



STALLION SERVICE AGREEMENT

BETWEEN Bowness Stud, 2445 Moppity Rd, YOUNG NSW 2594 Australia "The Proprietor"

AND _____

"The Mare Owner"

of _____

NAME OF AGENT (if applicable) _____

WHEREAS The proprietor has agreed to accept the mare _____

Owned by the Mare Owner for service to the stallion **Walking or Dancing**.

Upon the terms and conditions hereinafter appearing.

1. NOMINATION FEE:

Payable by 31st March 2018.

2. FREE RETURN: The mare is entitled to a free return to the said stallion if the foal dies within twenty-four (24) hours of birth or if the foal is still-born, in both cases to be certified by a practising veterinary surgeon. The free return is only applicable to the year immediately following the service of the said stallion and is subject to the said stallion standing at Bowness Stud in such year. If the stallion does not stand at Bowness Stud in such year, then this clause does not apply and Bowness Stud shall have no further obligation in relation to same.

NB: It is a precondition to the obtaining of the free return in the following season that payment of the original nomination fee is made within thirty (30) days of invoicing, this being of the essence, otherwise the potential right to a free return is null and void.

3. AGISTMENT CHARGES: (Reviewed 1st July every year)

a) **Dry Mares:** \$18/day + GST b) **Wet Mares:** \$22/day + GST

4. The Mare Owner agrees to pay all accounts within fourteen (14) days of invoice date, plus interest of 2% per month from expiry of that period, on all late payments.

5. DOCUMENTS OF DESCRIPTION: No mare will be covered until her documents are lodged at the Stud. The Stud shall be entitled to retain the possession of all documents where any accounts are outstanding.

6. INSURANCE: The Mare Owner acknowledges responsibility for notifying the Stud Master, in writing, of all insurance requirements well before they are required. Cover will NOT automatically be effected and all insurance arrangements are the sole responsibility of the Mare Owner.

7. Veterinary services for the mare and/or progeny will be conducted at the discretion of the Stud Master in consultation with the Stud's Veterinarian. Veterinary fees will be payable to the Stud to cover all normal veterinary attention for the mare and/or

foal during the breeding season. Major or unusual veterinary procedures shall be separately invoiced and payable by the Mare Owner to the appointed veterinary surgeon.

8. The Proprietor has the right to refuse service to any mare at its discretion.
9. The Mare Owner hereby warrants, covenants and agrees with the Proprietor:
 - a) That the Mare Owner is the registered Stud Book owner of the mare with full power and authority to enter into each of the provisions of this agreement.
 - b) The disclosed breeding history of the mare is true and correct.
10. The mare and/or progeny shall be deemed to have been delivered to the Mare Owner upon leaving the Stud property.
11. The Mare Owner agrees to pay all charges applicable to the mare and/or progeny for, but limited to, agistment fees, transport to and from the Stud, all treatments, examinations, swabs and medicines administered whether by the Stud veterinarian, employees of the Proprietor or others, and any other costs incurred by the Proprietor during the mare's and/or progeny's stay on Bowness Stud.
12. The mare and/or progeny shall be under the care of the Proprietor and/or the Stud Veterinarian while at the Stud and may receive such treatments and examination as they shall in their absolute discretion prescribe.
13. The Proprietor shall provide all care, good husbandry and attention to the mare and/or progeny (eg attention to feet, teasing, mating, general health etc) but shall not be liable for any loss, damage or claims of whatsoever nature or howsoever arising from injury, sickness, disease or death caused to or sustained by the mare and/or progeny whilst under the Proprietor's care or the control of its employees or agents.
14. **It is an express condition of the Agreement to agist and serve the mare, that the Proprietor shall be entitled to retain possession as a lienor against all persons in respect of the mare and progeny for the payment of all fees for agistment and/or service of the mare and/or progeny which are outstanding and further the Proprietor shall have the power to sell and give good title to the mare and/or progeny to a third party purchaser in respect of which outstanding fees are owing. The Mare Owner appoints the Proprietor as his Attorney with full power to do and execute all things and documents howsoever necessary to effect a sale or passing of title as aforesaid.**

DATED thisday of20.....

Signed for and on Behalf of Bowness Stud

Signed for and on Behalf of the Mare Owner