

Services



Lower Macdonald, NSW

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Email: enquiries@crosspark.com.au

Cross Park Stud is located on the peaceful Macdonald River, 5 minutes from Wisemans Ferry.

(40 minutes from Glenorie, 45 minutes from Windsor, 1hour 15 minutes from Sydney CBD & 1 hour from Central Coast)

A Beautiful relaxed and tranquil environment, boasting premium training and care facilities . Ideal for resting/spelling horses through to performance horses.

The stud is under constant supervision and your horse will be cared for like it is one of our own. At Cross Park Stud we are sure to have an Agistment option to suit you and your horses needs.

Rates & Packages Available

SPELLING - Group pasture turnout. Post & Rail fencing. Pasture improved paddocks. Daily supervision. Worming, farrier & dental programme

Prices from \$80 per week

PRIVATE SHARE Paddock – 2-3 Horses per private paddock. Sheltered night yards. Daily Feeding & Rugging options. Post & Rail fencing. Daily supervision. Worming, farrier & dental programme

Prices from \$150 per week

PRIVATE FULL BOARD - Short & Long Term Holidays. Private paddock, Sheltered night yard. Daily feeding & rugging. Post & Rail fencing. Daily supervision. Worming, farrier & dental programme. Exercise and grooming services available.

Prices from \$250 per week

Additional services & fees can be discussed to suit your needs. All agisters have access to our premium facilities and services

What we can offer & our facilities



- Professional fencing
- Pasture improved grazing
- Sheltered night yards
- Stable & storage options
- Large secure sand arena
- Large secure grass arena
- Two roundyards
- Grass Jumping area
- Warm water Washbay
- Mare & Foal Crush
- Tie up areas
- Float hire & transport
- Specialised care – feeding and rugging
- Scheduled vet and farrier visits
- Family friendly
- Regular onsite ridden clinics





CROSS PARK

HORSE AGISTMENT AGREEMENT

This is an agreement for the agistment of horses made the day of _____, 20

No. of Horses _____

Date of Agreement _____

Between: Agistor: John McNiven c/- Cross Park Stud, 335 Settlers Rd, Lower Macdonald NSW 2775 and (the Agistee") whose particulars are as follows:

NAME			
ADDRESS			
CITY		STATE	
CONTACT PHONE	HOME	BUSINESS	
	MOBILE	OTHER	
EMAIL			
CONTACT METHOD			
ALTERNATIVE CONTACTS			

TERMS

- The agistor occupies the land described above and as set out in the attached Schedule.
- In Wiling the requirements of this contract, the agistee has the right to agist the horses set out In the Schedule commencing from the date this contract Is entered into and ending one full calendar year following that date unless the right Is ended sooner.
- This contract must be renewed annually. A grace period of one fortnight is provided.
- The agistee agrees to abide by the rules of the property. The agistor reserves its rights to amend these rules from time to time and when doing so will give notice to the agistee. The rules of the property including and in addition to those set out in the below contract and Schedule are available to the agistee on request. Such rules are binding on the agistee.
- The agistee has the right to use common facilities within the property as set out in the Schedule from the hours of) 00 (to YYY, or at any other time with prior agreement unless such facilities have been booked for use by a clinician.
- The agistee has the right to use all facilities specific to their horses within the property as set out in the Schedule from the hours of XX to YYY, or at any other time with prior agreement.

CONDITIONS:

The agistor agrees to agist the agistee's horse(s) identified in the attached Schedule at the Agistment property at 335 Settler Rd, Lower Macdonald on the conditions set out below:

1. The agistee agrees to pay all the Agistor's agistment fee and any other charges (as set out in the Schedule) which will be rendered and payable weekly or fortnightly. Interest at 2% per month is payable on accounts overdue 30 days. A minimum of 2 weeks In advance Is payable on commencement of this agreement.
2. The agistee must disclose to the agistor or its agent any and all of the agisted horse's known vices and by entering into this contract hereby declares that they have done so. The agistee agrees to an ongoing duty of disclosure In this regard.
3. The agistor or its agent will take all reasonable steps to maintain the property and its facilities in good condition and working order. However the agistee acknowledges and agrees that the horse/s remain at the agistee's risk at all times. It is the agistee's responsibility to insure the horse/s and any progeny against foreseeable risk while It/they is/are at the agistment property or being transported to and from the property.
4. The aglstor shall not be responsible for any disease, illness or Injury howsoever caused or arising whilst transporting the horses to and from the agistment property, at, or within the property.
5. The agistee will notify the agistor or its agent Immediately If they become aware the horses suffers or has been In contact with any significant, notifiable, or noteworthy sickness, disease or Injury.
6. The agistor or its agent will notify the agistee immediately If they become aware the horses suffers or has been In contact with any significant, notifiable, or noteworthy sickness, disease or injury.
7. Veterinary services for the horses and/or progeny may be provided/arranged at the discretion of the agistor or its agent in consultation with the agistor's nominated veterinarian or in the alternative with the agistee's nominated veterinarian of choice where it is reasonable to do so. The agistor or its agent will make all reasonable efforts to liaise with the agistee prior to engaging a veterinarian and will consult with the agistee as regards the type, anticipated expense and extent of any veterinary treatment recommended or deemed necessary. If no contact can be made with the agistee, the agistee authorizes the agistor or Its agent to proceed with the veterinary advice and/or treatment recommended or deemed necessary. The agistee will pay all veterinary charges Incurred by the agistor pertaining to the horse/s set out in the Schedule on behalf of the agistee whilst the horse Is at the agistment property within a period of fourteen days, and irrevocably Indemnifies the agistor of these charges.
8. In the case of catastrophic injury or Illness the agistee authorizes the agistor or its agent to euthanise the horses on veterinary advice and where no alternative or humane treatment options are available. Every effort to contact the agistee prior to euthanising the horse/s in these circumstances will be made. The agistee will provide the agistor a true copy of the Insurance policy for the agistee's horse(s) upon signing of this agreement.
9. The agistee gives the agistor a lien over the horse/s and progeny for the payment of the agistment fees and all other charges and expenses which the agistee must pay under this agreement. The agistee may not remove the horse for its progeny from the property whilst any part of this agreement is NOT fulfilled by the agistee.

10. The agistor may sell the horse/s and/or its progeny at public auction or by private sale to recover any monies which remain unpaid for a period of 60 days after the agistor has sent to or otherwise provided the agistee with an invoice, account for payment or other written notice to the agistee that said monies are outstanding. This notice will clearly set out the charges incurred, amount payable and acceptable methods of payment.
11. The agistee irrevocably appoints the agistor as the agistee's attorney with the power to sell the horse/s and/or its progeny and to sign all transfers and other documents and do everything necessary to effect and complete the sale and to receive the purchase price and credit it towards the cost of sale and all monies owing. Monies recovered exceeding the amount owed by the agistee will be provided to the agistee where it is practicable to do so.
12. Appropriate attire must be worn at all times while riding anywhere on the agistment property. Particulars are set out in the Schedule.
13. Yards/Stables and Facilities must be kept clean and tidy. All rubbish must be removed or placed in bins or areas expressly provided for this purpose.
14. Worming will be performed by the agistor at their discretion and in accordance with the property's parasite management routine and the agistee will reimburse the agistor. Other routine horse care may be arranged at the discretion of the agistee or through consultation with the agistor or its agent. Should the agistee fail to arrange or perform this routine horse care, the agistee authorizes the agistor or its agent to do so on their behalf. The agistee will pay all associated charges for this care within a period of fourteen days and irrevocably indemnifies the agistor of these charges.
15. The agistee will not ride, handle or otherwise interfere with any other horses on the property not belonging to them without the consent of the relevant owner, the agistor or its agent unless such intervention is emergent and warranted by circumstance. Doing so constitutes grounds for cancelling this contract at the discretion of the agistor.
16. The agistee will not borrow, use, remove or otherwise interfere with any equipment not belonging to them which does not constitute part of the common facilities without the consent or direction of the owner of the equipment. If the agistee is found to have done so the agistor or its agent reserves its right to cancel this contract without notice.
17. Illegal/dangerous/malicious behaviour will not be tolerated by the agistor and in such circumstances this agreement can be cancelled by the agistor immediately and without notice.
18. Either party (agistor or agistee) can choose to cancel this agreement with a minimum of 14 days' notice save for the provisions in (15) and (18) above.
19. Upon the signing of this agreement the agistee is to provide a direct debit with the agistee's bank directing weekly payments for the agistment amount to the agistor's nominated bank account.
20. In the event that the agistee is a syndicate the agistor will require all members of the syndicate to personally guarantee payment to the agistor and all members of the syndicate shall sign the personal guarantee attached herewith.

AGISTEE's SIGNATURE	
PRINT NAME	
DATE	
AGISTOR's SIGNATURE	
PRINT NAME	
DATE	
WITNESS' SIGNATURE	
PRINT NAME	
DATE	

SCHEDULE

AGISTMENT COMMENCING	Click here to enter a date.
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PARTICULARS AND SCHEDULE OF FEES (cross box as appropriate)

AGISTMENT COMMENCING	APPLICABLE	PRICE PER HORSE PER WEEK
Shared paddock spelling & turnout	<input type="checkbox"/>	
Sheltered night yard and private paddock, with feeds 2 x day, rugging & unrugging	<input type="checkbox"/>	
Stable and shared yard with feeds 2 x day , rugging and unrugging	<input type="checkbox"/>	
Exercising/training	<input type="checkbox"/>	
TOTAL		

Total price per week: Horses details & Description:

NAME	DATE / YEAR OF BIRTH	SEX	BRANDS	DESCRIPTION	VIEW
		M/F			

Agistee's Preferred Veterinarian(s):

NAME			
PRACTICE			
CONTACT TEL		MOBILE	

COMMON FACILITIES

- Enclosed sand Arena and Round Yard
- Enclosed grass Arena and Round Yard
- Dirt arena
- Grass Jumping arena
- Wash bay
- Lie up area (external to sand round yard)
- Crush

FACILITIES WHICH MAY BE USED BY ARRANGEMENT

- Stables
- Cattle yards

PROPERTY RULES

- Outside the round yard, stables, yards and paddocks, horses must have a halter and lead or other restraint on at all times when not being ridden and remain under the control of the handler.
- Horses must not freely roam the property.
- Only designated Me-up spaces may be used.
- Cattle and sheep are not to be interfered with except with the express consent of the agistor or its agent.
- Horses must not enter stabling area and sheds except with the express consent of the agistor or its agent.
- No dogs allowed on the property except with the express consent of the agistor or its agent.

ACCEPTABLE ATTIRE

- Approved Safety Helmets must be worn while riding
- Enclosed shoes to be worn when handling horses The Property and Its Boundaries:
- All Vehicles to remain on the driveway in the designated areas at all times. Parking on grass at any time is prohibited
- No access to farm houses or swimming pool
- No access to boat ramp or pontoon
- No access to work shed or containers
- No access to uncommon facilities, paddocks or yards that may be quarantined or under management

'Subject to change

'ANNEXURE A' GUARANTEE

- 1.1. This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 1.2. The word guarantor means:

And (being two of the directors of the purchaser or, if the purchaser is a sole director or secretary corporation, the sole director/secretary).
- 1.3. If the guarantor has not signed this clause, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 1.4. In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
 - 1.4.1 Payment of all money payable by the purchaser under this contract; and
 - 1.4.2 The performance of all of the purchaser's other obligations under this contract.
- 1.5. The guarantor:
 - 1.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - 1.5.2 Must pay on demand any money due to the vendor under this indemnity.
- 1.6. The guarantor is jointly and separately liable with the purchaser to the vendor for:
 - 1.6.1 The performance by the purchaser of its obligations under this contract; and
 - 1.6.2 Any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 1.7. The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 1.8. If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 1.9. The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
 - 1.9.1 The granting of any time, waiver, covenant not to sue or other indulgence;
 - 1.9.2 The release or discharge of any person;
 - 1.9.3 An arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - 1.9.4 Any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;

- 1.9.5 Payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or 1.9.6 the winding up of the purchaser.
- 1.10. This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 1.11. This clause operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERD BY:	
IN THE PRESENCE OF:	
SIGNATURE OF WITNESS	
NAME OF WITNESS	

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IN THE PRESENCE OF:	
SIGNATURE OF WITNESS	
NAME OF WITNESS	