope address to the horse owner at the horse owner’s address aforesaid or such other address notified to KiltyPark 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2008 / 2009

Signed by Horse owner (Name) \_\_\_\_\_ Witness \_\_\_\_\_

Signed by \_\_\_\_\_ on behalf of KILTOPARK THOROUGHBREDS PTY LTD

***Please return this agreement within 7 days to:  
KILTO PARK THOROUGHBREDS PTY LTD***

