



AGISTMENT RATE SCHEDULE

Prices effective 1st July 2011

Agistment

Dry Mares	\$24.00 per day
Wet Mares	\$26.00 per day
Weanlings	\$24.00 per day
Yearlings	\$24.00 per day
Spellers	\$25.00 per day
Single Colt Paddock	\$30.00 per day

Stabling

Mare Under Lights	\$35.00 per day
Mares	\$35.00 per day
Mares & Foals	\$35.00 per day
Weanlings	\$35.00 per day
Yearlings	\$35.00 per day
Spellers	\$35.00 per day

Stud Season

Foaling Fee	\$550.00
Weanling & Handling Fee	\$550.00

Sales

Weanling Prep (incl. website listing)	\$55.00 per day
Yearling Prep (incl. photography & website listing)	\$66.00 per day
Commission	2.5% on sale

Yearling Presentation

Australian Easter Yearling Sale	\$2,500.00
Melbourne Premier Yearling Sale	\$2,000.00

Please note: rates exclude GST. Other services: price available on request.

Discounts apply for permanent borders.

See over for TERMS & CONDITIONS

AGISTMENT TERMS & CONDITIONS

- A. MAKYBE Racing & Breeding Pty Ltd ABN 17 060 723 042 ("the Proprietor") is the operator of MAKYBE ("the Stud") and the provider of various services to its clients, including agistment.
- B. The Proprietor and the Client are desirous of the Client agisting a Horse or Horses at the Stud on the following terms and conditions.

THE PARTIES AGREE:

1. Delivery and removal

The Client will deliver the Horse(s) to, and remove the Horse(s) from, the Stud, as directed by the Proprietor.

2. Client to Pay Fees and Charges

The Client hereby agrees with the Proprietor:

- (a) to pay to the Proprietor, the Proprietor's normal fees and charges, as determined from time to time by the Proprietor, (plus applicable GST) for agisting the Client's Horse(s), including any progeny, at the Stud;
- (b) to pay either to the Proprietor, or as otherwise directed by the Proprietor, all fees and charges of any Third Party Service Provider (including but not limited to veterinary surgeon, farrier, chiropractor, transport company etc), incurred for services provided in relation to the Client's Horse(s) whilst under the care, custody and control of the Proprietor; and
- (c) to pay all such fees and charges to the Proprietor and/or to the relevant Third Party Service Provider, as the case may be, within 30 days of receipt of invoice. Interest at the rate nominated by the Proprietor and/or Third Party Service Provider, as the case may be, will be payable on all fees and charges not paid by the due date.

3. Proprietor's Lien

- 3.1 The Client hereby grants to the Proprietor a general lien over each and every of the Client's Horses on agistment at the Stud in respect of any moneys which may, from time to time, become owing by the Client to the Proprietor and/or Third Party Service Provider, whether by way of agistment fees, or other charges and/or costs (including GST) incurred by the Proprietor in respect of the Client's Horse(s).
- 3.2 If the Client defaults in payment to the Proprietor and/or Third Party Service Provider, for any moneys owing to the Proprietor and/or Third Party Service Provider, and the default continues for more than 14 days after the due date for payment, then the Proprietor may enforce the lien by sale either at public auction or by private contract, of any of the Client's Horses, regardless of whether or not the arrears relates to that Horse or those Horses.
- 3.3 Upon the enforcement of the lien the Proprietor will be entitled to apply the proceeds of sale:
 - (a) firstly, to pay all costs and expenses in connection with the sale (including transportation costs, provision of veterinary certificates, auctioneers fees or otherwise);
 - (b) secondly, to pay to the Proprietor all moneys due and owing to the Proprietor by the Client under the provisions of this Agreement;
 - (c) thirdly, to pay to any Third Party Service Provider(s) all moneys due and owing to such Third Party Service Provider(s) under the provisions of this Agreement; and
 - (d) fourthly, to pay to the Client the balance of the proceeds of sale (if any).
- 3.4 The Proprietor will use its best endeavors to take reasonable precautions for the care and safety of the Client's Horse(s), but in all other respects the Client's Horse(s) will be at the sole risk of the Client from accident, illness, contraction of disease or misadventure of any description, unless such accident, illness, contraction of disease or misadventure, results from the Proprietor's intentional or negligent misconduct.
- 3.5 The Proprietor will neither be responsible nor liable to the Client for any loss, damage or injury to any property or person which may result as a consequence of the Horse(s) escaping from any paddock or stable.
- 3.6 The Client hereby covenants and agrees with the Proprietor that neither the Proprietor, nor any Third Party Service Provider, nor their respective servants, agents and employees, will be liable to the Client for any loss or damage which the Client may incur as a consequence of the death of the Horse(s), or the Horse(s) contracting any illness or disease, or sustaining any injury, howsoever caused, whilst at the Stud.

4. Client's Indemnity

The Client hereby covenants to indemnify and to keep indemnified the Proprietor against all costs, claims, expenses, damages and proceedings which may arise out of or in any way connected with the behavior of the Client's Horse(s).

5. Third Party Service Providers

If the Proprietor reasonably believes that the condition of the Client's Horse(s) is such as to require treatment by any Third Party Service Provider, the Client hereby authorises the Proprietor to engage the services of such Third Party Service Provider(s) as the Proprietor considers necessary, including but not limited to veterinarian, chiropractor or farrier, for the purposes of examining, diagnosing and treating the Horse(s), then:

- (a) all charges payable to such Third Party Service Provider(s), including but not limited to, professional fees, medications and transport costs to and from any surgery or animal hospital, will be borne by the Client and will be payable by the Client to the Proprietor and/or Third Party Service Provider, within 30 days of invoicing; and
- (b) no action will be laid against the Proprietor or any of its servants, agents or employees, by reason of the death or injury of the Horse(s) due to or contributed to by the treatment or non-treatment of the Horse(s) by any Third Party Service Provider, or the application of any course of medication, notwithstanding that the Proprietor or its servants, agents, and/or employees ought reasonably have been aware of the Horse's condition requiring such treatment or medication.

6. Visitation

The Client may, by appointment with the Proprietor, visit the Stud for the purpose of inspecting the Client's Horse(s). Such visitation will be entirely at the Client's own risk and the Proprietor will not be liable for any injury, howsoever caused, sustained by either the Client or any other party who may accompany the Client when visiting the Stud.