

Grazing Agreement 2017/18

BETWEEN

WAITARA PONY CLUB (INC.)

“WPC”

AND

.....

“Grazer”

HORSE GRAZING AGREEMENT

Terms of Grazing: For Current and New Members

Before the 1st of August each year you will need to re-apply/apply for grazing on Waitara Pony Club grounds. You must submit an application for grazing in writing, to the committee, who will decide whether or not to accept or decline your application.

Through accepting this grazing agreement you will be expected to assist in club tasks as outlined below: 75% of grazing meetings attended by family 100% Graziers' Working Bee's attended Other events supported as outlined in membership application The Executive Committee will decide whether or not grazing will continue on the factors above.

Executive Committee Members for the 2017/18 Season

Rebecca Dearden - District Commissioner/President, Jill Adlam - Assistant District Commissioner, Lisa Hutton - Secretary,

Grazing Committee Members

Sonya Williams - Grazing Manager, Keith Laurence - Grounds Manager

Grazing members are not entitled to vote or hold office on the WPC committee unless they are the Grazing Manager, Grounds Manager or the Booking Officer. If you are the parent/caregiver of a Pony Club member grazing then you are entitled to vote and hold office.

Waitara Pony Club will allow you 28 days to find yourself alternative grazing should your application for renewal be declined. Within this time your horse/ponies must be removed.

New applicants please note: Before your application is approved by the WPC Committee you must meet with the Grazing Manager to see how communal grazing is run at WPC. This is to give you a full understanding of our grazing procedures and to ensure that all parties requirements can be met.

A. GRAZING RULES

1. Horses are to be grazed only in the areas and groups specified by the Grazing Manager at all times.
2. Horses will be penned in yards or paddocks during Pony Club events as directed by the Grazing Manager.
3. Hay will be provided during periods of little grass growth (June to August) which will be included in the weekly payments. The Grazing Manager will advise when hay feed out begins and the amount to be fed out. This hay is not to be removed from the grounds.
4. If extreme weather causes severe lack of grass, then grazers will be required to pay for additional hay not taken into account in this contract. WPC is not responsible for supplying this additional hay.
5. When feeding your horse extra feed the horse must be removed from the paddock to a yard or area away from the other horses.
6. All dung around the yards and tie-up areas must be removed that day to the manure bins.
7. All grazers will treat the Grazing Manager, other grazers, all officers and members of WPC with respect and courtesy at all times.

B. SAFETY RULES

8. All grazers must obey the safety rules which are displayed on the noticeboard at the clubrooms at all times.

C. HORSE WELFARE

9. All horses will be treated with respect and kindness at all times.
10. All grazers must meet at regular intervals, as determined by the WPC Committee in consultation with the Grazing Manager, on a day/time set by the Grazing Manager to worm all horses and discuss grazing matters.
11. All horses will have their teeth attended to annually.

12. All horses to have their feet cared for regularly by a farrier.
13. It is expected that horses will be kept in good condition by their owners at all times.
14. Where the Grazing Manager thinks a horse requires veterinary attention, a vet will be called in consultation with its owner, and to the cost of the grazer. In an emergency the Grazing Manager will contact a vet, at the grazer's expense.
15. Sick or lame horses must be rested.
16. Grazers will rug their horse in well-maintained covers, (water-proofed cover over winter months).

D. RIDING RULES

17. Grazers may ride in areas designated by the Grazing Manager only.
18. All riders under the age of 18, must be accompanied by another person 18 years or over while riding on the grounds.
19. All riders using Showjumping and Cross Country jumps must be supervised by someone 18 years or over with a working cell phone with credit on them.
20. All riders must wear back protectors when using the cross country course.
21. Grazers under 21 must at all times wear a riding helmet while handling a horse on the ground and when mounted.

E. REVIEW OF GRAZING AGREEMENT

22. WPC reserves the right to amend this agreement at any time. An annual review will take place in July.

F. TERMINATION OF GRAZING AGREEMENT

23. Either party may give the other one month's notice (28 days) to terminate this agreement for any reason whatsoever. Horses/ponies must be removed from WPC grounds by the end of the one month notice period. Keys must be returned to either the Secretary or the Grazing Manager before a horse/pony is removed.
24. If payment falls into arrears and all arrears are not paid within 10 days of WPC serving notice, this agreement will terminate at the end of the 10th day. Horses must be removed from the grounds within one month (28 days) of termination.

G. DISPUTES

25. The Grazing Manager has delegated authority from the WPC Committee to manage the day to day grazing arrangements with grazers. Where the Grazing Manager considers a grazer not to be abiding by the rules of this agreement s/he will refer the matter to the WPC Committee. There is no right of appeal if the WPC Committee decides to terminate a Grazing Agreement under Clause 23 or 24 above.

26. Where a grazer has a dispute with another grazer, the grazer must submit a complaint in writing to the Grazing Manager. The Grazing Manager's decision is final.

27. Where a grazer has a dispute with the Grazing Manager, the grazer must submit a complaint in writing to the WPC Executive Committee whose decision is final.

H. GENERAL

28. All horses grazing at WPC must be engaged in a regular activity, e.g. pony club, riding club, hacking, show jumping, trekking, dressage, hunting etc. and cared for on a daily basis by the grazer.

29. All grazing agreements will be held with a person over the age of 18. He/she will be responsible for any rider under the age of 18 years who manages the horse/pony in the agreement.

30. Your horse/pony must be cared for on a daily basis. This will be strictly enforced. Where a grazer cannot attend his/her horse daily then that grazer needs to make arrangements with another grazer to share this responsibility to ensure that their horse is still checked every day. If this is not complied with then your agreement will be terminated.

31. Horses are grazed in groups depending on the makeup of the horses on site at any one time. Each of these groups may be divided into smaller groups. The makeup of these groups is entirely at the Grazing Managers discretion. There is no provision to graze individual horses or an owner's horse(s) separately. Owners must not shift horses without permission of the Grazing Manager unless in emergency situations.

32. All herds are to be strip grazed and back taped. No exceptions.

33. Small Ponies or Mini's will be grazed in the Pony Paddocks. If there is an issue with ponies or horses, escaping/ causing repeated damage to the fencing or any WPC property, it will be the grazers' responsibility to replace or pay for damages.. The pony paddock is required to have manure cleaned out daily or every second day. Other arrangements may be considered with a written application to the Grazing Manager.

34. All grazers are required to complete a grazing application before 1st August each year and submit it to the Club Secretary for approval by the WPC committee. Failure to renew the contract will automatically be considered a termination and the grazer will be given 28 days' notice to remove the horse/pony.

I. PAYMENTS FOR GRAZING

35. Upon acceptance for new grazers, four weeks' payment in advance must be paid by the day the horse/pony is brought down to the grounds. THIS IS NOT A BOND.

36. All grazing members are required to hire a key irrespective of any position held within the club. A key is needed to gain access to their horse/pony. You are required to complete the key hire form and produce your key at each contract renewal.

NB. This is considered to be communal grazing. Ponies ridden by Pony Club Members for Pony Club will not be grazed in large herds; however, it is a herd environment and while all care is

taken to assess the suitability of horses in herds if a horse/pony is not settling into a herd then the owner needs to consider if this is the appropriate grazing for them. We cannot facilitate individual horse grazing on a permanent basis. The final decision is with the Grazing Manager and the WPC Executive Committee.

Conditions for hire of key to WPC grounds and use of grounds

Eligibility Keys will only be hired to the below with the provision: Parents of riders Senior riders Instructors Grazers Non Members Note: Grazers have a key to enable them to gain access to their pony/horse. Keys may not be loaned to anyone else. As well as the annual hire fee a bond of \$50 is payable.

Access- The Rally and Banksia paddocks are the only paddocks which ponies/horses are to be ridden. You may use the all-weather arena.

Time Key holders may only use the grounds when it is not already being used by Waitara Pony Club, whether for rallies, courses, closed or open events. The grounds may not be used when hired out to other groups for their events also. Please contact Sonya Williams if you wish to confirm whether the grounds have a prior booking.

Safety-Safety is of paramount concern. The Safety Rules must be adhered to at all times. Neither junior nor senior riding members are permitted to ride on WPC grounds unaccompanied, nor is any person of any age permitted to jump their pony/horse unaccompanied. The person accompanying the rider must carry a working cell phone. It is important also that the person accompanying the rider is responsible and competent, so that in the event of an accident, they can render appropriate and necessary care. In general, if you feel doubt about the safety of proposed maneuvers, don't do it! Closed jumps will be fenced off, so do not take any fences down.

Security- Any key holder using the grounds must ensure that the rally paddock gate and the parking paddock gate are locked when they leave the grounds. Also, the double gates across the street must be closed and locked. The gates into the arena must also be locked. Be aware also that members of the public may be walking across the grounds, and that sometimes there are cattle or dogs in the grounds also. Please do not identify your key with the club name or as giving access to our grounds. Put your contact details on a tag attached to the key. Then if the key is lost, a finder will be able to notify the hirer without knowing what the key is for.

Loss of key- Report the loss of your key immediately to WPC Secretary, Lisa Hutton (7567550 or 0212177052). Please make every effort to find it. Replacement keys will only be issued after 1 month has passed since the loss was reported, and on payment of a replacement fee and a new hire fee. There will be no replacement for a second lost key. Any key holder found to be in

blatant disregard of any of these conditions will forfeit the right to continue to have a key in their possession. If a key is lost or misplaced, a fee of \$50 is payable to the Club.

IMPORTANT

Waitara Pony Club Commitment

WPC can only function efficiently if it has the full support of all members and parents. The club offers many opportunities for riders to develop their riding abilities, including; instruction, theory and club representation at both local and national events. Maintenance and upgrades of the grounds and equipment is also part of being a member of the club. As with many clubs these opportunities are supported by a small number of parents, and as everyone leads busy lives these days it is becoming harder to get parental support.

The club needs help with events. It also regularly runs working bees to keep the grounds and the equipment maintained and upgraded.

Each grazing member must commit themselves to assist at a minimum of 3 major events, 2 rallies and 2 club working bees that the club organises or participates in. This includes taking on jobs (either to set up the day before or at the event) at the Open and Closed Gymkhanas, One Day Events, and the Area activities we are assigned.

It will be noted who attends what events. **Failure to meet your commitment may mean that your grazing membership will not be renewed for the following year and you may be charged the \$250 non-member key holder levy.** Any payments not received before 1st August will terminate your agreement.

Waitara Pony Club Grazing Agreement 2017/18

This is to confirm that I _____ as a grazing member of Waitara Pony Club have read and fully understand the club rules. If it is established that I have not followed any rule, I will accept the decision of the Waitara Pony Club committee about the consequences. I also agree to abide by the Fair Play Charter as signed by Waitara Pony Club.

Please Note: this must be signed or membership will not be accepted.

Signed

____ Parent/Guardian/Grazer

I agree that my child/ren ride at their own risk during rallies or any other organised event by the Waitara Pony Club. Signed

____ Parent/Guardian

Are you willing for your contact details to be included on the members' list sent to all our members? Yes/No

Received Date _____

WAITARA PONY CLUB INC.

Application for Grazing

As a Grazing member you are not entitled to vote or hold office with the exception of the Grazing Manager, Grounds Manager and Booking Officer. As the parent/guardian of a Pony Club rider who grazes you are entitled to vote and hold office.

If you are a grazing member and a Pony Club rider you must also complete the WPC membership application.

This application entitles only the listed grazing member to ride this horse/pony on the WPC grounds. Any other person riding the horse/pony is subject to grounds fees.

If you are applying for grazing for more than one horse/pony, please complete a separate application for each.

1. To apply for grazing give this form, all details completed, to the Secretary: Lisa Hutton or Grazing Manager: Sonya Williams before 1st August. It is not necessary for you to attend Registration Day unless you are a Pony Club rider.
2. Submission of this application is not an automatic renewal. Your application will be forwarded to the Committee who will consider all applications for grazing at its monthly meeting.
3. The Committee reserves the right to approve/decline applications without reasons.
4. Preference will be given to those who are active riding members of WPC.
5. All grazers must be or become members of WPC and will receive all email correspondence received by WPC members.
6. All horses grazing at WPC must be engaged in a regular activity, e.g. pony club, riding club, hacking, show jumping, trekking, dressage, hunting etc. and cared for on a daily basis by the grazer.
7. Grazing is on a week by week basis payable weekly, fortnightly or 4 weekly in advance by automatic payment to the WPC's bank account. WPC Bank account number: 15-3953-0023846-00. When making payments please include your name and grazing in the description. Current charges are \$23.25 per week for grazing for Pony Club riders and \$26.25 per week for non-Pony Club riders.

Applicant's Details

Name: (Rider):

Name: (Parent/guardian if under 18 years):

Date: _____

Address:

Postal Address (if different):

Phone: (mobile) _____ (home):

_____ Email:

Medical Conditions we need to be aware of:

Horse/Ponies Details

Name of Horse: _____ Height: _____ HH Age:

Colour: _____ Brand: _____ Markings:

Farrier: _____ Contact Number:

Vet: _____ Contact Number:

Mare / Gelding (circle) Vaccinations

Is your horse a windsucker? _____ Commencement Date:

Medical Conditions we need to be aware of:

Describe your horse's paddock manners:

Type of riding activity you are involved in

Name/Address of Referee:

Do you own or lease this horse/pony? (Please provide owners details):

Fees:

Grazing member: \$ 80.00

Key Hire: \$ 20.00

Key Bond: \$ 50.00

Total Due: \$150.00

Please Note: For new grazers on commencement date you are also required to pay your 4 weeks in advance.

AGREEMENT

Commencement Date: _____

Termination Date: _____ Weekly Rental:

Manner of Rental payment: Payable 4 weeks in advance by automatic payment into the bank account of the WPC, the first payment to be made on the Commencement Date. WPC Bank account number: 15-3953-0023846-00. When making payments please include your name and grazing in the description.

Included in this agreement is hay for your horse/pony for over the winter months (June to August). The Grazing Manager will advise when hay feed out begins and will also control the amount to be fed out. If you choose not to feed out daily there will be no hay owing at the end of winter. When the allocated hay has been completed you will be responsible for supplying any additional hay. Any additional feed requirements needed for your horse/pony is your responsibility.

IT IS A PRIVILEGE, NOT A RIGHT, TO GRAZE ON WPC CLUB GROUNDS! DO NOT ABUSE IT!

I acknowledge that I have read through the Grazing agreement and agree to abide by the terms and conditions set out herein.

SIGNED by _____ "Grazer"

Witnessed by _____ (On behalf of the WAITARA PONY CLUB)

This agreement has been executed this _____ day of _____ 2017

I agree to follow all instructions of the Grazing Manager, the WPC Executive Committee and the WPC Committee.

SIGNED by the rider _____

SIGNED by parent/guardian _____ (if under 18)

Application for hire of a key to Waitara Pony Club Grounds for the season 2017/18 for WPC Members

- I am a current financial member of the Waitara Pony Club (Inc.)
- I have read and understood the terms for key hire outlined in the "Conditions for hire of key to WPC grounds and use of grounds".

I agree to be bound by the conditions outlined in this document. If I am found to be in breach of any of the conditions, I agree to return my key to a club official when asked to do so.

In particular, I agree to follow all the Safety Rules outlined in the document, and treat with care and consideration all people and animals present at the grounds.

I agree to report any breakages of equipment and that I may be responsible for the repair or replacement of these items.

I understand that riders ride on the grounds at their own risk, and neither riders nor parents/guardians will hold the Waitara Pony Club (Inc.) liable for any accident or injury to rider, horse or pony, spectator or vehicle.

Signed _____ Date ____/____/2017

Status _____ Parent/Guardian/rider/instructor/grazer

WPC Official _____ Date ____/____/2017

Key Number _____

Fee included: Yes/No (circle) Bond Paid: Yes/No (circle)

Returned: ____/____/____ Signed: _____

Received by: _____