

GLENTHORNE PARK AGISTMENT AGREEMENT

Between Glenthorne Park. and

of

PH: ABN (if applicable)

Glenthorne Park accept horses for agistment on the terms and conditions set out in this document and the Owner/s agree that these terms and conditions shall bind them each jointly and each of them severally.

Glenthorne Park agree to accept the horse upon the terms and conditions set out below.

1. Glenthorne Park shall agist the horse or horses in such matter as it deems proper or appropriate
2. Veterinary and farrier services for the horse and/or progeny may be provided at the discretion of Glenthorne Park and the owner agrees to pay all veterinary and other charges incurred.
3. 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 or are being transported to and from Glenthorne Park. Glenthorne Park shall not be responsible for any disease, accident, illness or injury however caused or arising to the horse whilst transporting to or from Glenthorne Park or at Glenthorne Park.
4. The Owner/s must notify Glenthorne Park immediately if they become aware that the horse suffers from or has been in contact with any significant or notifiable sickness, disease or injury.
5. The owner/s agree to pay all accounts within fourteen (14) days of Glenthorne Park submitting a tax invoice to the owner
6. The agistment fees may be varied by Glenthorne Park provided the variation is notified to the owner in writing and this notification may be by submission of an account or otherwise.
7. In the event that an account remains unpaid for more than 14 days from the date of an invoice then Glenthorne Park shall have in its absolute discretion, the right to:
 - a) charge and add interest on any outstanding amount at an interest rate of 12.00% per annum; and
 - b) reverse any discounts that may have been applied to the account; and
 - c) charge and add any recovery or legal fees on a solicitor own client basis; and
 - d) take possession of the horse or horses to which the unpaid fees relate to and sell that horse at any public auction and then to apply the proceeds of the sale in the following order:
 - i. payment of any sale commissions and expenses associated with the auction; then
 - ii. against all outstanding fees owing to Glenthorne Park in relation the horse or horses sold; then
 - iii. against any other outstanding fees or costs payable by that owner to Glenthorne Park with the balance, if any, to be paid by Glenthorne Park to the owner/s.

- e) report the payment default to a credit reporting bureau or other bodies such as racing governing bodies.
- 8. Glenthorne Park shall be entitled to retain possession of all documents and description and registration papers and identification cards for any horse on agistment whilst agistment fees remain outstanding.
- 9. For purposes of clause 7 (d) i, ii,iii of these terms and conditions, the owner/s absolutely appoints Glenthorne Park or its representative as their attorney with full power to deal with any horse to any moneys as the case may be and to enter any horse for sale at public auction, to instruct the auctioneers in relation thereto and to apply the proceeds there from in accordance with the terms of clause 4 hereof.

This agreement is date the of 20

Signed by the horse owner

Witness

Signed on behalf of Glenthorne Park.

Witness

Please return this signed agreement to Glenthorne Park, 126 Glenthorne Road, TAREE, NSW 2430 or email to craig@glenthornepark.com.au