**A G R E E M E N T - Stabled Livery**

This is an agreement between

Bluemoon Equestrian Centre

Livery Yard is situated at:

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

South African I.D. No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*in my capacity as the person responsible for the horse/pony described herein and referred to for convenience in this document as the Horse Owner:*

**(1)**

**Full Name**: …………..………………………………………………………………….

**Colour**: ………………… **Sex**: Mare / Gelding ……………… **Height**: ……………

**Descriptive markings** (if any) …...………………………………………………………

**Passport number** (if any) ………………………………………………………………..

**(2)**

**Full Name**: …………..………………………………………………………………….

**Colour**: ………………… **Sex**: Mare / Gelding ……………… **Height**: ……………

**Descriptive markings** (if any) …...………………………………………………………

**Passport number** (if any) ………………………………………………………………..

**(3)**

**Full Name**: …………..………………………………………………………………….

**Colour**: ………………… **Sex**: Mare / Gelding ……………… **Height**: ……………

**Descriptive markings** (if any) …...………………………………………………………

**Passport number** (if any) ………………………………………………………………..

1. **GENERAL OVERVIEW**

It is the intention of Bluemoon Equestrian Centre to provide horse owners with suitable facilities in a friendly, supportive environment where the care of the horse is paramount. Schedules and timetables will be made available for your convenience and if there is a service you would like us to include but is not covered in this agreement please feel free to discuss the matter so it can be added as an addendum. The terms and condition detailed herein is provided to avoid any misunderstandings that could be detrimental to a long and happy association that we would like to share with you.

**2. COMMENCEMENT DATE**

This agreement commences from ………………………………………………………………………… and will end on receipt of 1 calendar months’ notice in writing being received.

1. **FEES & TERMS OF PAYMENT**
2. The fee for this period is R4000.00 per horse, less discount of R200.00 for prompt payment to Bluemoon Equestrian Centre by 1st of the month.
3. The above fees exclude additional expenses that may be applicable including but not limited to: worming, farrier, etc. Fees, including supplies provided in lieu of money, are payable monthly **in advance** on the day the horse arrives in the yard and thereafter by the 1st of each month. This includes if the horse only stays for part of the month for whatever reason.
4. Should there be an increase in cost of feed, hay, wages or any other item covered by the basic livery fee; this will be passed onto the owner who will be notified as soon as any increase is made known to Bluemoon Equestrian Centre. This includes a hay levy that may be chargeable in the event that grazing becomes unsatisfactory or scarce
5. Payments can be made either via EFT or in cash.
6. In the event of a question regarding charges, this must be put in writing and handed to Bluemoon Equestrian Centre within 7 days of receipt of the account. The owner forfeits the right to deduct any amount in question from payments regarding queries received after the 7-day period but these will be investigated and adjusted if necessary.
7. Late payments will be charged interest rates - that is payment received after 1st of the month attract interest at prime plus 2%.
8. If livery fees and interest rates due are still outstanding after 7 days after notice has been given to the owner, legal action will be instigated for the collection of money due for which the owner will be responsible for all costs involved to collect all monies due.
9. Horses, whose liveries have not been paid after 1 month of notice being given, will either have a lien attached or alternatively the horse will be sent to the Horse Care Unit in Meyerton with whom the owner will have to make the necessary arrangements to regain ownership of the horse.
10. **FEEDING**

Horses will be fed on a **12% HORSE FEED** at not more than 3% of their body weight including any roughage provided. Feed will be given in the morning at about 7am and in the evening at about 5pm. Should the owner require a different feed or have their horse fed extra minerals, vitamins, or any other additives, this will be for the owners to provide at their cost. There are no facilities to provide separate feed storeroom for owners wanting to feed their horses themselves. The owner who wishes to undertake their own feeding programme will be obliged to bring the feed daily; already mixed and divide into feeds for the day. The grooms will give the horse the feed as marked. The alternative is the Owner shall be advised of the feed to provide and that the Owner’s feed is added to Bluemoon Equestrian Centre stock and fed according to the Owner’s instructions. The owner shall not accuse Bluemoon Equestrian Centre of stealing feed in this instance as this is a service offered to the owner as a convenience. Any owner feeding their own horse will not hold Bluemoon Equestrian Centre liable for condition fluctuations, colic, temperament changes (too fresh, etc.) or other problems that can be attributed to feeding.

1. **EQUIPMENT**

The horse owner will provide the following. Please remember to mark all items clearly with the owner’s and horse’s names. Bluemoon Equestrian Centre cannot be held responsible for the loss of unmarked equipment or equipment left unattended. The onus is on the owner to ensure that equipment is replaced in its correct location after each use.

1. Bridle – complete – if owner is riding
2. Saddle including numnah and girth – if owner is riding
3. Head collar/halter and lead rein
4. Fly Fringe or fly mask
5. Blanket for winter (to be retained by owner when not in use)
6. Water bucket (20lt galvanized or rubber – **NOT** plastic please)
7. Feeding bucket plus suitable feeding bowl
8. **SERVICES PROVIDED**

Bluemoon Equestrian Centre will provide services as per the request of the owner on the application form and this is detailed herein more fully. It must be noted that all horses will be looked after in the same way, whether the owner undertakes this responsibility him/herself or if the service is provided by Bluemoon Equestrian Centre. Owners unable to maintain the standard required are asked to notify the Manager at Bluemoon Equestrian Centre before allowing the situation to deteriorate. If the reputation of Bluemoon Equestrian Centre can be jeopardized in any manner, due to non-compliance by the owner, actions as per clause 3.h) will be instigated.

1. A stable will be provided. The horses will be bedded on shavings or sawdust.
2. A groom lives on the premises at night in case of any emergency. In the event that the owner’s horse requires urgent treatment and the owner is unable to be contacted, Bluemoon Equestrian Centre reserves the right to call in the services of a veterinary surgeon that will make the decision regarding what is in the best interest of the horse. The cost of the veterinary surgeon is for the owners account.
3. Fly spray & fly masks/fringes will be put on the horses in the mornings before going out
4. The horses will be allowed to go out in the paddock from about 8am to 1pm when they will be brought back in. Should there be a thunderstorm in the area; for their safety, the horses will not go out until it has passed.
5. In the afternoons, horses will be given a light brush and/or a wipe down by the groom, except on days that he is unavailable or off duty.
6. Hoof oil will be applied on a weekly basis to ensure good health of hooves
7. During summer, once a week horses will be dipped for ticks.
8. Minor veterinary such as cleaning superficial wounds and treating with antiseptic ointment/spray will be done as a matter of course.
9. Should the horse require medication for treatment of illness, lameness or similar, this will be arranged as long as the owner leaves specific instructions on the treatment to be given and indemnifies Bluemoon Equestrian Centre from any negligence in the event treatment is not successful. Intensive nursing of very ill horses is not available.
10. The farrier will visit the yard usually every 6 weeks to maintain hooves. If your horse loses a shoe before the next visit is scheduled, Bluemoon Equestrian Centre will contact the farrier to repair but cannot guarantee that it can be done immediately. All farrier expenses are for the owner’s account.
11. A deworming programme will take place on a quarterly basis (i.e. every 3 months) or a Worm Egg Count done to determine the level of worm infestation (if any). This will be organized by Bluemoon Equestrian Centre although owners are welcome to purchase their own medication as long as it conforms to the programme. Horses coming into the livery yard for the first time will be wormed unless proof of recent and/or regular worming is provided. The onus is on the owner to liaise with Bluemoon Equestrian Centre on this matter alternatively it will be done on the owner’s behalf for the owner’s account.
12. Vaccinations are due annually and can be done by Bluemoon Equestrian Centre although owners are welcome to purchase their own or have a veterinary surgeon do this for them on their behalf. Nevertheless, the owner must keep Bluemoon Equestrian Centre informed of such arrangements so that duplications are not done.

**7. SERVICES AVAILABLE BUT NOT INCLUDED IN BASIC LIVERY**:

 For an extra fee, the following services are available at the owner’s request:

1. **Lunging and/or exercising** in the event the owner would like their horse to be lunged due to inability to exercise regularly, this can be done by either the groom or Mrs. de Lange. Only if specific arrangements are made with Bluemoon Equestrian Centre will horses be exercised alternatively; it is the owner’s obligation to provide such training.
2. **Riding Lessons**: can be arranged at the owner’s request
3. **Transport**: should the owner wish to go to a show with others from the Livery or Riding School, then on confirmation Bluemoon Equestrian Centre will include owner’s horse in arrangements for transport. Alternatively, the owner is responsible for transport to and from the livery yard.
4. **Show Preparation**: extra grooming, bathing, plaiting up and preparing horse for a show is available at an extra fee.
5. **Tack repairs**: should repairs be necessary to the owner’s blanket, saddle, and bridle or any other tack belonging to the owner, this can be arranged at the owner’s expense.
6. **Show Entries & Club Memberships**: although the owner may represent the Livery Yard and entries submitted on behalf of the owner, all charges relating to participating at shows and/or memberships must be refunded to Bluemoon Equestrian Centre.
7. **Stable Maintenance & Improvements**: As no additional costs have been included to cover expenses for keeping the yard in a good, neat and hygienic condition or for improvements to be made, it must be clearly understood that all clients will be expected to contribute in some way, either financially or through donations of resources or labour. Should a livery client fail to contribute, then a fee will be charged out if necessary. All such donations will become the property of Bluemoon Equestrian Centre unless otherwise specified at the time the contribution is offered or made.
8. **Stable Security**: due to the increased incidents of horse and tack theft, we have taken the step of having the yard fully alarmed with armed response.

**8. RULES & REGULATIONS**

1. The office hours for the Livery yard will be from 8am to 5pm weekdays. If the Manager is not on site, this could be due to other appointments such as a show, purchasing requirements and other daily chores that are necessary but not always able to be done at the livery yard. For owners to ride/visit their horses, they should advise the manager when they plan to ride so that suitable arrangements can be made if before 7am and after 5pm feeding times. If not informed, then the owner must realize that the livery yard will be closed for security reasons.
2. The dress code when riding includes the use of a riding hat and suitable riding footwear at all times to ensure that the safety of the rider is maintained. When riding at a Show and representing the Livery Yard, correct clothing for that event is required to be worn by the owner.
3. Should the owner require lessons at the yard by an outside instructor, arrangements must be made first with Bluemoon Equestrian Centre to ensure that there is no conflict of interest or that other lessons have been organized at that time.
4. It will be appreciated that opinions are not expressed publicly. However, should the owner have a complaint either regarding the Yard or people using the facilities, it is brought to the attention of the Manager. At the same token any owner who habitually causes disagreements amongst others in the yard, will be asked to vacate the premises.
5. The owner has the right to use the facilities at the livery yard as long as it does not interfere with a lesson in progress or booked. The onus is on the owner to check if the arena(s) have been pre-booked for instructions.
6. When using equipment, whether their own or that belonging to Bluemoon Equestrian Centre, the owner should always ensure that it is replaced in the correct place after use.
7. Dogs and other pets should not be brought to the livery yard as they could disturb other riders or even the horses.
8. Please do not disturb the residents on the house side of the property and ask children to respect the landlord’s right to privacy.

**9. INDEMNITIES, RISK & EXCLUSION OF LIBILITY CLAUSES**

Regretfully, accidents will happen despite all eventualities being covered. Nevertheless, there must be matters made clear regarding who is responsible in the event of an accident. For this reason, horse owners are encouraged to take out public liability insurance.

1. Bluemoon Equestrian Centre cannot be held responsible if a horse contracts a fatal or contagious disease. In the case of a contagious disease, the yard will be placed under voluntary quarantine for preventative measures and if veterinary attention is required owners are responsible for this cost.
2. In the event that your horse gets injured in the yard and it is irretrievably verified to be due to deliberate negligence by Bluemoon Equestrian Centre in that disregard for the horse’s well being was demonstrated and the incident was not the result of an unfortunate accident, the subsequent expenses incurred by the owner will be refunded by Bluemoon Equestrian Centre however, in all other circumstances, they will not be liable.
3. Should your horse cause injury to person or another horse, and it be proved that as the owner of that horse were careless in preventing such injury; then the horse owner will be responsible for all costs involved to the person and/or horse concerned.
4. Damage to property caused by the horse must be fixed and paid for by the horse owner.
5. Although all reasonable procedures will be taken to prevent theft of any kind, Bluemoon Equestrian Centre shall not be responsible for any theft or destruction of owner’s property unless it can be proved irrevocably that Bluemoon Equestrian Centre was the direct or intentional cause of such theft or destruction.
6. In case of a dispute both parties need to submit to arbitration before going to court.

**10. ADDENDUM**

Please include any other issues you would like covered in this agreement on a separate page, clearly stated and signed so that it can be added to this agreement.

I, ..…………………………………………………………………………………………………(full name) as the owner of the horse(s) detailed on page 1 of this agreement have read, understood and agree to the contents of this contract.

Signed in Pretoria, South Africa, this ……..…..….. day of ………….…………………………………… 20....

Signature of owner: ……………………………………

Signature for Bluemoon Equestrian Centre: ………………...…………….

Witness 1 ……………………………………………

Witness 2 ……………………………………………