

# Introduction to Sample Agistment Agreement

## Using this Sample Agistment Template:

- The following sample agistment agreement is an example only. It does not include sufficient detail or information pertinent to your circumstances, so it is not to be used as a replacement for your own agistment agreement. It is not to be reproduced as it will not provide the level of security you need.
- The document has been provided only for the purposes of informing members of the Young Farmer Business Program about the common terms and items included in an agistment agreement in a NSW context.
- You may use the sample document as a reference; however, it is highly recommended you have a Solicitor draft an agreement in the correct form once the parties have agreed on the items to be included.
- Notes are provided throughout the sample for you in **red**: These will guide you as to what sort of information you need to be collecting before meeting with your own solicitor.



Department of  
Primary Industries



("the Agistor")

AND

("the Grazier")

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## **AGISTMENT AGREEMENT**

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**THE SCHEDULE**

Date of this Agreement: \_\_\_\_\_

The Agistor: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

The Grazier: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

The Agent:  
*(delete this information and any reference to agent throughout agreement if not introduced by an agent)*

Item 1. The Property: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Title details: \_\_\_\_\_  
Paddock names/map details: \_\_\_\_\_  
Property Identification Number (PIC): \_\_\_\_\_  
*(Annex Map as annexure 'A' if applicable)*

Item 2. The livestock: Species: \_\_\_\_\_  
Sex: \_\_\_\_\_  
Age: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Brands or Definitive Marking: \_\_\_\_\_  
Ear Tag: \_\_\_\_\_

Item 3. The Period of Agistment:

Item 4. The Agistment Fee: \$ \_\_\_\_\_ plus GST per head per week  
Or  
\$ \_\_\_\_\_ per kilogram of liveweight gained *(you may be required to insert a clause which deals with how liveweight gain is calculated and recorded)*

Item 5. Bank Account: Name: \_\_\_\_\_  
BSB: \_\_\_\_\_  
Account No.: \_\_\_\_\_

## AGISTMENT AGREEMENT

**THIS DEED** is made on the date described in the Schedule hereto (the "Schedule") by the parties respectively described as the "Agistor", the "Grazier" and the "Agent".

**THE PARTIES** confirm and agree with each other as follows:-

1. The Agistor warrants that it is the proprietor of the property described in Item 1 of the Schedule (the "Property").
2. The Grazier owns the livestock described in Item 2 of the Schedule.
3. The Agent has introduced the Grazier to the Agistor and has arranged the delivery and receipt of the livestock.  
*(delete this clause and any reference to agent throughout agreement if not introduced by an agent)*
4. The Agistor will take in to be agisted and grazed at the Property the livestock described in Item 2 of the Schedule for the period described in Item 3 of the Schedule from the date of delivery.
5. The Grazier shall at all times have the right to graze the livestock on the Property. The Grazier acknowledges, however, that the Agistor may at any time and from time to time as part of a management plan or otherwise:-
  - (a) manage the livestock as part of the Agistor's grazing system; and
  - (b) move one or more of the livestock to other parts of the Property,either for the better management of the Property itself or in the interest and wellbeing of the livestock.
6. The livestock will not be grazed on any paddock together with any other livestock unless at the express consent of the Grazier.
7. The Grazier shall pay the Agistment Fee, which shall be calculated on the basis of \$        plus GST per head per week OR \$        per kilogram liveweight gained *(delete whichever does not apply)* payable by direct deposit into the Agent's/Agistor's bank account referred to in Item 5 of the Schedule on a *(insert payment instalment method and period)* basis.
8. The Grazier charges the whole of the livestock with the obligation to pay any sum owing at any time by the Grazier for a period of longer than thirty (30) days from the due date for payment under this Agreement and such charge amounts to a security interest, which the Grazier expressly agrees may be perfected by registration on the Personal Property Security Register by the Agistor and/or the Agent.
9. All the livestock shall, during the period of agistment, be at the risk of the Grazier from accident, illness or misadventure of any description PROVIDED THAT the Agistor shall take reasonable precautions for the care and safety of the livestock and if at any time the Agistor, acting reasonably and within the Agistor's skills, notices that any animal is apparently suffering from an illness or accident then the Agistor shall immediately give notice to the Grazier of the apparent illness or accident. In the case of an emergency the Agistor, with the consent of the Grazier, may consult a veterinarian to give advice with respect to any beast which is apparently ill or apparently suffering from an accident and the cost of any subsequent treatment by that veterinarian shall be entirely at the Grazier's expense unless such illness arises from the negligence of the Agistor.
10. It is the Grazier's responsibility to insure the livestock and any progeny against all risks while they are at the Property or being transported to and from or within the Property.

11. The Agistor warrants that:-
- (a) it will make the Property including all access roads and livestock yards available to the Grazier at all times; and
  - (b) will not sell, transfer or give up possession of the Property to any person or entity other than the Grazier without the Grazier's express consent in writing;
  - (c) will do all things possible to ensure that the Grazier is able to agist the livestock on the Property for the full period of the agistment set out in the Schedule;
  - (d) the Agistor will control noxious and toxic plants on the Property and immediately notify the Grazier of any disease to any stock on the Property.
12. With respect to the warranties referred to in the prior clause, the Agistor hereby indemnifies and shall continue to indemnify the Grazier with respect to any claims, losses, expenses, awards, judgments, claimed, paid or payable against or by the Grazier arising out of a breach of such warranties.
13. The Agistor agrees that the obligations, indemnities and warranties set out in this agreement in favour of the Grazier amount to an equitable charge given by the Agistor in favour of the Grazier, which may be secured by the Grazier by way of a Caveat over the Property at any time without further notice to the Agistor.
14. In the event that for any reason the Grazier suffers loss as a result of the Agistor negligently failing to maintain the welfare of any livestock the Grazier owns on the Property pursuant to the terms of this Agreement, then the whole of that loss of the Grazier shall be and is hereby indemnified by the Agistor without limitation and such loss includes loss of profits.
15. The Grazier shall comply with any reasonable rules as to the use of the Property set out the Agistor from time to time.
16. (a) In this Agreement "GST" means GST within the meaning of the GST Act and "GST Act" means the *A New Tax System (Goods & Services Tax) Act 1999*;
- (b) Unless otherwise provided in this Agreement, the fees referred to in the Schedule, and payable by the Grazier to the Agistor are GST inclusive;
- (c) The Agistor acknowledges that the Agistor is registered or entitled to be registered for GST. Where this Agreement requires the Grazier to reimburse or contribute to an amount payable by the Agistor to a third party, the amount required to be reimbursed or contributed by the Grazier to the Agistor shall be the amount paid by the Agistor to the third party.
17. Nothing in this Agreement shall be deemed to constitute a lease or exclusive right of possession of the Property or any part of it to the effect that the provisions of the *Agricultural Tenancies Act 1990* (*applicable for NSW only – if not situated in NSW insert the legislation applicable in the state where the Property is situated*) shall have no application whatsoever to the rights between the parties to this Agreement.
18. This Agreement shall not be assignable by the Grazier without the prior written consent of the Agistor.
19. This Deed is governed by the laws of the state of *(state where property is situated)*. Each party submits to the jurisdiction of the courts of *(state where property is situated)*.

**EXECUTED AS AN AGREEMENT**

*(The execution as an agreement has serious ramifications as to the binding nature of this agreement for both parties. Care should be taken to ensure that this agreement is executed correctly and that the parties intend for it to be an agreement rather than a deed.)*

**EXECUTED BY** )

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Pursuant to section 127 of the )  
Corporations Act 2001 (Cth) )

.....  
(Signature of Director)

.....  
(Signature of Director/Secretary)

.....  
(Name of Director)

.....  
(Name of Director/Secretary)

**EXECUTED BY** )

in the presence of:- )

.....  
(Signature)

.....  
(Name)

.....  
(Signature of witness)

.....  
(Name of witness)

**Annexure 'A' – Property Map**

Sample