



STABLING AGREEMENT

MEMORANDUM OF AGREEMENT made and entered into by and between:

DUNBLANE EQUESTRIAN CENTRE CC
NO 2006/107425/23
represented herein by BRIGITTE KIM KARELS
she being duly authorised hereto

AND

Full Names:

IdentityNumber:

Address:.....

.....

.....

Telephone Number:

(Home):

(Work):

(Cell):

(Email Address):

(herein referred to as "the Client")

THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. INTERPRETATION AND DEFINITIONS

- 1.1 The headnotes to the clauses in this agreement are for reference purposes only and shall not be used in the interpretation thereof.
- 1.2 In this agreement, unless the context otherwise requires:-
 - 1.2.1 words which signify or denote any gender shall import and include the other genders;
 - 1.2.2 a word to which a particular meaning is ascribed in any clause shall, unless otherwise indicated by or repugnant to the context, bear that meaning whenever it thereafter appears herein.
- 1.3 Unless inconsistent with the context, the following words and phrases shall have the meanings hereby assigned to them, viz:
 - 1.3.1 "Dunblane" shall mean DUNBLANE EQUESTRIAN CENTRE CC, No. 2006/107425/34;
 - 1.3.2 "the Client" shall mean the party described as such above;
 - 1.3.3 "the Centre" shall mean the equestrian centre conducted by Dunblane at 125 Sea Cottage Blvd, Bredell Ext 11, Kempton Park, 1623;
 - 1.3.4 "the services" shall mean the services offered by Dunblane at the Centre which includes the individual stabling, daily grooming and feeding of the client's horse, provision when deemed necessary of farrier and veterinary services, the use of the tack room for storage of tack and the use of the sand arena.

2. PREAMBLE

- 2.1 Dunblane operates the Centre and offers the services to clients.
- 2.2 The Client wishes to make use of the services.

3. ENGAGEMENT

The Client hereby engages Dunblane to render the services to the client and Dunblane hereby accepts such engagement upon and subject to the following terms and conditions, viz:

3.1 FEES:

- 3.1.1 The fees payable by the Client to Dunblane for the services (excluding additional services and veterinary and farrier services as more fully set out hereunder) will be the sum of R..... (..... Rand) per month payable monthly in advance on the first day of each and every month. The first of such payments will be payable on signature hereof by the Client and subsequent payments will be payable on the first day of each and every succeeding month. The aforesaid fees will be subject to the increase from time to time provided, however, that Dunblane will be obliged to give the Client not less than 1 (One) calendar months notice in writing of such increase.

- 3.1.2 Fees for additional services including but not limited to lessons, schooling and the like will likewise be payable monthly in advance and will be in accordance with the schedule of fees published from time to time by Dunblane in respect thereof. Fees in respect of such additional services, once called for by the Client and duly scheduled by Dunblane will not be refundable in the event of the Client neglecting or failing to make use of such services.
- 3.1.3 Fees in respect of farrier and veterinary services, equine dentist and instructors will be payable by the client on presentation of the account in respect thereof.
- 3.1.4 A surcharge of R250,00 (Two Hundred and Fifty Rand) will be levied by Dunblane and paid by the Client in respect of any fees not paid within 3 (Three) days of the due date for payment.

3.2 VETERINARY AND FARRIER SERVICES:

Dunblane will have the right to employ the services of such farrier and/or veterinary surgeon and/or equine dentist in respect of the Client's horse as it deems fit whenever it deems necessary at the cost of the Client.

The parties have further agreed that in respect of services supplied by Dunblane, Dunblane shall have the right to use Dunblane's suppliers exclusively.

3.3 DUTIES OF DUNBLANE:

Dunblane will:-

- 3.3.1 Provide individual stabling, adequate feed, grooming, care, supervision and grazing of the client's horse.
- 3.3.2 Allow the Client access to and use of the Client's horse at all reasonable times between 07h00 and 17h00 daily.
- 3.3.3 Take reasonable precautions against theft and/or injury to the Client's horse.
- 3.3.4 Provide tack storage facilities to the Client in Dunblane's tack room and access to such facilities at all reasonable times.
- 3.3.5 Allow the Client to use the sand arena at the Centre at all reasonable times between 07h00 and 17h00 daily.

3.4 DUTIES OF CLIENT:

The Client:-

- 3.4.1 will not, without the prior consent of Dunblane (which consent will not be granted unless all amounts payable by the Client to Dunblane and its suppliers have been settled in full) remove from the Centre the Client's horse or tack both of which are subject to Dunblane's storage lien.
- 3.4.2 will not, under any circumstances, give instructions to any groom employed by Dunblane.
- 3.4.3 will not engage the services of a tutor or trainer to operate at the Centre without the prior consent of Dunblane.
- 3.4.4 will abide by the house rules of the Centre as published by Dunblane from time to time and which house rules, which the Client acknowledges having perused, constitute an integral

part of this agreement. Dunblane will have the right to amend such rules from time to time as it deems fit.

- 3.4.5 will furnish any complaints it may have to Dunblane in writing.
- 3.4.6 warrants to Dunblane that the Client's horse and tack are the sole and exclusive property of the Client and that no other party has any right or claim thereto of whatsoever nature.
- 3.4.7 hereby waives and indemnifies and holds Dunblane harmless in respect of any claim which it or any other party may have arising from or in respect of any damage or loss which the Client or any such other party may have or acquire in consequence of harm or damage to the horse or any rider or user thereof whether arising from the negligence or otherwise of Dunblane or any of its servants, employees, agents, appointees or invitees.

3.5 TERMINATION:

This agreement will continue indefinitely unless terminated by either of the parties hereto on the expiry of two calendar months notice of such termination being given by such party to the other in writing.

3.6 BREACH:

3.6.1 In the event that either of the parties hereto ("the breaching party") commits a breach of any of the terms and conditions hereof and fails to rectify such breach within 7 (Seven) days of having been called upon by the other party ("the aggrieved party") in writing to do so, then the aggrieved party will be entitled, without prejudice to any other rights it may have in terms of law or this agreement:-

3.6.1.1 to enforce the provisions hereof; or

3.6.1.2 to cancel this agreement and to claim such damages from the breaching party as the aggrieved party may have suffered in consequence of such breach and cancellation.

3.6.2 Notwithstanding anything to the contrary herein contained, in the event that the Client fails to make payment of any amount payable in terms hereof on due date or within 7 (Seven) days after having been called upon in writing by Dunblane to do so, Dunblane will have the right in addition to any other rights it has in terms hereof, and is hereby furthermore irrevocably and in *rem suam* authorized and empowered without recourse by the Client, to sell and dispose of the Client's horse and/or the Client's tack kept at the Centre for such price/s and upon such terms and conditions as Dunblane in its discretion deems fit and to apply the proceeds of such sale/s to the reduction of the amount owing to Dunblane in terms hereof and to account to the Client for any surplus funds.

4. GENERAL

- 4.1 No act of relaxation, indulgence or grace on the party of either party shall in any way operate or be deemed to operate as a waiver by such party of its rights to timeous performance under this agreement or as a novation hereof.
- 4.2 This agreement constitutes the entire agreement between the parties hereto and no terms and conditions not contained herein shall be of any force or effect. No agreement purporting to vary, alter or terminate this agreement shall be binding unless reduced to writing and signed by the parties hereto.

AHS:

Dewormed:

Equine Influenza:

Tetanus:

Dentist:

Farrier:

8. What and How much food was your horse on at your previous yard?

9. Does your horse have any vices?
i.e.: crib-biting, wind sucking, kicking, biting, weaving

10. Please describe your horses:

General attitude:

Habits:

Likes and dislikes:

Eating Habits:

Handling Habits:

Under Saddle Habits:

Grooming Habits:

11. Please specify any personal requirements that you or your horse may need:

12. Do you allow Dunblane to administer medication & supplements?

GENERAL INFORMATION:

➤ **SAFETY & SECURITY OF YOUR HORSE:**

1. Dunblane recommends paddock boots.
2. Horses are led to & from the paddocks & stables.
3. All horses & Children have right of way at Dunblane.

➤ **DUNBLANE SUPPLIERS:**

1. Bapsfontein Animal Hospital (Jana Loots & Piet Engelbrecght) is our 24hr on call vets.
2. Fourways Equine Clinic & Witbos (Terry Casey & Roy) are our Surgical Vets
3. Glen Colby is our only Farrier at Dunblane & works on a 5 week rotation & all new horses will fall into this schedule.
4. Wayne Dale is our Equine Dentist, which comes every 6 months.

5. Vitaline Feeds, are our sole suppliers of feed.
6. Sandra Colby is Dunblane's resident instructor.

➤ **STABLE RULES & ETIQUETTE:**

1. Dunblane will not be held responsible for any rider that wishes to ride without proper safety gear & equipment.
2. All grass arenas are off bounds unless arranged with management before hand.
3. Dunblane stable hours are 7am – 8pm, unless discussed with Dunblane in advance.
4. If you wish to take your horse off the grounds, you must give Dunblane prior notice of fetching and returning times.

➤ **IN CASE OF EMERGENCY:**

1. Dunblane holds the right to contact the vet / Farrier / dentist at any time if Dunblane feels the urgency to, and the client/owner has to pay all bills in full.
2. Dunblane will contact you if your horse is in any way ill, and needs veterinary assistance.

➤ **MAINTENANCE OF HEALTH:**

1. **Horse Walker:** 3 times per week
2. **Farrier:** on a 5 week rotation schedule.
3. **Equine Influenza Vaccinations:** Every 6 months.(January & July)
4. **Deworming:** every 4 months. (January / May / September / December)
5. **African Horse Sickness:** once a year (November/December)
6. **Equine Dentist:** Every 6 months (February & August)
7. **Feed:** Vitaline Rider Cubes
8. **Tetanus:** Once a year.

➤ **VACCINATIONS & PASSPORTS:**

1. All horses with or without passports will be vaccinated by a qualified vet and the vet will stamp the passports.

➤ **NEW HORSES AT DUNBLANE:**

1. All new horses will be vaccinated for Equine Influenza and Dewormed on arrival.
2. They will be kept in an individual paddock for a week to familiarize themselves with the new routine and property.

➤ **INVOICING & PAYMENTS:**



CLIENTS MEDICAL DETAILS.

FIRST NAMES:

LAST NAME:

ID NUMBER:

PHYSICAL ADDRESS:

POSTAL ADDRESS:

IN CASE OF EMERGENCY:

Name:

Relation to you:

Contact Number:

Name:

Relation to you:

Contact Number:

MEDICAL DETAILS:

Doctor's Name:

Doctor's Number:

Medical Conditions:

Allergies:

MEDICAL AID DETAILS:

Name:

Medical Aid Number:

Main Member:

Main Members ID Number:



PRICELIST 2011:

| | | |
|--------------------------|--------------------------|-------------------------------------|
| Box Hire | 2 birth per day | R 400.00 |
| Box Hire | 4 Birth | R 800.00 |
| Boxing | Benoni Area | R 260.00 2 Birth // R250.00 4 Birth |
| Boxing | Maple Ridge | R 640.00 2 Birth // R550.00 4 Birth |
| Boxing | KEP | R 380.00 2 Birth // R340.00 4 Birth |
| | | |
| Dentist | Wayne Dale | R 400.00 |
| | | |
| Farrier | Full Set | R 545.00 |
| Farrier | Half Set | R 402.00 |
| Farrier | Trim | R 226.00 |
| Farrier | Bars | R200.00 |
| Farrier | Studs | R 50.00 |
| | | |
| Individual Paddock | Sand // Grass | R 120.00 Sand // R250.00 Grass |
| | | |
| Lessons GRP//PVT | School Ponies 30min | R 80.00 Grp // R120.00 Pvt |
| Lessons GRP//PVT | School Ponies 60min | R 130.00 Grp // R200.00 Pvt |
| Lessons GRP//PVT | School Horses (30min) | R 120.00 Grp // R160.00 Pvt |
| Lessons GRP // PVT | School Horses (60min) | R 170.00 Grp // R240.00 Pvt |
| Lessons (own horse/pony) | Group 1hr // Private 1hr | R150.00 Grp // R300.00 Pvt |
| Schooling | per Half hr | R 150.00 |
| | | |
| Medicines | Bute Powder | R 10.00 |
| Medicines | Equipalazone sachet | R 20.00 |
| Medicines | Phenylbutazone/ml | R 10.00 |
| Medicines | Depocillian/ml | R 6.00 |
| Medicines | Dewormer | R 150.00 |
| Medicines | Finadyne/ml | R 12.00 |

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|------------------|----------------------|-------------------|
| | | |
| Show Prep | horse washing | R 110.00 |
| Show Prep | tack | R 110.00 |
| | | |
| Name Tags | | R 250.00 |
| | | |
| Stabling | Pony | R 2 100.00 |
| Stabling | Horse | R 2 200.00 |
| Stabling | Stallion | R 2 400.00 |