



STALLION SERVICE CONTRACT

28 Graydens Rd, Tyabb Vic 3913
PO Box 98 Somerville 3912
Office: 03 5979 7707 Mob: 0429 057 037
office@duckscrossingfarm.com.au
ABN 34 626 347 182

This contract between
Jacqui McGregor Pty Ltd
(Hereinafter referred to as “the company”)

And

(Name) _____ of (Address) _____

(Hereinafter referred to as “the owner”)

Records the following terms and conditions agreed to between the parties.

1. The Company agrees to breed the thoroughbred broodmare _____ to the stallion **Polanski** and the Owner agrees to pay a non-refundable, transferable booking fee of **\$275 (inc GST)** with the remaining agreed service fee of \$_____ (inc gst) being due and payable prior to the mare’s arrival at Ducks Crossing Farm.
2. For Shareholders nominations or mares returning on a Live Foal Guarantee a usage fee of **\$275 (inc GST)** applies.
3. The Owner warrants that the details on the above named broodmare contained in the Service Application form (over page) are true and correct and that the broodmare shall be healthy and in sound breeding condition, this fact is to be certified by a qualified veterinarian before the mare is served. The Company may at its absolute discretion, refuse to allow the stallion to serve the mare if it feels this could be in any way detrimental to the stallion’s health or welfare.
4. It is further agreed that should the stallion **Polanski** be unavailable for any reason whatsoever before Service of the said mare, or if the said mare named in this contract dies or becomes unfit to be served, then this contract shall be rendered null and void and the booking fee of \$275 will be refunded in addition to a full refund of the service fee. The balance of any agistment fees or veterinary service fees will also be refunded on a pro rata basis.
5. It is further agreed that should the named mare fail to conceive, fail to hold the pregnancy, or fail to deliver a foal that does not live beyond 72 hours of life, that the agreed service fee will be fully refunded by Ducks Crossing to the Owner minus the \$275 booking fee.
6. It is further agreed that if the mare is removed from Ducks Crossing Farm for any reason prior to 45 days from arrival that any agistment fees paid in excess by the Owner will be refunded by Ducks Crossing Farm to the Owner.
7. It is further agreed that the mare Owner will pay any additional agistment fees to Ducks Crossing Farm should the mare stay at Ducks Crossing Farm longer than the 45 days paid upfront.
8. It is further agreed that the upfront Veterinary Breeding Contract fee of \$880 minus any veterinary costs incurred will be refunded by Ducks Crossing Farm to the Owner should the mare fail to arrive at Ducks Crossing Farm or be found unsuitable to breed.
9. It is further agreed that the Veterinary Breeding Contract of \$880 is inclusive of only the following: ultrasound examinations, cervical and clitoral swabs, follicle tests, pregnancy tests, and post service treatments and caslicks operations where required.
10. It is further agreed that the veterinary costs of additional medications, treatment of illness or injury to the mare or foal are NOT included in the Veterinary Breeding Contract and will be invoiced by McGregor Equine Veterinary Services separately and the Owner agrees to pay these fees when due and payable in addition to the Veterinary Breeding Contract if required.
11. The Owner agrees to pay all charges applicable to the broodmare and/or progeny for, but not limited to, agistment fees, all treatments, farrier fees, examinations, swabs and medicines administered whether by the Company Veterinarian, employees of the Company or others, and other costs incurred by the Company during the broodmare’s and /or any progeny’s stay at Ducks Crossing. Interest fees at the commercial rate and/or late fees shall be charged for any service fee, veterinary fee or agistment account not paid within thirty (30) days after an invoice has been rendered.
12. Veterinary services for the Mare/Foal will be conducted at the discretion of McGregor Equine Veterinary Services.
13. It is an express condition of this Agreement that the Company shall have a lien over the mare and/ or any progeny in respect of any unpaid fees or charges and further that the Company shall have the power to sell the mare and/or any progeny to recover such unpaid fees or charges should the same not be paid within thirty (30) days after an account has been rendered and in this respect the Owner hereby appoints the Company as the Owner’s Attorney with the power to sell the mare and/or any progeny if such fees and charges are unpaid as aforesaid and to execute all the necessary documents to achieve that end.



14. The Broodmare and/or progeny shall be under the care of the Company and/ or the Company Veterinarian whilst at Duck's Crossing and may receive such treatments and examinations as they shall in their absolute discretion prescribe. The Company and/or Company Veterinarian shall give all care and attention to the broodmare and/or any progeny but shall not be liable to any

loss, damage or claims of whatsoever nature howsoever arising from disease, accident, injury or death caused to or sustained by the abovementioned broodmare and/or any progeny whilst under the Company's care or the control of its servants or agents.

- 15. The Broodmare and/or any progeny shall be deemed to have been delivered to the Owner upon leaving Ducks Crossing. Insurance of the broodmare and/or progeny shall be the sole responsibility of the Owner at all times.
- 16. This contract shall not be assigned or transferred by the Owner.
- 17. Upon arrival at Ducks Crossing the mare must be accompanied by her Document of Description or ASB ID Card. Upon foaling, the Owner shall be responsible for preparing and forwarding the appropriate Mare Return to the Keeper of the Stud Book.
- 18. If the Mare is sold or transferred the Live Foal Guarantee ceases.

Dated this _____ day of _____ 2017

Signed for and on behalf of the Company

Signed for and on behalf of the Owner

WITNESS NAME _____

SIGNATURE _____