



# GEISEL PARK STUD

*Breeding Success and Peace of Mind*

## **AGISTMENT TERMS & CONDITIONS (June 2014)**

Geisel Park Pty Ltd trading as Geisel Park Stud and its associated properties including Myalup Farm, its owners and managers (herein collectively described as "Geisel Park Stud") offers agistment services as outlined in these Terms & Conditions.

The Owner<sup>1</sup> agrees to pay agistment to Geisel Park Stud's (refer our current Fee Schedule) and other charges such as all veterinary fees, medications, dressings, advertisements, transport costs and other external expenses while the horse is at Geisel Park Stud. Invoices are issued monthly and are payable within 14 days. Interest at 1.5% per month is payable on accounts overdue 30 days. Geisel Park Stud reserves the right to amend all fees and charges without notice. Geisel Park Stud reserves the right to request advance payment of fees.

Horses are not to be delivered without prior arrangement with Geisel Park Stud.

A minimum of 2 week's notice is required for horses leaving Geisel Park Stud.

All Horses will be Wormed on arrival at Geisel Park Stud and depending on where they have arrived from, may be held in quarantine for a period of up to 14 days.

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 Geisel Park Stud or being transported to and from the property. Geisel Park Stud shall not be responsible for any disease, accident, illness or injury howsoever caused or arising to the horse whilst transporting to or from Geisel Park Stud, or at the property.

The Owner must notify Geisel Park Stud immediately if 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 Geisel Park Stud in consultation with Geisel Park Stud's veterinarian(s). The Owner will pay all veterinary and other charges incurred.

The Owner gives Geisel Park Stud 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. Geisel Park Stud may sell the horse and/or its progeny at public auction or by private sale, to recover any monies unpaid for 60 days after Geisel Park Stud has sent the account.

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<sup>1</sup> "Owner" includes each owner, part owner, lessee, partner, syndicate member, syndicate manager, company, corporate trustee or other person who is legally recognised as an owner, jointly and severally.



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The Owner irrevocably appoints Geisel Park Stud 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.

Geisel Park Stud offers 250 acres of some of the finest racehorse agistment in WA with well-managed quality pasture all year round (we do irrigate some 100 acres). With highly skilled staff, wonderful facilities, many various sized paddocks and kilometres of horserail fencing, we ensure your horse gets the first class care it deserves. Whether it be a short freshen up from training, a long spell, rehabilitation, your newly purchased yearling needs a home, or a permanent residence for your broodmare, Geisel Park Stud offers it all.

All horses agisted at Geisel Park Stud will have readily accessible food and water to maintain health and vigour, freedom of movement to stand, stretch and lie down, regular exercise, social contact with other horses and people, protection from disease, and regular inspections to assess the need for attention to feet, teeth and parasite control, rapid identification and treatment of lice, injury and disease, regular worming, vaccinations and drenching. Vaccinations for tetanus & strangles must be current & kept current.

Last Updated 10 June 2014

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