

Section 1 - Applicant details Details of the applicant.

Richmond Shire Council

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Date Received								

Stable/Feed Shed Hire Agreement

Commencing 1st September 2023 Concluding 31st August 2024 unless previously determined between: **Richmond Shire Council** and The Hirer (detailed below)

Title:	N	Mr □				Mrs ☐ Ms ☐						Miss □			
First name:					Las	t nar	me:								
Postal address:															
Locality:					Stat	e:							P	ostco	ode:
Phone:					Fax	:									
Mobile:					1] F	Email	l:							
Preferred method	Preferred method of correspondence:							M	ail 🗌		l	Ξma	il		 Phone⊡
Trainer Number:															
Council operates and maintains horse stabling at Richmond Racecourse and agrees to rent stables, feed rooms, and allow usage of other facilities for a period of 12 months at a time.															
Fees															
Double Stables			– A6					\$13	37.00) per	yea	r			
Large Stables		B1 – B8						\$110.00 per year							
Single Stables			<u> C</u>	14				\$) per					
Feed Sheds		1 –	3					\$52	25.00) per	yea	r			
The Hirer wishes to rent the following Stables and Feed Sheds from Council.															
Double Stables	A1	A2	A3	A4	A5	A6									Fees Due: \$
Large Stables	B1	B2	B3	B4	B5	B6	B7	B8							Fees Due: \$
Single Stables	C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11	C12	C13	C14	Fees Due: \$
Feed Sheds	1	2	3												Fees Due: \$
Total Fees Payab	ole:	\$													

This agreement sets out the conditions that shall apply:

- Rent and usage fees shall be as per Council Fees and Charges, invoiced annually, and stables allocated. Maximum of 4 stables are allowed per trainer. If wishing to hire more than 4 stables a letter of application must be made for approval. All horses must be registered racehorses. Proof of registration must be provided on request.
- 2. All horses that are not being raced on race day may be required to be moved prior to the race meeting and stables must be cleaned. This is to allow for visiting horses to be stabled on race day. All horses not moved may be removed and impounded by Council.
- 3. Stables are to be maintained in a clean condition at **all times**. Manure must be removed from stable area and placed in a designated area for removal monthly, no manure is to be placed around trees.
- 4. Cleaning of the facility is the responsibility of the Hirer including removal of hay, sawdust, manure and the replacement of bedding.
- 5. Verbal or physical abuse of Council staff or other Hirers will not be tolerated. Eviction of persons and horses from the grounds will occur if this should happen.
- 6. Sharps & needles are to be disposed of in the containers provided.
- 7. Council shall be responsible for water and electricity at the premises. Both these utilities are a major cost item for council and the usage of these will be monitored carefully. Any excess usage will be charged to the Hirer.
- 8. The Hirer must obtain and keep updated insurance for public liability, fire and theft at their own cost and provide evidence of the insurance to Council. A current trainer's licence which includes public liability insurance will suffice.
- 9. Damage (apart from normal wear and tear) to the rented stables/feed rooms is the responsibility of the Hirer and any repair costs will therefore be recovered from the Hirer.
- 10. No alterations, modifications or improvements to the stables/feed rooms are to be undertaken without the prior written approval of Council.
- 11. The Hirer must respect the rights of other Hirers of the facility at all times.
- 12. The Hirer shall abide by any lawful direction given by Council or its authorised representative.
- 13. Council will keep facilities in a safe and sound working condition. Please notify Council of any damage, malfunction or required maintenance, including damage to the fixtures, fittings, drains, hoses, plant and or equipment within 24 hours of detecting the issue.
- 14. Sand roll yards are only to be used as sand roll yards and not day yards.
- 15. All hoses and lights must be turned off when leaving the stables, both morning and night, penalties will apply for excess usage.
- 16. Stallions are permitted to be stabled at this facility; they must be in a steel stable at all times.
- 17. No vehicle or floats are to be inside the stable area.
- 18. Registered dogs are allowed in the stable area but must be on leash at all times.
- 19. No electric fences or taped off areas allowed inside stable area, or any other area of racecourse.
- 20. All children in the horse area must be supervised by an adult at all times.
- 21. The Hirer is responsible for cleaning out stables prior to any major event or when their tenancy is terminated. If stables are not cleaned to a reasonable standard prior to any major event the Council will charge the Hirer accordingly.
- 22. Swabbing room must not be used for storing of items and left clean at all times.
- 23. Council may terminate this agreement at any time upon giving seven (7) days' notice.
- 24. Richmond Turf Club must receive prior application for the use of starting gates for training purposes.
- 25. All track work riders must be properly licenced and wear the appropriate PPE.

"Strict adherence to these conditions is required or penalties and eviction may result"

Date.....

Syed Qadir - Director of Works



RICHMOND SHIRE COUNCIL STABLE HIRE POLICY

POLICY NUMBER: 083
INFOXPERT REF: 113411
TIME PERIOD OF REVIEW: 1 Year
DATE OF NEXT REVIEW: March 2024

1. OBJECTIVE

To establish criteria for the use of the Stables located at the Richmond Shire Council Racecourse.

Council operates and maintains horse stabling at Richmond Racecourse and agrees to rent stables, feed rooms and allow usage of other facilities for a period of 12 months at a time.

2. CONDITIONS

All persons wishing to hire stables off the Richmond Shire Council must satisfy each of the following conditions:

- a) Hire charges are fixed by Council and are payable yearly in advance, accounts will be issued in September. Pro-rata monthly hire will be allowed for new applicants. An updated application will need to be completed yearly before the payment is received.
- b) Council will provide three (3) feed sheds that will be available for an annual charge.
- c) Seven (7) days' notice in writing must be given to Council if the stable/stables are surrendered for any reason. A credit note or refund will be issued for the remaining months at a pro rata rate.
- d) Failure to pay hire fees (stable and / or feed shed) will be in line with Council's Debt Collection Policy and may result in the impoundment of livestock which Council can auction to recoup outstanding debts.
- e) Council may terminate this agreement at any time upon giving seven (7) days' notice.
- f) A maximum of 4 stables are allowed per trainer. If wishing to hire more than 4 stables a letter of application for consideration must be made to Council. **All horses must be registered racehorses.** Proof of registration must be provided to Council on request.
- g) All horses that are not being raced on race day may be required to be moved prior to the race meeting and stables must be cleaned. This is to allow for visiting horses to be stabled on race day. All horses not moved may be removed and impounded by Council.
- h) Stables are to be maintained in a clean condition at all times. Manure must be removed from stable area and placed in a designated area for removal monthly, no manure is to be placed around trees.
- i) Cleaning of the facility is the responsibility of the Hirer including removal of hay, sawdust, manure and the replacement of bedding.
- j) Verbal or physical abuse of Council staff or other Hirers will not be tolerated. Eviction of persons and horses from the grounds will occur if this should happen.
- k) Sharps & needles are to be disposed of in the containers provided.
- Council shall be responsible for water and electricity at the premises. Both these utilities
 are a major cost item for council and the usage of these will be monitored carefully. Any
 excess usage will be charged to the Hirer.
- m) The Hirer must obtain and keep updated insurance for public liability, fire and theft at their own cost and provide evidence of the insurance to Council. A current trainer's licence which includes public liability insurance will suffice. This will need to be provided to Council on an annual basis.
- n) Damage (apart from normal wear and tear) to the rented stables/feed rooms is the responsibility of the Hirer and any repair costs will therefore be recovered from the Hirer.

- o) No alterations, modifications or improvements to the stables/feed rooms are to be undertaken without the prior written approval of Council.
- p) The Hirer must respect the rights of other Hirers of the facility at all times.
- q) The Hirer shall abide by any lawful direction given by Council or its authorised representative.
- r) Council will keep facilities in a safe and sound working condition. Please notify Council of any damage, malfunction or required maintenance, including damage to the fixtures, fittings, drains, hoses, plant and or equipment within 24 hours of detecting the issue.
- s) Sand roll yards are only to be used as sand roll yards and not day yards.
- t) All hoses and lights must be turned off when leaving the stables, both morning and night, penalties will apply for excess usage.
- u) Stallions are permitted to be stabled at this facility; they must be in a steel stable at all times.
- v) No vehicle or floats are to be inside the stable area.
- w) Registered dogs are allowed in the stable area but must be on leash at all times.
- x) No electric fences or taped off areas allowed inside stable area, they are allowed to have them outside the stable area only when there is no event at the Racecourse.
- y) All children in the horse area must be supervised by an adult at all times.
- z) The Hirer is responsible for cleaning out stables prior to any major event or when their tenancy is terminated.
- aa) Richmond Turf Club must receive prior application for the use of starting gates for training purposes.
- bb) All track work riders must be properly licenced and wear the appropriate PPE.

3. POLICY

Council offers the following stables for hire for a period of 12 months rental:

Double Stables A1 – A6 Large Stables B1 – B8

Feed sheds are available for hire on an annual basis.

4. RELATED DOCUMENTS

- Stable Hire Agreement
- Debt Collection Policy

IMPLEMENTATION

This Policy will commence from the Policy reviewed date and will be made available to all corporate staff on Council's intranet site/network, and to all outdoor staff via their supervisor/coordinator. Council reserves the right to vary, replace or terminate this Policy from time to time. This Policy will typically be reviewed when a review has been deemed appropriate by organisational processes (e.g., audit recommendations), or when legislative requirements change.

APPROVAL

Date of Adoption: 15 March 2022

Policy Reviewed: General Council Meeting 21 March 2023

Resolution Number: 20230321.11

Policy Authorised: Peter Bennett

Chief Executive Officer