

**THIS AGISTMENT AGREEMENT** made on the date set out in item 1 of the Schedule **BETWEEN MID-WESTERN REGIONAL COUNCIL** of 86 Market Street Mudgee (hereinafter called "the Council") of the one part **AND** the person or persons named in item 2 of the Schedule (hereinafter called "the agistee") of the other part

**RECITALS:**

- A. The Council is the owner of or has the care control and management of the lands described in item 3 of the schedule (hereinafter called "the lands").
- B. The Council has agreed to grant agistment rights to the agistee on the terms hereinafter set out.

**NOW THIS AGREEMENT WITNESS AS FOLLOWS:**

- 1. The Council grants to the agistee the right to agist stock on the lands for the term set out in item 4 of the schedule for an agistment fee set out in item 5 of the schedule.
- 2. The Council will have a general lien upon all of the stock agisted on the lands to secure repayment of any sum for the time being owing by the agistee under this agreement and such lien may be enforced by the Council by the sale by auction or private contract of any stock for the time being on the lands.
- 3.
  - (a) The agistee will not bring onto the lands any stock known to be dangerous or diseased and all stock will continue during the continuance of this agreement to be at the risk of the agistee from theft, fire, acts of God, accident, illness or misadventure of any description unless resulting from the wilful misconduct of the Council or its employees or contractors and the agistee will be responsible for the supervision of his stock.
  - (b) Any animals agisted on the lands which are found to be suffering from a parasite, sickness, disease or injury will be treated forthwith by the agistee or removed from the lands. If the agistee fails to carry out or to have carried out such treatment or removal within a reasonable time the Council may comply with this provision on the agistee's behalf and in doing so may incur veterinary costs and transportation charges if necessary, at the agistee's expense.
  - (c) The agistee will notify all the appropriate public authorities including the Council in the event that any stock disease affects the agistee's stock on the lands and will fully comply at the agistee's expense with the requirements of such authorities promptly after notification.
- 4.
  - (a) The agistee will maintain all fencing and gateways erected upon the lands in a good and stock proof condition during the continuance of this agreement and will have no recourse to the Council for the repair, alteration or construction of any fencing and gateways on the lands.
  - (b) The Council will not be responsible to the agistee for any loss injury or damage which may occur through the escape of any stock from the lands.
  - (c) The agistee will indemnify and keep indemnified the Council from and against all claims, demands, actions, suits, judgments, costs, and accounts whatsoever and whether at general law or under statute that may be made brought or recovered against the Council by any person in respect of or arising out of or in consequence of the escape of any stock from the lands including injury to the stock and injury or damage caused to third parties by such stock.

**AGISTMENT AGREEMENT BETWEEN  
MID-WESTERN REGIONAL COUNCIL AND XXXXXX**

---

5. (a) The agistee acknowledges that he is fully familiar with the physical condition of the lands and that he will not be entitled to make any claim or bring any action or proceeding whatsoever against the Council in respect of or arising out of any personal injury sustained by the agistee or any of them or any loss destruction or damage to any personal property of the agistee or any of them that may occur upon the lands or which may in any way be attributable to the use by the agistee of the lands and whether such injury or loss destruction or damage was caused by any act or omission on the part of the Council its employees agents or contractors.
- (b) The agistee will indemnify and keep indemnified the Council against any claims, demands, actions, suits, judgments, costs and accounts whatsoever and whether at general law or under statute which may be made brought or recovered against the Council by any person in respect of or arising out of any personal injury sustained by such person or any loss destruction or damage to personal property of such person whilst upon or entering or leaving the lands and whether such person is an employee agent or contractor of the agistee or otherwise.
6. Without affecting the generality of clauses 4 and 5, the agistee will effect and maintain during the continuance of this agreement public liability insurance for a sum insured of not less than the amount set out in item 6 of the schedule in respect of the agistee's agistment of stock on the lands AND will note the interest of the Council as owner on such insurance AND will provide evidence of such insurance from time to time as required by the Council.
7. The agistee will at all times during the continuance of this agreement take all proper steps to control and where necessary but having regard to the condition of the lands at the commencement of this agreement eradicate all noxious weeds and feral animals on the lands and in this regard the agistee will comply with all directions of the Council and of all relevant Public Authorities including without affecting the generality the relevant Noxious Weeds Authority and the relevant Local Lands Services.
8. The Council acknowledges that it will not grant any agistment rights to any other person in respect of the lands during the continuance of this agreement.
9. (a) The agistee will during the continuance of this agreement comply with the accepted rules of good husbandry applied in the Local Government Area of the Council and will comply with the requirements and directions of all public authorities in respect of the keeping of livestock including without affecting in general, the Department of Primary Industries and the relevant Local Land Services.
- (b) Without affecting the generality of (a) above the agistee will comply with all directions of the Council in relation to the level of stocking on the lands so as to maintain sufficient ground cover to minimise both erosion and bushfire hazard AND in particular the agistee acknowledges that he may be required to reduce stock numbers in the event that ground cover falls below 70% to prevent further pasture degradation.
- (c) All stock should be identified in accordance with the National Livestock Identification System requirements.
10. (a) The agistee will not be entitled to erect any permanent buildings or structures on the lands.

**AGISTMENT AGREEMENT BETWEEN  
MID-WESTERN REGIONAL COUNCIL AND XXXXXX**

---

- (b) The agistee will not cut down lop ring bark remove or destroy any green or dead trees or timber on the lands and will not burn off any grass or timber without the prior written consent of the Council.
  - (c) The agistee will not damage, destroy or interfere with or remove any buildings or structures on the lands without the consent of the Council.
- 11. This agreement is personal to the agistee and will not be assignable and the agistee acknowledges that his rights hereunder will be in contract only and will not create or confer on him any right to exclusive possession of the lands or any tenancy or any estate or interest in the lands and the agistee further acknowledges that the Council, its employees, agents and contractors will be entitled at any time and from time to time to use the lands for whatever purpose the Council in its absolute discretion shall determine provided that in so doing the Council, its employees, agents and contractors do not unreasonably interfere with or prevent the operation of the agistee's rights hereunder and the agistee will not lock any gates on the lands or otherwise interfere with or prevent the Council's access to the lands.
- 12.
  - (a) The Council will have the right to terminate this agreement by giving (7) seven days written notice to the agistee upon the happening of any one of the following events:
    - (i) the breach by the agistee of any term or condition of this agreement;
    - (ii) Council requires the land for its own Local Government purposes.
    - (iii) the written direction of the Minister for Local Government or if applicable the Minister for Lands to the Council that the agreement be terminated.
  - (b) The termination of this agreement will take effect from the date of service of the written notice and will be without prejudice to any rights that may have accrued to the Council prior to the date of termination and the agistee will not be entitled to adjustment of any fees paid on account of agistment fees in the event of termination under (i) above or to any compensation for the early termination of this agreement for whatever reason.
  - (c) In the event of termination the agistee will:
    - (i) remove all his stock from the lands within seven (7) days of service of the Notice of Termination and in default the Council will be entitled to impound any of the agistee's stock on the lands And in such event the Council will not be liable to the agistee for the loss or injury to any such stock; and
    - (ii) make good any damage that may have been caused to the lands by the agistee and remove all his property (including any rubbish brought upon the lands by the agistee and any temporary fencing and gates erected by the agistee) from the lands within the said seven (7) day period and otherwise leave the lands in a reasonable state and condition having regard to the agistee's use of the lands and if in default the Council will be entitled to comply with this provision on behalf of the agistee and at the agistee's expense and in such event the Council will be entitled to dispose of the property and will not be liable to compensate the agistee for such disposition.

**AGISTMENT AGREEMENT BETWEEN  
MID-WESTERN REGIONAL COUNCIL AND XXXXXX**

---

13. In this agreement the words "the agistee" will include his executor(s) or administrator(s), the words "the Council" will include its successor(s) the word "person" will include a corporation a reference to any gender will include any other gender and where the context permits a reference to the agistee will include his employees, agents and contractors.
14. Any notice to be given pursuant to this agreement may be given in the manner provided in Section 170 of the Conveyancing Act 1919.
15. The agistee will in addition to the agistment fee pay to the Council the Goods and Services Tax ("GST") payable by the Council on such fee And the Council will provide to the agistee a proper tax invoice for the taxable supply made pursuant to this agreement.

**AGISTMENT AGREEMENT BETWEEN  
MID-WESTERN REGIONAL COUNCIL AND XXXXXX**

---

SCHEDULE

1. Date of Commencement: XXXXX
2. Agistee's full name and address: XXXXX
3. The lands are described as follows: Vacant Paddock,  
88 Saleyards Lane, Mudgee  
Lot 111 DP575305  
(as per shaded area in attached plan)
4. The term of this agreement is twelve (12) months commencing on the date set out in item 1. The agreement will carry over for subsequent terms of three (3) months each unless prior to the expiry of a term the Council or the agistee gives (14) fourteen days written notice to the other of the termination of this agreement effective from the expiry of that term and in the event of renewal, the date of commencement and the agistment fee will be amended appropriately, otherwise the terms of this agreement will continue to apply.
5. The annual agistment fee is \$XXXXXX incl GST (per annum), payable in advance. On each anniversary of this agreement, the amount set out above will be adjusted for the ensuing year by the percentage change in the June Consumer Price Index All Groups for the City of Sydney from the previous June Consumer Price Index percentage.
6. Minimum sum insured for Public Liability Insurance: \$20,000,000. (Interest of Mid-Western Regional Council to be noted as owner.)

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands on the day and in the year first hereinbefore written.

**SIGNED** by the said Agistee  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
XXXX

**SIGNED** for and on behalf of Mid-Western  
Regional Council by its General Manager in  
the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Brad Cam - General Manager

Map Scale: 1:5,577