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**LIVERY YARD AGREEMENT**

The agreement is made on

DATE:

Between

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**Waikato Equestrian Centre Riding School**

**Kayleen Fooy**

**1348 Pukete Road RD 8**

**Hamilton**

**07 849 6756**

**021 0254 0253**

and

**OWNER (or name and address of the person loaning the horse)\***

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Mobile \_\_\_\_\_

In case of Emergency 2<sup>nd</sup> contact \_\_\_\_\_

**\*The Owner is the owner of the horse or the person to which the Horse has been loaned and wishes to engage the Yard to carry out the services in respect of the Horse in accordance with this Agreement.**

**IN CONSIDERATION OF the payments and mutual promises contained in this Agreement, the Yard and the Owner agree as follows:**

**1. The Services**

**1.1 The Yard shall at all times during the Term provide the Services in an efficient and professional manner which meets the welfare needs of the Horse and in so doing will exercise all the skill, care and diligence that might be expected of a competent and properly qualified livery yard. The outline of this is:**

- Mucking Paddock
- Feeding hay which we will provide and hard feeds that are provided by the owner.
- Blanketing and un blanketing the horses with the covers that it comes with.
- Grooming and exercise can be provided however it is not covered in basic livery.

**1.2 These are services that are available but you will receive an additional bill for:**

- Farrier service with James Day is available. We will provide you with a copy of his invoice or your preferred farrier.
- If we do need to hold your horse for it to be shod it will be \$10.
- Day Turn out 5 days is available for \$10 more a week.

**1.3 The Owner will notify the Yard in good time of any information or documents required by the Yard to enable it to perform the Services including without limitation, any known vices, medical condition, and any special requirements of the horse**

**1.4 During the Term, the Yard will keep appropriate records of all acts and works done by it in relation to the Services and at the request of the Owner, the Yard shall make them available for inspection and/or provide copies to the Owner.**

## **2. Facilities to be provided by the Yard and duties of the Yard**

**2.1 Throughout the Term, the Yard shall give the Owner access, during the business hours of the Yard, to the Horse and all the premises where the Horse is kept.**

**2.2 The Owner shall observe any rules or requirements relating to those premises as notified to the Owner by the Yard.**

**2.3 During the Term, the Yard shall employ for the purposes of the Services sufficient persons that are suitably skilled and experienced, and where appropriate, professionally qualified in providing similar services.**

**2.4 The Yard shall develop, with veterinary advice, a yard health policy to include without limitation policies on worming and vaccination.**

- **De Worming (drenching) is done at no additional charge, you only be charged for the cost of the de wormer.**
- **Vacations will be carried out by \_\_\_\_\_ Vet.**

### **1. Duties of the Owner**

**3.1 The Owner shall ensure that the Horse is provided with all those matters set out in the schedules.**

- **Holding for the farrier if needed.**
- **Providing drench**
- **Covers appropriate for the season**
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**3.2 In the event that the Owner fails to ensure that the horse is provided with any of the matters listed in the schedule, the Owner agrees that the Yard may undertake this work and charge the Owner in accordance with the sums set out in this Agreement, or where not covered by this Agreement, at the market rate.**

**3.3 The Owner agrees that in the event that the manager of the Yard believes that the Horse is in need of urgent veterinary/farrier attention, the Yard may summon a veterinary surgeon/farrier and authorise any essential treatment, provided that the Yard makes all reasonable attempts to contact the Owner before such work is carried out. The Owner agrees to take responsibility for veterinary/farrier fees incurred in accordance with this paragraph.**

**3.4 The Owner shall inform the Yard if the Horse is to be absent from the Yard's premises and when the Horse will leave and return to the Yard's premises.**

3.5 The Owner shall wear appropriate dress at all times when in the vicinity of the Horse, including without limitation, a hat conforming to standards and suitable footwear with a flat sole and a heel.

2. Fees, Terms of Payment and Financial Matters

4.1 In consideration for the provision of the Services, the Owner will pay to the Yard the Fee and any additional sums due under the Agreement.

I \_\_\_\_\_ agree to taking on \_\_\_\_\_ livery which is \_\_\_\_\_ amount a week. It will paid Monthly. I would like my horse to have the following things: \_\_\_\_\_, \_\_\_\_\_ on top of the \_\_\_\_\_ Livery.

4.2 In the event that the Fee or any additional sum due under this Agreement remains unpaid for more than three months after they first became due, the Owner agrees that the Yard may sell the Horse, provided that written notice has been given to the Owner (at the address set out at the beginning of this Agreement) of this intention to sell, at least seven days before sale. From the monies received from the sale of the Horse, the Yard may retain such sums as cover of any unpaid sums due under this Agreement and the reasonable costs of sale. Any remaining money shall be returned to the Owner within thirty days of sale.

3. Term and Termination

5.1 This Agreement shall last for the Term, subject to earlier termination in accordance with this agreement.

5.2 The Yard or Owner may at any time terminate this Agreement or any part of it by giving a written notice to the other of not less than a 2 week Notice Period.

4. General

6.1 No amendment of the terms of the Agreement shall be valid or binding unless made by prior written agreement between the Yard and the Owner.

6.2 This Agreement shall in all respects be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

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IN WITNESS of which this Agreement has been duly executed and delivered on the date written above:

SIGNED BY:

*For and on behalf of the YARD*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SIGNED BY:**

*For and on behalf of the **OWNER***

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**FOR FURTHER DETAILS ON LIVERY YARD AGREEMENT PLEASE VISIT**