



VICTORIAN FARMERS FEDERATION – STANDARD AGISTMENT AGREEMENT

The stock owner acknowledges that by delivering stock to the agistment property being the property described in item **(D)** in the schedule, and the landowner acknowledges that on acceptance of the stock agistment, the stock owner and the landowner shall be deemed to have accepted the following terms and conditions as signed in this agreement with the attached schedule.

It is in the mutual interest of both landowner and stock owner to ensure that the agistment of stock on the agreed land at the agreed rate is beneficial to both parties.

1. The stock owner warrants that:

- the stock owner is the sole stock owner or an authorised representative of the stock owner;
- the stock owner's details in the attached schedule are correct.

2. The landowner warrants that:

- the landholder has tenure of the land;
- no other livestock will be put in with the agisted stock;
- the agisted property is adequately fenced;
- adequate water is available for the agisted stock;
- the stock owner has unrestricted access to inspect and handle the agisted stock and to carry out any required stock management procedures;
- the landholder's details in the attached schedule are correct.

3. Notices

A notice may be given by delivering it in person, posting it to the address set out in the schedule for this agreement or as last known to the sender, or sending it by fax to the number set out in this agreement, or as last known to the sender. A notice is considered to be delivered two days after it was posted, or if sent by facsimile, when the sender's facsimile machine produces a report showing that the facsimile was sent to the stock owner's facsimile number.

4. Disputes

If a dispute arises, the landholder or the stock owner may refer the dispute to a single arbitrator agreed by both parties or, if there is no agreement, appointed by the Executive Director of the Victorian Farmers Federation. Under the powers of the *Commercial Arbitration Act* 1984, the arbitrator's decisions, including those regarding the apportionment of the arbitration fees, are final and bind the landholder and stock owner.

5. Responsibilities for health and welfare of agisted stock

Unless otherwise stated in item **(H)** or **(I)** of the schedule, or the parties otherwise agree in writing to the contrary, the stock owner is solely responsible for the health and welfare of agisted stock at all times. The stock owner or nominated representative will inspect the stock at intervals agreed with the landholder. Both the stock owner and landholder agree to comply with appropriate codes of practice and legislation to protect the welfare of livestock. If the landholder believes the stock need veterinary treatment or supplementary care, food or water, the landholder will contact the stock owner or representative and explain the reason for concern.

Either party must notify the other immediately if they become aware that the stock are suffering from any significant or notifiable sickness, disease or injury. The landholder must not remove agisted stock from the property without the stock owner's consent, except where there is an emergency (for example, fire or flood). In this case the landowner must promptly inform the stock owner of the new location of the livestock. It is the stock owner's responsibility to insure the stock against all risks while they are on the property or being transported.

THE ABOVE TERMS AND CONDITIONS AND THE DETAILS IN THE FOLLWING SCHEDULE ARE AGREED:

Landholder: Signature _____ Date _____

Stock Owner: Signature _____ Date _____

Disclaimer: the Victorian Farmers Federation accept no liability for loss arising from the use or misuse of this document.

SCHEDULE TO AGISTMENT AGREEMENT (Items not required should be ruled out and initialled by both parties)

(A) Landholder's details

Name: _____ Phone: _____ Fax: _____
Address: _____ Post Code: _____

(B) Stock owner's or stock lessee's details

Name: _____ Phone: _____ Fax: _____
Address: _____ Post Code: _____

(C) Stock owner's representative

Person to be contacted by landholder regarding emergency or major veterinary treatment, when stock owner is unavailable

Name: _____ Phone: _____ Fax: _____

(D) Description of property in which stock are to be agisted (a detailed description or map can be attached)

(E) Stock (a detailed stock listing can be attached)

Number of stock: _____ Type: _____ Breed: _____ Sex: _____
Brands/eartags: _____ Tailtag numbers: _____
Identifying marks: _____

(F) Fees and accounts

The stock owner agrees to pay fees of \$ _____ per head per week, or at the rate described below.

The agistment fee cannot be varied for the first 60 days of the agreement. After this time, either party may seek to vary the rates upon giving 30 days notice. The landholder will send agistment accounts to the stock owner each month. The accounts are due and payable within _____ days from the date they are given. The landholder must keep records of all costs and expenses forming part of the accounts and allow the stock owner to inspect the records at all reasonable times during business hours.

(G) Agistment period and ending the agistment

The planned agistment period is from _____ (date) until _____ (date)

This agistment may be ended at any time by mutual consent. Either party may end this agreement by giving 30 days written notice. In this case the stock owner must pay the whole of the outstanding agistment debt and arrange for removal of the stock from the property. If the stock owner does not remove the stock from the property with 30 days after the notice is given, the landholder may remove them under the rights available for impounding stock lawfully on a property.

(H) Special conditions

The landholder and the stock owner should both initial each aspect of the stock's welfare for which there is agreement about the landholder's or stock owner's responsibility and initial who is to be responsible to pay the cost

For columns (i) to (iv) INITIAL IF YES	(i) LANDHOLDER RESPONSIBLE	ii) STOCKHOLDER RESPONSIBLE	iii) PAID BY LANDHOLDER	iv) PAID BY STOCK OWNER
TREATING STOCK (specify treatment)				
ARRANGE VETERINARY CHECKS (specify)				
FENCE MAINTENANCE AND REPAIR				
SUPPLEMENT WATER SUPPLY				
SUPPLEMENT FEED SUPPLY (feed type)				
PROVIDE SHELTER				
MOVE STOCK TO SHELTER				
OTHER DUTIES				

(I) Names of any other service contracts which are to be included in this agreement, for example; agreements regarding stud, training, culling or milking services.

(J) Signature of landholder: _____ Signature of stock holder: _____

If available space is insufficient, attach additional pages. Ensure that the landholder and stock owner obtain copies of all attachments.