

Livery Agreement

The AGREEMENT

This agreement is made on the XXXXXXX between the parties XXXXXX (hereafter referred to as the HORSE OWNER) and Pony Tales Stables, Faha, Killarney, Co Kerry (hereafter referred to as the PROPRIETOR).

This agreement relates to livery services as provided for - ____XXXX_____
The owner confirms that the horse is passported through ____to be advised____ and is has the unique equine reference number (**Insert passport number**) ____to follow____ and _____

The HORSE is to be on a DIY/ Part/ Full/ Grass/ Working (**Delete as appropriate**) livery basis at the yard as detailed above for the agreed sum of **XXXX PLUS VAT @13%** per calendar week. This is payable by the HORSE OWNER to the PROPRIETOR week in advance monthly by direct debt.

(1) Under the terms and services of the above livery type, responsibility of the following care of the horse lies solely with the HORSE OWNER (**Amend as appropriate for livery type and responsibilities**)

As you have selected the Part livery option, we will carried out the following

TYPE OF LIVERY

(2) The livery period will start on XXXXXX and continue for XXXXX. If the HORSE OWNER or PROPRIETOR wishes to terminate the livery agreement the HORSE OWNER will inform the PROPRIETOR in writing, no less than one MONTHS' notice before they wish to terminate the contract. The HORSE may be moved from the yard during this time but a full period of notice must be paid in full.

(3) In the event that livery fees go unpaid for more than one month after monies are first due the PROPRIETOR reserves the right to sell the horse or items of tack in order to recoup costs as long as the HORSE OWNER is notified in writing of the intention to sell at least 7 days before the date of 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 30 days of sale.

(3.1) The PROPRIETOR agrees that they shall at all times during the period of livery provide a safe and suitable environment for the horse to be kept and any agreed 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

(4) Facilities and The Yard: ACCESS to the arena maybe limited to not interfere with lesson, camps, or schooling of the business if the proprietor

(4.1) Throughout the term the PROPRIETOR shall give the HORSE OWNER access, during reasonable business hours of the Yard, to the Horse and all premises where the Horse is kept,

(4.2) The HORSE OWNER shall observe any rules or requirements relating to those premises as notified to the Owner by the Yard.

(4.3) All droppings shall be removed from all riding areas and yard areas by the HORSE OWNER, after use

(4.4) All jumps must be put away when finished with.

(4.5) The HORSE OWNER shall wear suitable clothing and footwear at all times whilst riding and on the yard,

(4.6) The HORSE OWNER agrees to advise the PROPRIETOR is the horse is to be absent form the yard for any period of time and to advise them of when the horse will return to the premises.

(4.7) No children under the age of 16 shall be allowed onto the yard unless fully supervised by the HORSE OWNER.

(4.8) Horse owner will not be allowed for private use whilst lesson are going ahead

(4.9) Horse owner will not be allowed to employ an outside instructor unless agreed with proprietor and that person has insurance to cover both themselves and horses rider.

(5) It is the responsibility of the PROPRIETOR to ensure that all horses and persons on the yard are suitably insured with at least third party insurance. However, the HORSE OWNER must ensure that the HORSE is suitably insured for third party liability and any activities they wish to partake in.

(5.1) Horse owner is not permitted to ride or lunge without suitable safety clothing, i.e. hats, boots etc.

(5.2) Horse owner is not permitted to use any other person's equipment without consent

(5.3) Horses owner is not allowed to use the grazing fields unless agreed with PROPRIETOR

(6) Veterinary and Other Services:

Farrier Details

Vet Details

(6.1) It is the responsibility of the HORSE OWNER to ensure that the HORSE is suitably shod at all times.

(6.2) It is responsibility of the HORSE OWNER to ensure that the HORSE is fully vaccinated- as required- for Equine Influenza and Tetanus.

(6.3) The cost for all veterinary, farriery and alternative treatments lie solely with the HORSE OWNER.

(6.4) The HORSE OWNER agrees to abide by the worming programme as laid out by the PROPRIETOR. The responsibility of the worming costs lies solely with the HORSE OWNER.

(6.5) In the event that the PROPRIETOR believes the HORSE is in need of farrier or veterinary treatment they reserve the right to contact their own veterinary surgeon or farrier to undertake treatment provided that the PROPRIETOR has made all reasonable attempt to contact the HORSE OWNER before this decision is made. The responsibility of any arising costs lies solely with the HORSE OWNER.

(6.6) The HORSE OWNER will not instruct a member of staff to carry out additional work as stated in the type of livery option. If the HORSE OWNER does instruct a member off staff to carry out additional work without the PROPRIETORS advance permission, the PROPRIETOR reserves the right to charge an hourly rate of €20.00 in addition to the livery cost. This will be paid weekly.

(7) The OWNER agrees that if a VETERINARY SURGEON advises IMMEDIATE slaughter of the HORSE to prevent further suffering in the case of severe injury and the OWNER cannot quickly be contacted the Staff may give permission to the VETERINARY SURGEON on the OWNER'S behalf.

(13) No changes may be made to the terms of this agreement unless made by prior written agreement between the PROPRIETOR and HORSE OWNER.

(14) The PROPRIETOR recommends that the HORSE OWNER has the following insurance, personal accident for rider, Horse insured, tack insurance . We are not liable for any injury to Rider(unless rider is in our control), horse or Tack,

Signed

..... *(THE HORSE OWNER'S NAME PRINTED HERE)*

..... *(THE PROPRIETOR'S NAME PRINTED HERE)*