

CATTLE AGISTMENT AGREEMENT

Location: _____ Agreement No.: _____

Parties:

Agistor (Party providing agistment services): _____

Address: _____

Phone/Email: _____

Owner (Party agisting cattle):

Full Name: _____

Address: _____

Phone/Email: _____

Agistment Details:

Property Description / Location: _____

Number and Description of Cattle: _____

Start Date: _____ End Date: _____

Agistment Rate (per head or per day): _____ Currency: _____

Agistment Agreement Clauses:

Clause 1 – Appointment and Acceptance

The Owner hereby appoints the Agistor to agist the cattle described above on the Property, and the Agistor accepts such appointment under the terms and conditions set out in this Agreement.

Clause 2 – Term of Agreement

The agistment shall commence on the Start Date and shall continue until the End Date unless terminated earlier in accordance with this Agreement.

Clause 3 – Agistment Fees and Payment

The Owner agrees to pay the Agistor the Agistment Rate specified, payable in accordance with the agreed payment schedule. All fees are exclusive of GST, which shall be added where applicable.

Clause 4 – Care and Management

The Agistor shall take reasonable care of the cattle and manage the Property in a proper manner, providing adequate feed, water, and shelter consistent with good husbandry practices.

Clause 5 – Owner's Responsibilities

The Owner warrants that all cattle are healthy, free from contagious diseases, and comply with all relevant Australian animal health regulations. The Owner shall provide necessary documentation and comply with biosecurity measures as required.

Clause 6 – Risk and Insurance

Risk of loss, injury, or death of the cattle remains with the Owner at all times. The Owner shall maintain appropriate insurance cover for the cattle whilst agisted. The Agistor shall not be liable for any loss except where caused by the

Agistor's negligence or breach of this Agreement.

Clause 7 – Termination

Either party may terminate this Agreement by giving the other party at least 14 days' written notice. On termination, the Owner shall remove the cattle within a reasonable time or as agreed. If the Owner fails to remove the cattle, the Agistor may charge additional fees or take other lawful actions.

Clause 8 – Liability and Indemnity

The Owner indemnifies and holds harmless the Agistor against all claims, losses, damages, expenses, or liabilities arising from the agistment, except to the extent caused by the negligence or wilful misconduct of the Agistor.

Clause 9 – Access and Inspection

The Owner or their authorized representative may access the Property and inspect the cattle upon reasonable notice to the Agistor.

Clause 10 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State or Territory of Australia in which the Property is located. The parties submit to the exclusive jurisdiction of the courts of that State or Territory.

Clause 11 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. No variation to this Agreement shall be effective unless in writing and signed by both parties.

Clause 12 – Notices

All notices under this Agreement shall be in writing and delivered by hand, post, or email to the addresses specified in this Agreement, and shall be deemed received upon delivery or within 3 business days of posting.

Clause 13 – Dispute Resolution

In the event of a dispute arising from this Agreement, the parties agree to attempt to resolve the matter amicably through negotiation or mediation before commencing legal proceedings.

Clause 14 – Force Majeure

Neither party shall be liable for failure or delay to perform their obligations under this Agreement due to causes beyond their reasonable control, including but not limited to natural disasters, government actions, or disease outbreaks.

Clause 15 – Severability

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

Clause 16 – Counterparts

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

AGISTOR'S SIGNATURE

OWNER'S SIGNATURE

Signature: _____

Signature: _____

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