

AGISTMENT AGREEMENT - NEW SOUTH WALES

Location: _____ Date: _____

Owner Details:

Full Name: _____

Address: _____

Phone/Email: _____

Agistor Details:

Full Name: _____

Address: _____

Phone/Email: _____

Animal Details:

Type/Breed: _____

Identification (e.g., Tag No.): _____

Number of Animals: _____

Agistment Period and Location:

Agistment Start Date: _____ (no date entered)

Agistment End Date: _____ (no date entered)

Agistment Location Address: _____

Agistment Fees and Payment:

Fee per Animal (AUD): _____

Total Fee (AUD): _____

Payment Method and Schedule: _____

Clause 1 – Agreement to Agist

The Owner agrees to deliver and the Agistor agrees to agist the animals described herein at the agreed location for the agreed period on the terms and conditions set out in this Agreement.

Clause 2 – Care and Maintenance

The Agistor shall provide adequate food, water, shelter, and care to the animals in a proper and responsible manner, consistent with good animal husbandry standards and in accordance with all applicable laws and regulations in New South Wales.

Clause 3 – Access

The Owner shall have reasonable access to the animals and the agistment property at mutually agreed times, subject to reasonable notice and the Agistor's prior commitments.

Clause 4 – Fees and Payment

The Owner shall pay the Agistor the fees specified in this Agreement in accordance with the payment schedule. All fees

are exclusive of GST unless otherwise stated. Failure to pay fees when due shall entitle the Agistor to take appropriate action under this Agreement and applicable law.

Clause 5 – Duration and Termination

This Agreement shall commence on the Agistment Start Date and terminate on the Agistment End Date or upon earlier termination in accordance with this Agreement. Either party may terminate this Agreement by providing the other party with written notice as specified herein.

Clause 6 – Liability and Indemnity

The Agistor shall not be liable for any loss, injury, or death of the animals except to the extent caused by the Agistor's negligence or breach of this Agreement. The Owner indemnifies and holds harmless the Agistor from any claims, damages, or losses arising from the animals or the agistment.

Clause 7 – Insurance

The Owner shall maintain appropriate insurance coverage for the animals during the agistment period and shall provide proof of such insurance to the Agistor upon request.

Clause 8 – Animal Health and Disease

The Owner warrants that the animals are free from infectious or contagious diseases at the commencement of agistment. The Owner shall promptly notify the Agistor of any health issues and shall be responsible for all veterinary costs.

Clause 9 – Emergencies

In the event of an emergency affecting the animals, the Agistor shall take reasonable steps to safeguard their welfare and shall notify the Owner as soon as practicable. The Owner authorises emergency veterinary treatment if deemed necessary.

Clause 10 – Owner's Property

Any equipment, feed, or property belonging to the Owner left on the agistment property shall be at the Owner's risk. The Agistor shall take reasonable care but shall not be liable for loss or damage.

Clause 11 – Compliance with Laws

Both parties shall comply with all applicable laws, regulations, and local government requirements in relation to the agistment and the animals.

Clause 12 – Dispute Resolution

Any dispute arising under or in connection with this Agreement shall be dealt with in good faith by negotiation between the parties. If unresolved, the dispute may be referred to mediation or arbitration in accordance with New South Wales law.

Clause 13 – Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to agistment and supersedes all prior agreements or understandings, whether written or oral.

Clause 14 – Amendments

No variation or amendment to this Agreement shall be effective unless in writing and signed by both parties.

Clause 15 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 16 – Notices

Notices under this Agreement must be in writing and may be delivered by hand, post, or electronic means to the addresses provided herein.

Clause 17 – Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of New South Wales, Australia.

Clause 18 – Signatures

This Agreement may be executed in counterparts and by electronic means, each of which shall be deemed an original and all of which together constitute one instrument.

OWNER'S SIGNATURE

AGISTOR'S SIGNATURE

Signature: _____

Signature: _____

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