

**Jananth Pty Ltd**  
**(trading as GT Park Spelling**  
**Farm)**

**Terms and Conditions of Agistment**

The following are the current contractual terms of pre-training, conditioning, spelling and agisting at GT Park Spelling Farm ("GT Park") which operates a horse thoroughbred agistment farm at 1468 George Downes Drive, Kulnura 2250.

**TERMS:**

1. The Owner/s (or his/their Agent if applicable) hereby agree to pay all charges (including GST) in relation to fees including, pre-training, breaking-in, spelling & agistment fees, all treatments, examinations, procedures, operations and medicines administered whether by the designated veterinarian, employee of GT Park or others and other costs (including but not limited to third party costs and expenses incurred by GT Park in enforcing and collecting any debts) incurred by GT Park during the horse(s) stay at GT Park.
2. The Owner shall be responsible for all third party transport cost of the horse to and from GT Park and for all insurance arrangements of their horse(s) and acknowledges that their horse(s) is at GT Park at their own risk at all times and must inform GT Park of all insurance in respect of a horse.
3. The Owner authorises GT Park and any treatment provider appointed by GT Park including but not limited to veterinarians and including the servants, authorized agents and contractors appointed or retained by GT Park, to administer such treatments, examinations, procedures and operations as they in their absolute discretion prescribe.
4. The Owner hereby releases and indemnifies GT Park for any injury to, or sickness, disease or death of, a horse, whatever the cause, nor for any loss, damage or claim of any kind arising, directly or indirectly, or from whatever cause including but not limited to, the negligence of GT Park or any of its agents, contractors, employees or invitees and each horse is at all times at the risk of the Owner.
5. The Owner warrants that the sending of the horse to GT Park and the provision of procuring of Services for the horse is authorized by all persons whose authority or consent is, or might be, required for that purpose and
  - (a) that the horse is sound, well handled and not dangerous or diseased.
  - (b) the horse is registered with the Australian Stud Book
  - (c) the correct horse is delivered to GT Park
  - (d) the history of the horse as disclosed to GT Park is true and correct
6. The Owner agrees to indemnify and keep indemnified GT Park for any loss or damage suffered by GT Park arising from a breach of any of the above warranties, the release given under clause 5, the Australian Rules of Racing or the Australian Stud Book rules including but not limited to any obligations of the Owner in respect of welfare and/or traceability.
7. The Owner agrees to pay all fees and charges within 30 days of the invoice date. Interest at 2% per month will be applied to all overdue accounts with all debt recovery costs to be paid by the debtor.
8. GT Park is entitled to possession of, and a lien, over the horse and all documents in relation to the horse for the Amount Due and GT Park has the power to sell the horse to recover the Amount Due (which in this clause includes all costs and expenses in relation to the sale) and for the purpose of exercising the power of sale the Owner irrevocably appoints GT Park as the Owner's attorney with the power to sell the horse and to execute all documents necessary or desirable for that purpose. These Terms and a statement by GT Park of the Amount Due may be relied upon by any third party as conclusive evidence of the Amount Due and of the authority of GT Park to sell the horse and to give the buyer good title to the horse. The proceeds of sale are to be applied in payment to the Amount Due and any surplus is payable to the Owner, if more than one, to the Owner to whom the last invoice for the amount due was sent, on behalf of the Owners.

**DEFINITIONS:**

**Amount Due:** means the total amount payable by an owner to GT Park for fees charges, costs and expenses in respect of services including GST, any third party costs and expenses incurred by GT Park in enforcing and collecting any monies and interest payable pursuant to the Terms.

**Owner:** Means each Registered Owner, part Owner, Lessee, Manager of a Syndicate, Syndicate member and/or Trainer of a horse, for which any Services have been provided and in respect of a horse at GT Park for spelling, conditioning, pre-training and agistment and where there is more than one owner then all owners are jointly and severally liable to GT Park.

**Services** means any service of, or in respect of spelling, agistment, water-walking, conditioning and pre-training, without limitation, farrier, veterinary work, chiropractic, horse dentist, other therapies provided by GT Park or by an independent contractor engaged by GT Park.