



**Newton Stud Livery Agreement and Indemnity 2022**

*As with any contract, Newton Stud recommends that you seek independent, professional advice.*

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

between Newton Stud (Newton Equine Services Ltd) of West Newton, Zeal Monachorum, Devon EX17 6LL hereinafter referred to as “Newton Stud” or “the Yard”

**AND**

\_\_\_\_\_ of \_\_\_\_\_  
hereinafter known and referred to as “the Owner”.

“The Horse” is \_\_\_\_\_ (passport name) of  
Passport Number \_\_\_\_\_

“Livery” includes for herd turnout at Newton Stud, ensuring that fresh water is available at all times, daily care and checks upon the Horse, overseeing veterinary and farriery work required as per this Agreement.

The “Livery Fee” is £ \_\_\_\_\_ per day.

“Cost of Stabling” is £ \_\_\_\_\_ per day in addition to the Livery Fee.

1. The Horse must be insured for third party liability and loss at a minimum. The Owner must provide the Yard with the insurance policy at the inception of this Agreement and all subsequent renewals. The Yard reserves the right to ask for updated details at any time if the Owner pays on a lunar basis. If the Owner cancels the insurance; the Horse cannot remain at Newton Stud. If the insurance is changed, the Owner must notify the Yard immediately. If the Owner fails to either insure or provide evidence that the Horse is insured, the Horse cannot stay at Newton Stud. All documentation can be sent electronically to documents@elitestallions.co.uk
2. Horses are kept at Newton Stud entirely at the Owners risk. Every reasonable effort will be made to protect the safety, health, and welfare of all Horses at the stud at all times, but no responsibility or liability for any injury, disease, illness or death will be accepted under any circumstances whatsoever.
3. Owners agree that if a member of staff believes that the Horse is in need of urgent veterinary/farrier attention, the Yard will summon a veterinary surgeon/farrier and authorise any essential treatment, and notify the Owner accordingly; this may be after the initial treatment has taken place. The Owner agrees to pay all veterinary/farrier fees



incurred in this instance. Horses requiring stabling or nursing care will incur additional livery charges.

5. If the vet advises that the Horse should be euthanised urgently, all reasonable efforts will be made to contact the Owner, but the Owner agrees that the Yarde may authorise the euthanasia of the Horse if deemed necessary to prevent suffering.

6. Owners and their representatives or guests must not enter any fields/stables/pens unless accompanied by a member of staff, for their own safety. Newton Stud reminds the Owner that horses, particularly young horses, are unpredictable. Owners enter the fields, pens and stables entirely at their own risk and the Yard cannot accept responsibility for any injuries incurred by the Owner, their representatives or guests. No food is to be taken into fields or pens. Dogs are not permitted at the Yard. Smoking is not permitted at the Yard.

7. Owners are welcome to visit their Horse(s) Monday to Saturday between the hours of 9am-5pm, by prior arrangement only. The Yard is closed to visitors on Sundays and may be closed at other times without notice.

8. Owners and their representatives or guests may take photos of their own Horses only and may not post photos or videos on social media where horses belonging to another owner can be identified. Owners may not take pictures of staff or property without specific permission.

9. Newton Stud will arrange all routine veterinary and farriery visits as required. Farriery costs will be added to the livery bill and veterinary costs will be billed to the owner directly by the Veterinary Surgery. Horses may be sedated for farriery and veterinary treatment, without prior consultation with the Owner, if deemed necessary by a member of staff for safety reasons, and the costs will be passed on to the Owner.

10. Horses must be blood tested for EHV and Strangles within a two-week period prior to arrival. These results must be submitted by email or post before the Horse arrives at the Yard. Horses that are EHV-vaccinated must show proof of vaccinations. Newton Stud reserves the right to refuse entry to horses arriving without acceptable test results or vaccination records.

11. All horses must be vaccinated for flu and tetanus. If the Horse's vaccinations are found to have lapsed or the Horse has not been vaccinated, a new course will be started, and the cost will be billed directly to the Owner. In-foal mares will be vaccinated for EHV and fitted with a foaling alarm prior to foaling, and the costs billed to the Owner.

12. Horses may not wear hind shoes unless by prior agreement. Horses arriving shod will be kept stabled at additional cost (see Cost of Stabling) until the hind shoes can be removed.

13. Horses will be rugged only if deemed necessary by a member of staff.



14. Any Equipment left with the Horse (see Schedule of Equipment below), either on arrival or at any time, is left at the owners' own risk and the Yard do not accept responsibility for any loss, damage or theft that may occur at any time.
15. Newton Stud reserves the right to request the removal of any Horse(s) at any time and are not obliged to give a reason. Any fees owing will still be due, and Horses must be removed within 14 days of notice being given.
16. Owners are welcome to remove their Horse (within the hours stated above and upon giving at least 48 hours' notice), and any extra livery already paid will be refunded.
17. The Livery Fee is to be paid in advance on the 1st of every month. Any additional monies due will be invoiced monthly. No credit terms are offered.
18. In the event that any sum due under this Agreement remains unpaid for more than three months (90 days) after they first became due, the Owner agrees that Newton Stud may sell the Horse, provided that written notice has been given to the Owner at the address set out at the beginning of this Agreement, or any subsequent change of address as notified by the Owner to Newton Stud, of this intention to sell, at least seven days before sale. From the monies received from the sale of the Horse, Newton Stud may retain such sums to cover any unpaid sums due under this Agreement and all reasonable costs of sale. Any remaining monies shall be returned to the Owner within thirty days of sale.
19. This Agreement applies to all horses currently on livery at Newton Stud and any horses that may arrive in the future under the same ownership, including any foals that may be born while at the stud.
20. The Horse's passport will be in the possession of the Yard whilst the Horse is at the Yard. This is a legal requirement. The Horse's passport is an identification document only and is not a proof of ownership, and title to the Horse remains with the Owner at all times (unless the Yard gain the right to sell the Horse as per clause 18 above). The passport must be returned to the Owners at such time that the Horse is returned.

### **INDEMNITY AGREEMENT**

I, the Owner, warrant and certify that I am the owner or person responsible for the Horse(s) brought to Newton Stud, West Newton. Zeal Monachorum, Devon EX17 6LL. Unless explicitly requested not to do so, I understand that Newton Stud will care for my Horse(s) to standards of reasonable competence and professionalism normally expected in the equestrian field.

I understand that I am responsible for and agree to provide Newton Stud staff with the latest complete information about my Horse(s), including underlying medical conditions, medications, physical limitations, behaviour concerns, veterinarian name and contact



information, and veterinarian recommendations and limitations for the Horse(s). I agree that I am ultimately responsible for determining whether livery is appropriate for my Horse(s). I further agree that I am responsible for any risk posed by undisclosed medical conditions or behaviour concerns.

I understand that I am responsible for and agree to provide Newton Stud staff with the latest complete information about my horse(s), including competition history and record, breeding (reproductive) history, valuations and any other information that may be relevant.

I acknowledge and recognise the possible risks involved in herd livery, I accept full responsibility for any illness, accident or injury that might happen to my Horse(s), and accept full financial responsibility for any charges that may occur. I also accept full responsibility for any damage or injury to persons, property or animals arising out of my Horse(s) and the actions and conduct of the undersigned and my Horse(s). Accordingly, I agree to indemnify Newton Stud and its owners, employees, and agents, for monetary damages and legal/administration fees; and further waive all personal claims and releases against Newton Stud, its owners, employees, and independent contractors for damage, injury or death sustained by me, arising out of my horse(s)'s participation in the activities and services provided by Newton Stud or presence on or use of the premises where services are performed; and further waive subrogation claims of insurers. As a client of Newton Stud, I understand that my Horse(s) and any person I bring onto the property enter at our own risk.

It is my express intent that this Release and Hold Harmless Agreement shall also bind the members of my family and all respective heirs, executors, administrators, legal representatives, successors, and assigns, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of England and Wales.

### **Governing Law**

The construction, validity and performance of this Agreement shall be governed by English Law.

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By signing below, I acknowledge that I have read and fully understand this Agreement, Indemnity, Release & Waiver.



I have read and accept the above terms and conditions and agree to the stipulations laid out therein.

Signed by the Owner: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Date: \_\_\_\_\_

**EMERGENCY CONTACT FOR THE OWNER**

TEL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**SCHEDULE OF EQUIPMENT**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.