

In consideration of HADDEN FARM accepting delivery of any horse, the owner acknowledges and accepts the terms and conditions of agistment/spelling set out hereunder for all and any horses placed here at any time by him/her or their agent:

- It is the owners sole responsibility to correctly identify all horses at the time of delivery to Hadden Farm and Hadden farm shall not be responsible in any manner whatsoever in respect of any matter arising from the delivery of the wrong horse.
- It is the owners responsibility to advise Hadden Farm of any injuries or pre-existing conditions prior to the horses arrival at the Farm to ensure that all horses are free from any contagious diseases at the time of arrival and the owner shall be liable for any damages suffered by Hadden Farm in breach thereof.
- All horses shall be under the care and responsibility of Hadden Farm and its designated staff and veterinarians whilst at Hadden Farm and may receive such treatments and examinations at the owners expense as they shall, at their absolute discretion, prescribe (including feeding, hoof trimming, yarding and/or stabling) to maintain the horse in good condition. This will also include worming on arrival (and thereafter every 6-8 weeks approx.) and strangles and tetanus boosters on arrival (and thereafter once a year) – if these are due. Horses arriving too late in the day to receive these treatments on arrival will be yarded or stabled at the owners cost until treated. **Hoof Trim is charged at \$72 plus gst. Worming is charged at \$24 plus gst.**
- Hadden Farm will give all due care and attention to all horses but shall not be liable for any accident, diseases, injury or death to any horse whilst in their care or in transport. Insurance of all horses shall be the sole responsibility of the owner at all times and be at the owner's expense.
- The owner agrees to pay all charges applicable to any of his horses placed at Hadden Farm at any time, whether it be at his own request or at the request of his agent: i.e. trainer, veterinarian, bloodstock agent etc., within 14 days of the service rendered, for, but not limited to agistment/spelling fees (as set by Hadden Farm from time to time), transport to and from Hadden Farm, all treatments, examinations and medicine administered, whether by the veterinarian, employees of Hadden Farm or others and any other charges billed by Hadden Farm during the horse's stay at Hadden Farm.
- Hadden Farm may, at its absolute discretion, charge, and the owner shall be liable to pay interest at daily rates of overdue accounts at the current RBA Cash Rate.

**- Hadden Farm shall retain a lien over any horse in respect of an owner or agent 's unpaid fees or charges, irrespective of whether the horse is still at Hadden Farm or elsewhere, until payment is made in full. Hadden Farm shall have the power to sell the horse to recover such unpaid fees or charges should the same not be paid within 14 days after an account has been rendered. In this respect, the owner hereby appoints Hadden Farm as the owner's Attorney with the power to sell the horse if such fees or charges are unpaid as aforesaid and to execute all necessary documents to achieve that end. The owner further authorises the relevant registering body under which the horse is registered i.e. The Australian Studbook, The Harness Racing Authority, Breed Societies, etc., to transfer the ownership of the horse to the new owner.**

Hadden Farm agistment/spelling costs are determined by the horse's location on the Farm at 11:55 PM each day and in this regard , the horse is charged for the day of arrival and not the day of departure from Hadden Farm.

- No horse shall be removed from Hadden Farm without payment of all charges due unless removal is authorized by Hadden Farm, in which event the owner shall continue to be liable for all charges incurred until payment in full notwithstanding . For horses spelling or agisting in paddocks less than I month, Hadden Farm may, at its absolute discretion, charge a "catching fee" for owners requiring Hadden Farm staff to bring horses in to the departure area.

- Owners and trainers wishing to remove a horse from Hadden Farm are advised that:  
At least one days notice of departure is required for all horses in yards and three days notice for horses in paddocks.

NAME OF OWNER..... DATE.....

SIGNED (by owner or agent).....WITNESS.....