

Training Contract



PARTIES

Nicole Tracy Mackenzie-McOwn trading as Mellizo Park Equestrian Centre (Mellizo Park) and the person named in **Item 1 (Owner)**.

TERMS

THE HORSE

The Owner owns or is lawfully entitled to possession of the Horse identified in **Item 2**.

FEES

The Owner must pay to Mellizo Park the fees as set out in **Item 3**.

The Owner must pay the fees to Mellizo Park on the earlier of 7 days from receipt of invoice or prior to the Horse being removed from Mellizo Park on completion of the Contract. All fees and reimbursements of expenses must be paid in full prior to the Horse being removed from Mellizo Park. The Owner must reimburse Mellizo Park for the cost of any farrier, dentist, worming, veterinary or other expenses incurred by Mellizo Park in relation to the Horse.

MELLIZO PARK'S OBLIGATIONS

Mellizo Park agrees to:

- provide training to the Horse as set out in **Item 4 (Training)**;
- provide normal and reasonable care to maintain the health and well-being of the Horse;
- keep fences and stables confining the Horse in good condition and repair;
- provide the Horse with drinkable water; and
- notify the Owner as soon as practicable after becoming aware that the Horse is sick or injured.

OWNER'S REPRESENTATIONS AND OBLIGATIONS

The Owner states and represents to Mellizo Park that the Horse:

- has no vices or bad behaviours except those disclosed in **Item 5**;
- has no pre-existing injuries except any disclosed in **Item 6**;
- is vaccinated for tetanus and strangles; and
- has no symptoms or illness or disease.

The Owner must:

- obey all rules and directions by Mellizo Park;

- wear an Australian Standards approved riding helmet and heeled shoes or riding boots on or around the Horse in proximity to any other horse on the property; and
- take care at all times to avoid harm to him or herself.

MELLIZO PARK'S RIGHT TO ENGAGE A VET

The Owner appoints Mellizo Park as his or her agent with full power to engage a vet to examine and treat the Horse, at the Owner's expense if so required in the sole opinion of Mellizo Park. In the case of an emergency, Mellizo Park will attempt to contact the Owner but, in the event the Owner is not reached, Mellizo Park is authorized to secure emergency veterinary and/or farrier care at the Owner's expense.

TERMINATION OF CONTRACT

Mellizo Park may terminate this Contract immediately:

- if the Horse is deemed unsuitable for Training or unsafe at the sole discretion of Mellizo Park; and
- if the Horse is injured or unfit to participate in the Training.

Otherwise, Mellizo Park or the Owner may terminate this Contract by providing 14 days written notice to the other party. The Owner must pay to Mellizo Park any outstanding fees for agistment and Training prior to removing the Horse from the care of Mellizo Park. If the Owner fails to pay all outstanding Fees and remove the Horse from Mellizo Park within 14 days from written notice being provided then the Owner must pay agistment of \$14.00 per day until the Horse is removed from Mellizo Park.

INDEMNITY

The Owner indemnifies and holds Mellizo Park harmless from and against all claims, actions, losses, costs and expenses (including legal fees on a solicitor/own client basis) by reason of or relation to:

- sickness, injury or death of the Horse;
- breach of this Contract by the Owner;
- failure to pay money when it falls due for payment;
- damage caused by the Horse to any person or property;
- the exercise or attempted exercise by the Owner of any rights or powers under this Contract or at law.

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LIABILITY

Mellizo Park and its employees, agents and contractors, whether acting in their own right or as agent of the Owner will not be liable to the Owner by reason of or relating to:

- sickness, injury or death of the Horse;
- loss of or damage to the goods, or any personal property in the possession or under the control of any person allowed onto the property by Mellizo Park; or
- death of or harm to the Owner -

however caused including, without limitation, the negligence of Mellizo Park. If the above exclusion of liability is declared void or unenforceable by a court, Mellizo Park's liability is limited to the cost of re-supplying the Training.

GENERAL

- If a party comprises 2 or more persons, this Contract binds them together and individually;

- The Law of Victoria applies to the construction and application of this Contract and the parties submit unconditionally to the exclusive jurisdiction of the courts and tribunals of that states in relation to any claim or dispute between them arising under or in connection with this Contract.
- This Contract embodies the entire understanding and the whole agreement of the parties relative to its subject matter. All prior representations, statements, warranties, arrangements or promises (if any) made or given (whether express or implied) relating to the subject matter of this Contract or the intentions of the parties are merged in and superseded by this Contract. The Owner acknowledges and agrees that it has not relied on any representation, statement, warranty, arrangement or promise that is not expressed in this Contract.

Date:

.....
Signature of Nicole Tracy Mackenzie-McOwn for and on behalf of Mellizo Park

.....
Signature of the Owner

Training Contract



SCHEDULE

Item 1 – Owner

Name:
 Address:
 Ph:
 Email:

Item 4 - Training to be provided by Mellizo Park

- Dressage Training
- Re-start under saddle
- Other:

Item 2 – Horse

Name:
 Age: Sex:
 Breed:
 Height: Colour:
 Date last wormed:
 Date last dental treatment:
 Date last farrier:

Item 5 – Vices (if none, say 'nil')

Item 3 – Fees

- Training fee of \$77 per ride
- Full time Training fee of \$385 per week
- Agistment of \$22 per day for a private paddock
- Agistment of \$14 per day for a shared paddock

(delete options not applicable)

Item 6 – Pre-existing injuries (if none, say 'nil')