

HEAVEN & EARTH EQUINE RETREAT

CONTRACT FOR ACCOMODATION AND SERVICES

This Agreement is made on Date _____

AT _____

Between

(1) The Hemel en Aarde Farm, Hermanus ('The Yard')

and

(2) Name and Address of the Owner

The Owner is the owner of the Horse or the person to which the Horse has been loaned and wishes to engage the Yard to carry out the Services in respect of the Horse in accordance with this Agreement.

IN CONSIDERATION OF the payments and mutual promises contained in this Agreement the Yard and the Owner agree as follows:

1. THE SERVICES

1.1 The Yard shall at all times during the Term provide the 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 of a competent livery yard.

1.2 The Owner will notify the Yard in good time of any information or documents required by the Yard to enable it to perform the Services including without limitation, as well as any known vices, medical conditions and special requirements of the Horse.

1.3 During the Term the Yard will keep appropriate records of all acts and work done by it, in relation to the Services and at the request of the Owner.

2. FACILITIES TO BE PROVIDED AND THE DUTIES OF THE YARD

2.1 Throughout the Term the Yard shall give the Owner access, during the business hours of the Yard, to the Horse and all premises where the Horse is kept. Outside of business hours is acceptable with agreement.

2.2 The Yard shall ensure that the physical and emotional welfare of the Horse is foremost at all times.

2.3 During the Term, the Yard shall engage for the purposes of the Services sufficient persons that are suitably skilled and experienced, and where appropriate, professionally qualified in providing similar services.

2.4 The Yard shall develop and publish, with veterinary advice, a Yard health policy to include without limitation policies on worming and vaccination.

2.5 Within the Standard Monthly Fee (as specified in Schedule 2) the Yard shall provide the following in respect of the Horse:

- I. Daily individual care :
 - a. All over examination (twice a day)
 - b. Hooves checked and picked out (twice a day)
 - c. Hard feed and forage (twice a day)
 - d. Morning turn out and evening turn in, when Horse is stabled
 - e. In season Fly spray applied (twice a day)
 - f. All supplied fly masks and rugs will be put on, taken off or changed as required (as specified in Section 3.5).
- II. Grazing with shelter available at all times, with paddocks cleaned frequently.
- III. An adequate supply of quality hay and/or lucerne (type as available).
- IV. The provision of hard feed within our selected core range (or as agreed with the Owner).
- V. The preparation of all feeds, to include all supplements and additives supplied by Owner.
- VI. An unlimited supply of fresh, clean water.
- VII. Secure fencing to all areas used by the Horse.
- VIII. Notify the Owner in advance in order to arrange vaccinations, worming, shoes or trim, dentistry etc.
- IX. Handling and attending during routine vet/farrier/trimmer/ dentist visits during business hours Monday – Friday.
- X. Notifying the Owner of any conditions or injuries that require vet or other professional to be called out, where possible. In emergencies the Yard reserves the right to call the vet if the Owner cannot be notified for any reason.
- XI. An area of hard standing where the Horse may be groomed, shod etc.

3. DUTIES OF THE OWNER

3.1 The Owner shall ensure that the Horse is provided with all those matters set out below and that all information supplied in Schedule 3 remains current.

3.2 The Owner shall observe any rules or requirements relating to those premises as notified to the Owner by the Yard.

3.3 The Owner shall confirm (and provide documentary evidence within the Horse's Passport) that the Horse is fully vaccinated for AHS and Flu/Tetanus before being transported to the Yard. Horses should have at least rear shoes removed if they are to share grazing with other Horses. Horses will be treated with an appropriate worming product [Equest + Tape] on arrival and invoiced to the Owner if they do not supply their own product.

3.4 In the event that the Owner fails to ensure that the Horse is provided with any of the relevant matters set out in Section 5, the Owner agrees that the Yard may undertake this work and charge the Owner in accordance with the sums set out in this Agreement or where not covered by this Agreement, at the market rate plus an administration fee of 10%.

3.5 The Horse is provided with appropriate equipment such as a halter, fly mask, appropriate rugs (to allow for different weather conditions). Plus any additional equipment necessary for the Horse's specific care e.g. bandages, boots etc.

3.6 The Owner agrees that in the event that the manager of the Yard believes that the Horse is in need of urgent veterinary / farrier attention, the Yard may summon a veterinary surgeon / farrier and authorise any essential treatment, provided that the Yard makes all reasonable attempts to contact the Owner before such work is carried out. The Owner agrees to take responsibility for veterinary / farrier fees on their own Account incurred in accordance with this paragraph.

3.7 The Owner shall inform the Yard if the Horse is to be absent from the Yard's premises and when the Horse will leave and return to the Yard's premises. For the sake of the health of all animals at the Yard, Horses will not be permitted to leave during any periods of notified infectious diseases or relevant travel restrictions. If at any time the Horse leaves the Yard temporarily, the Owner will ensure that contact is only made with the Horse's own equipment e.g. Buckets, to prevent contagion with outside infection, diseases or parasites.

3.8 The Owner agrees not to bring any pets to the premises at any time and shall ensure that no children under the age of 18 years are brought onto the premises unless agreed in advance with the Yard and remains under the supervision of the Owner at all times.

3.9 The Owner shall wear appropriate dress at all times when in the vicinity of the Horse, including without limitation, suitable footwear with a flat sole and a small heel.

3.10 The Owner shall at all times remain responsible for ensuring that:

- a) The Horse is attended by a trimmer at least every 4 weeks or a professional farrier at least every 8 weeks.
- b) The Horse is attended by a professional equine dentist at least once every 12 months.
- c) The Horse is wormed in accordance with the policy of the Yard and is provided with fly and parasite repellents' during appropriate months.
- d) The Horse is vaccinated in accordance with the policy of the Yard.
- e) A minimum of third party insurance is maintained in respect of the Horse.

3.11 All standard fees under Schedule 2 and additional charges under Section 5 related to the Duties of the Owner or any additional services agreed, are paid within One [1] month of the delivery of the invoice.

4 FEES, TERMS OF PAYMENT AND FINANCIAL MATTERS

4.1 In consideration for the provision of the Services, the Owner will pay to the Yard the Fee, as specified in Schedule 2, and any additional sums due under this Agreement.

4.2 In the event that the Fee or any additional sum due under this Agreement remains unpaid for more than three (3) months after they first become due, the Owner agrees that the Yard will contact their appointed credit management company, currently Accountability (www.accountability.co.za), to seek recompense from for the outstanding amount. This procedure could lead to the Owner's personal credit rating being adversely affected.

4.3 The Fee, as stated in Schedule 2 is to be paid monthly in advance. All Fees are reviewed bi-annually on 1st June and 1st January. Any changes will be notified to the Owner One [1] month in advance.

5 PRODUCTS AND SERVICES NOT INCLUDED IN STANDARD MONTHLY FEE

5.1 The following items and services will be charged in addition to the Standard Monthly Fee set out in Schedule 2:

- I. Feed supplements, non-standard feeds, oils and additives (as specified by the Owner).
- II. Fly spray and repellent products (which must be provided during appropriate months). These can be supplied by the Yard with a contribution added to the standard monthly fee.
- III. Worming products and regular worm count testing in line with Yard policy.
- IV. Veterinary and medical products, basic first aid can be covered in a separate monthly fee.
- V. Vaccinations and necessary injections.
- VI. Farrier/Barefoot trim.
- VII. Vet fees and medications
- VIII. Other routine treatments such as dentistry.
- IX. Other services as requested by the Owner, such as lunging, schooling, outrides and training.

5.2 Additional costs will be notified to the Owner and agreed in advance, wherever possible (i.e. in exceptional circumstances). If not invoiced directly, charges will be added to the Owner's monthly invoice from the Yard and will be payable within one month of delivery of the invoice. When billed via the Yard, these charges may be subject to a 10% administration fee.

6 TERM AND TERMINATION

6.1 This Agreement shall last for the Term as prescribed in Schedule 1, subject to earlier termination in accordance with this Agreement.

6.2 The Yard or the Owner may at any time terminate this Agreement or any part of it by giving written notice to the other of not less than the Notice Period, as defined in Schedule 1.

7 GENERAL

7.1 No amendment of the terms of the Agreement shall be valid or binding unless made by prior written agreement between the Yard and the Owner.

7.2 The Owner agrees to waive any liability on the Yard for any personal injuries, personal property and any illness or injury to the Horse.

7.3 This Agreement shall in all respects be governed by and construed in accordance with South African law and the parties thereby submit to the exclusive jurisdiction of the South African Courts.

IN WITNESS of which this Agreement has been duly executed and delivered on the date written above.

SIGNED BY:

For and behalf of the **YARD**

Signature: _____

Name: _____

SIGNED BY:

For and behalf of **THE OWNER**

Signature _____

Name: _____

Title: _____

If not completed in person, please scan and email this Contract and Schedules, completed and signed to jo@heafarm.co.za or post to Doug Ross, Postnet Suite #226, Private Bag X16, Hermanus 7200 prior to the Horse arriving at the Yard.

Any questions or queries please call Jo on 082 898 3353 or email her at jo@heafarm.co.za

SCHEDULE 1

DEFINITIONS

TERM	MEANING
“Business Hours”	The normal business hours of the Yard are 8.30am – 5.30pm, Monday – Friday.
“Fee(s)”	The standard monthly fee set out in Schedule 2 plus any charges for items and services listed under Section 5.
“Horse”	The Horse(s) named and detailed in Schedule 3.
“Notice Period” (amount of notice required)	One [1] month notice is required to terminate this Agreement. This month must be paid for in advance.
“Services”	The standard services listed in Section 2 and its sub-clauses of this Agreement. Plus any other additional services that the Yard and Owners may agree.
“Term”	<p>This Agreement shall last from [] to [].</p> <p>Or until either the Yard or the Owner terminates it having given One [1] month’s notice.</p>

SCHEDULE 2

STANDARD MONTHLY FEE

The Monthly Fee for the standard services as set out in Section 2 are R3,850 per calendar month per horse. This is for full time Live out.

An additional fixed monthly cost of R200 per month can be added to include a vitamin/mineral supplement, rock salt, basic first aid products and application and fly spray in season. Alternatively, Owners can provide their own. Please advise.

The Fee is to be paid monthly in advance and must be paid for all months from the commencement of this Agreement including the month of notice.

Additional services such as Bodywork, training, and exercise shall be billed at the end of the month. Should the horse need to be stabled at any time this is subject to an additional cost per day, to cover bedding, labour and any additional care and feed.

SCHEDULE 3

EQUINE GUEST INFORMATION

OWNER

Name	
Residential address	
Home phone no.	
Work phone no.	
Cell phone no.	
ID or Passport Number	
Email address (for correspondence and invoices)	
Payment method	

HORSE 1

Name	
Date of Birth/Age	
Passport no & dates/ref for last AHS and Flu/Tet vaccinations (copies must be provided)	
Insurance – type of cover and details	
Breed	
Sex	
Height (hh)	
Colour	
Identifying marks/brands	
Equipment supplied for the Horse	
Microchip details	
Additional info e.g. vices, medical conditions and special requirements	

VETERINARIAN – if specified

1st Choice

Name	
Contact details	
Account name	

2nd Choice

Name	
Contact details	
Account name	

FARRIER/TRIMMER – if specified

Name	
Contact details	
Attendance routine	

SCHEDULE 3 CONT.....

DENTIST – if specified

Name	
Contact details	
Attendance routine	

EMERGENCY CONTACT DETAILS (NEXT OF KIN OR ALTERNATIVE CONTACT)

Name	
Relationship to Owner/Horse	
Home phone no.	
Work phone no.	
Cell phone no.	

Should any of these details change please let the Yard know to ensure our information is up to date.
Email jo@heafarm.co.za any updates or if you have any queries. Thanks.